

# The City of **Boynton Beach**



## City Commission Agenda Tuesday, January 7, 2020, 5:30 PM

Intracoastal Park Clubhouse 2240 N. Federal Highway

### **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](http://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 or silence all cellular phones 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 5:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

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## **1. OPENINGS**

- A. Call to Order - Mayor Steven B. Grant

Invocation - Pastor Randy Patterson of Seacrest Presbyterian Church

Pledge of Allegiance to the Flag led by Commissioner Mack McCray

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. The City of Boynton Beach Water Utility will be temporarily changing its water treatment disinfection process to free chlorination beginning January 11th through January 31st.
- B. Proclaim January 12, 2020 as Haitian Earthquake Memorial Day. Jane Marcel will accept the proclamation.
- C. Announcement by Recreation & Parks Director Wally Majors about the 5th Annual Joe DiMaggio Children's Hospital Magic Wheels & Special Deals event and the 8th Annual Barrier Free 5k Run, Walk & Roll event.
- D. Proclaim Monday, January 20, 2020 as Martin Luther King Jr. Day.
- E. Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding the 2020 Martin Luther King Jr. Celebration.
- F. Present a Certificate of Achievement from Mayor Steven B. Grant to Anthonette Thompson, a recent Career Online High School (COHS) graduate, that earned her high school diploma from the Library's online program.
- G. General Election Proclamation for March 17, 2020 - presented by Mayor Steven B. Grant

## **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. Approve travel for Commissioner Romelus to speak at the Ruth's List Annual She's the Change Leadership Conference in Orlando, FL on March 28, 2020.

## **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. Authorize the piggybacking via purchase order of the Sourcewell Contract #022217-NWF with Verizon Connect NWF for an annual cost of \$43,632.50 for vehicle tracking systems with a one off set up fee of \$14,771.30. Sourcewell procurement process satisfies the City's competitive bid requirements.
- B. **PROPOSED RESOLUTION NO. R20-001** - Approve piggybacking GSA Contract #GS-35F-114BA and the expenditure of \$82,413.28 for the purchase of a Laboratory Information Management System from Accelerated Technology Laboratories (ATL). This software (Sample Master) is required to maintain the laboratory analysis data for the City of Boynton Beach Utilities. Authorize the City Manager to sign the Proposal and Addendum.
- C. **PROPOSED RESOLUTION NO. R20-002** - Approve and authorize the City Manager to sign the Developer's Agreement with Mr. Robert Peterson of 815 Palmer Road for the construction of water and wastewater improvements within the right-of-way of Palmer Road.
- D. Approve - Phase II of Task Order UT-2E-02 with Alexis Knight Architects, in the amount of \$77,745 in accordance with RFQ. No. 046-2821-17/TP, General Consulting Services Contract, Scope Category D awarded by Commission on August 7, 2018. Task order services for phase II include grant application submittal, final design, permitting services, and bid assistance for the additions and alterations to the existing marina facilities located in the Oyer Boat Park.
- E. **PROPOSED RESOLUTION NO. R20-003** - Authorize the City Manager to sign agreements with the four (4) pre-qualified contractors: Johnson-Davis, Inc.; Centerline Utilities, Inc.; Giannetti Contracting Corporation; and Florida Design Drilling Corporation in accordance with Request for Qualifications (RFQ) No. 028-2821-19/MFD "Pre-Qualification of Contractors for Minor Utility Construction Services".
- F. **PROPOSED RESOLUTION NO. R20-004** - Amend the FY 2019-20 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the General Fund (001), Traffic Fund (103), Capital Improvement Funds (302 & 303), the Utility Capital Improvement Funds (403 & 404), and the Fleet Fund (501) for previous years Purchase Orders, unspent project budgets and transfer for Town Square improvement.
- G. Approve revisions to the Fiscal Year 2019-2020 approved surtax projects.
- H. 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 January 07, 2020- "Request for Extensions and/or Piggybacks."
- I. Approve minutes from the City Commission meetings on December 3, 2019 and December 17, 2019.

## 7. **CONSENT BIDS AND PURCHASES OVER \$100,000**

- A. Piggyback via Purchase Order Florida Sheriffs Association's Contracts FSA18-VEH 16.0, FSA19-VEH 17.0, and FSA19-VEH 27.0. Approve the purchase of replacement vehicles as authorized in the fiscal year 2019-20 budget in the estimated amount of \$270,974 by utilizing the following contracts: These contracts satisfy the City's procurement requirements.

## 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. 20-002 - FIRST READING** - Approving the Boynton Beach Mall Rezoning from C-3, Community Commercial, to SMU, Suburban Mixed Use. Applicant: Bonnie Miskel, Esq., of Dunay, Miskel and Bachman, LLP.
- B. Approval of the Master Plan Modification (MPMD 19-004) for the Boynton Beach Mall allowing for

the phased conversion to a mixed use or life style center with the reconfiguration of retail space, and the addition of residential, hotel and office uses to the existing movie theater, fitness center and church uses.

- C. **PROPOSED ORDINANCE NO. 20-001 - SECOND READING** - Approve revisions to the Workforce Housing Program (CDRV 19-008) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 1. General Administration, Article II. Definitions, and Article V. Housing Initiatives, Section 2. Workforce Housing Program. Applicant: City-initiated.

## **9. CITY MANAGER'S REPORT**

- A. Commissioner Penserga has requested a discussion to possibly create a task force for public outreach for Opportunity Zones in Boynton Beach.

## **10. UNFINISHED BUSINESS**

- A. Continue discussion of the City Manager's compensation in connection with her performance evaluation, which was conducted at the December 3, 2019 Commission Meeting.

## **11. NEW BUSINESS - None**

## **12. LEGAL - None**

## **13. FUTURE AGENDA ITEMS**

- A. Discuss Fine Free Program for City Library - January 21, 2020.
- B. The Mayor requested data on Recreation and Parks programs and attendance. Staff will provide report - January 21, 2020
- C. Staff to bring forward maintenance contract with private partners for Joe Crowder Dog Park - January 21, 2020.
- D. Discuss Local Septic Tank Inspection Program - February 18, 2020
- E. Discuss purchase and sale agreement for Nichols property - February 18, 2020.
- F. Mayor Grant would like to invite the Central Palm Beach Chamber to a future Commission meeting to discuss their membership benefits - March 3, 2020
- G. Consider Vision Zero Resolution - TBD

## **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:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

Call to Order - Mayor Steven B. Grant

Invocation - Pastor Randy Patterson of Seacrest Presbyterian Church

Pledge of Allegiance to the Flag led by Commissioner Mack McCray

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

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**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:**

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**Is this a grant?** No

**Grant Amount:**

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## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**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:**

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**Is this a grant?**

**Grant Amount:**

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## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

The City of Boynton Beach Water Utility will be temporarily changing its water treatment disinfection process to free chlorination beginning January 11th through January 31st.

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**EXPLANATION OF REQUEST:**

This is a standard practice process in which utilities switch to a stronger disinfection method in order to ensure that the potable water delivered to the customer is of the highest quality. As a result, the customer may notice a slight change in odor and taste in their water; otherwise, there will be no adverse effects.

Customers particularly sensitive to the taste and odor of chlorine may keep an open container of drinking water in their refrigerators for a few hours to allow the chlorine to dissipate. Because of this change, users of home dialysis machines, owners of tropical fish aquariums and managers of stores and restaurants with holding tanks for fish and shellfish are advised to seek professional guidance on how to operate their equipment during this period as the method for removing chlorine residuals differs from removing chloramine residuals from tap water.

Any changes will be eliminated when the Utility reverts to our normal disinfection method at the end of this chlorine flush period. Please be assured that this is a routine procedure and that there are no problems with your water supply. If you would like further information on this matter, please call our Water Quality Division at 742-6964 during working hours Monday through Friday.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

Proclaim January 12, 2020 as Haitian Earthquake Memorial Day. Jane Marcel will accept the proclamation.

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**EXPLANATION OF REQUEST:**

On January 12, 2010 at 4:53 PM the worst earthquake in 200 years hit Haiti, and caused a widespread devastation across the country. The earthquake resulted in not only the loss of buildings but killed more than 300,000 people and left more than 1.5 million homeless. The earthquake in Haiti not only affected the lives of those living in Haiti it also had an impact on residents of the city, state and country. On this day, we remember and honor those who perished in the earthquake.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Proclamation	Proclamation - Haitian Earthquake Memorial Day



# *City of Boynton Beach*

## Proclamation

WHEREAS, on January 12, 2010 at 4:53 PM the worst earthquake in 200 years hit Haiti, and caused a widespread devastation across the country. The earthquake resulted in not only the loss of buildings but killed more than 300,000 people and left more than 1.5 million homeless; and

WHEREAS, the earthquake in Haiti not only affected the lives of those living in Haiti it also had an impact on residents of the city, state and country; and

WHEREAS, on this day, we remember and honor those who perished in the earthquake of January 12, 2010. We will never forget that horrific day nor will we forget how the American people and the World responded with compassion and generosity, prayer and hope for the Haitian people. Our obligation to ensure a better Haiti will not be forgotten; and

WHEREAS, this anniversary of tragedy should also be an anniversary of triumph of Unity over divisiveness, love over hate, service over selfishness, and hope over despair.

WHEREAS, we should demonstrate our respect for the victims of this terrible day by commemorating the lives lost and damage caused. We should also honor and celebrate the acts of resilience, courage, compassion and many other qualities that represent the best in human nature and the Haitian character.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim January 12, 2020 as:

### HAITIAN EARTHQUAKE MEMORIAL DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the \_\_\_\_\_ day of January Two Thousand Twenty.

\_\_\_\_\_  
Steven B. Grant, Mayor

ATTEST:

\_\_\_\_\_  
Crystal Gibson, MMC  
City Clerk



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

Announcement by Recreation & Parks Director Wally Majors about the 5th Annual Joe DiMaggio Children's Hospital Magic Wheels & Special Deals event and the 8th Annual Barrier Free 5k Run, Walk & Roll event.

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**EXPLANATION OF REQUEST:**

The Recreation & Parks Department is proud to host the 5th Annual Magic Wheels & Special Deals event, which is being sponsored by Joe DiMaggio Children's Hospital. The event, which will be held on Thursday, February 6 at Barrier Free Park (3111 S. Congress Ave.) beginning at 6 P.M., will feature the unveiling of the Magic Wheelchair and participation by several local organizations and vendors representing and supporting individuals with special needs.

The 8th Annual Barrier Free 5k Run, Walk & Roll will be held on Saturday, February 8, beginning at 7:30 A.M..

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** No affect.

**FISCAL IMPACT:** Budgeted Costs for the event are offset by sponsors.

**ALTERNATIVES:** Do not make the announcement.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Proclaim Monday, January 20, 2020 as Martin Luther King Jr. Day.

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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:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Proclamation	Martin L. King, Jr. Day Proclamation

# *City of Boynton Beach*

## Proclamation

WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

WHEREAS, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and charged the Corporation for National and Community Service with leading this effort; and since 1994 millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and

WHEREAS, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and, the King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for all our citizens, and to celebrate the King Day of Service, January 20, 2020.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 20<sup>th</sup> day of January, Two Thousand Twenty as:

### DR. MARTIN LUTHER KING, JR. DAY

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 7<sup>th</sup> day of January, Two Thousand Twenty.

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Steven B. Grant, Mayor

ATTEST:

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Crystal Gibson, MMC  
City Clerk



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding the 2020 Martin Luther King Jr. Celebration.

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**EXPLANATION OF REQUEST:**

The City's Martin Luther King Jr. Celebration will be held on Monday, January 20, 2020 from 12:00 p.m. to 4:00 p.m. at Sara Sims Park (209 NW 9th Avenue). The Celebration will include music, children's activities, food vendors, and more! We invite everyone to attend this free family fun event.

Churches, civic associations, and non-profit organizations are planning the Celebration and everyone is welcome to participate. Additional planning meetings are scheduled for Thursday, January 9th and Thursday, January 16th at City Hall beginning at 4:30 p.m.

For more information, call 561.742.6642 or visit [boynton-beach.org/mlk](http://boynton-beach.org/mlk).

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** Support services for the MLK Celebration will be provided by City Departments such as Recreation, Public Works, Fire and Police.

**FISCAL IMPACT:** Budgeted

The Martin Luther King, Jr. Celebration is budgeted in the Special Events FY 19/20 annual budget.

**ALTERNATIVES:** Do not allow announcement.

**STRATEGIC PLAN:** Boynton Beach Branding

**STRATEGIC PLAN APPLICATION:** The MLK Celebration will honor the legacy of Martin Luther King, Jr.

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Present a Certificate of Achievement from Mayor Steven B. Grant to Anthonette Thompson, a recent Career Online High School (COHS) graduate, that earned her high school diploma from the Library's online program.

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**EXPLANATION OF REQUEST:** To celebrate the achievement of Anthonette Thompson. She has successfully earned her high school diploma by completing the Career Online High School program offered by the Library.

**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:** Non-budgeted This program was paid for through the Florida State Division of Library and Information Services.

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Certificate of Achievement





# Certificate of Achievement

THIS ACKNOWLEDGES THAT

**Anthonette Thompson**

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

JANUARY 7, 2020

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





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

General Election Proclamation for March 17, 2020 - presented by Mayor Steven B. Grant

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**EXPLANATION OF REQUEST:**

On December 10, 2019, the qualifying period for candidates for Commissioner District II and Commissioner District IV closed. There are two candidates for Commissioner District II and three candidates for Commissioner District IV.

The Proclamation declares all of the polling locations that will be active on Election Day.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:** Budgeted The fiscal impact to the City primarily involves the cost of election advertisement, ballot printing and translation services. The base salary and expenses of pollworker positions and polling locations are covered by the Palm Beach County Supervisor of Elections, as the City is piggybacking the Presidential Preference Primary Election. The cost of conducting the election has been budgeted in the Fiscal Year 2020 budget.

**ALTERNATIVES:** There is no alternative to having this election. Our elected officials serve three-year terms and the terms of Commissioner District II and Commissioner District IV will expire in March 2020.

**STRATEGIC PLAN:** Building Wealth in the Community

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Proclamation	Proclamation of Voting Information

# PROCLAMATION

I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim that a General Election will be held in the City of Boynton Beach, Palm Beach County, Florida, on the 17<sup>th</sup> day of March 2020 to elect one Commissioner from District 2 and one Commissioner from District 4 to serve a three-year term expiring in March 2023.

The voting hours are between 7:00 a.m. and 7:00 p.m. on said date. Polling places are hereby designated as follows:

PRECINCT 3136	FREEDOM SHORES ELEMENTARY SCHOOL 3400 HYPOLUXO ROAD
PRECINCT 3138	CITRUS COVE ELEMENTARY SCHOOL 8400 LAWRENCE ROAD
PRECINCT 3140	BOYNTON LAKES NORTH CLUBHOUSE 100 REDFORD DRIVE
PRECINCT 3142	BOYNTON LAKES NORTH CLUBHOUSE 100 REDFORD DRIVE
PRECINCT 3146	DISCOVERY VILLAGE AT BOYNTON BEACH (formerly Brookdale North Boynton Beach) 4735 NW 7 <sup>TH</sup> COURT
PRECINCT 3164	CITRUS COVE ELEMENTARY SCHOOL 8400 LAWRENCE ROAD
PRECINCT 3168	BOYNTON BEACH FIRE STATION #3 3501 NORTH CONGRESS AVENUE
PRECINCT 3172	BOYNTON BEACH HIGH SCHOOL 4975 PARK RIDGE BLVD.
PRECINCT 3174	BOYNTON BEACH FIRE STATION #3 3501 NORTH CONGRESS AVENUE
PRECINCT 3176	BOYNTON BEACH HIGH SCHOOL 4975 PARK RIDGE BLVD.
PRECINCT 3182	IMAGINE SCHOOLS CHANCELLOR CAMPUS 3333 HIGH RIDGE ROAD
PRECINCT 3188	CHRIST FELLOWSHIP CHURCH BOYNTON BEACH 801 N. CONGRESS AVENUE
PRECINCT 3190	IMAGINE SCHOOLS CHANCELLOR CAMPUS 3333 HIGH RIDGE ROAD
PRECINCT 4024	HARVEY E. OYER JR. PARK US HWY. 1 AND NE 21 <sup>ST</sup> AVENUE

PRECINCT 7178	TEMPLE BETH KODESH 501 NE 26 <sup>TH</sup> AVENUE
PRECINCT 7179	VILLAGE ROYALE ON THE GREEN 2501 NE 1 <sup>ST</sup> COURT
PRECINCT 7180	ST. JOHN MISSIONARY BAPTIST CHURCH 900 NORTH SEACREST BLVD.
PRECINCT 7182	CAROLYN SIMS CENTER 225 NW 12 <sup>TH</sup> AVENUE
PRECINCT 7184	ST. JOHN MISSIONARY BAPTIST CHURCH 900 NORTH SEACREST BLVD.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 7<sup>th</sup> day of January, Two Thousand Twenty.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
STEVEN B. GRANT, MAYOR

ATTEST:

\_\_\_\_\_  
CRYSTAL GIBSON, MMC  
CITY CLERK

(Corporate Seal)



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

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

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**EXPLANATION OF REQUEST:** The attached list contains the names of those who have applied for vacancies on the various advisory boards. 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 boards full and operating as effectively as possible.

**FISCAL IMPACT:** Non-budgeted 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:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	Appointments and Applicants for January 2020
<input type="checkbox"/> Addendum	Hay, Woodrow
<input type="checkbox"/> Addendum	Wright, Bernard

## Appointments and Applicants for January 7, 2019

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### Building Board of Adjustments and Appeals

II	McCray	Reg	2 yr term to 12/21 (Tabled 3)
III	Romelus	Reg	2 yr term to 12/21 (Tabled 3)
IV	Penserga	Alt	2 yr term to 12/20
Mayor	Grant	Alt	2 yr term to 12/21

#### Applicants:

None

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### Community Redevelopment Agency Advisory Board

I	Katz	Reg	2 yr term to 12/21 (Tabled 3)
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#### Applicants:

Woodrow Hay  
Bernard Wright

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### Education and Youth Advisory Board

III	Romelus	STU NV	2 yr term to 12/21 (Tabled 3)
IV	Penserga	Reg	2 yr term to 12/21 (Tabled 2)
Mayor	Grant	STU	2 yr term to 12/21

#### Applicants:

None

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### Historic Resources Preservation Board

III	Romelus	Alt	2 yr term to 12/20 (Tabled 3)
II	McCray	Reg	2 yr term to 12/21 (Tabled 3)
III	Romelus	Reg	2 yr term to 12/21 (Tabled 3)
IV	Penserga	Alt	2 yr term to 12/21 (Tabled 2)

#### Applicants:

None

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### Library Board

II	McCray	Reg	2 yr term to 12/21 (Tabled 3)
III	Romelus	Reg	2 yr term to 12/21 (Tabled 3)
IV	Penserga	Reg	2 yr term to 12/20 (Tabled 3)
Mayor	Grant	Alt	2 yr term to 12/21 (Tabled 3)
I	Katz	Alt	2 yr term to 12/20 (Tabled 3)

#### Applicants:

None

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### **Senior Advisory Board**

Mayor	Grant	Reg	2 yr term to 12/21 (Tabled 3)
I	Katz	Alt	2 yr term to 12/21 (Tabled 3)
II	McCray	Reg	2 yr term to 12/20

### **Applicants:**

None.

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## CITY OF BOYNTON BEACH ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name WOODROW L. HAY Gender: M Telephone # 561-310-7095

Address 427 NW 5TH AVE.  
BOYNTON BEACH, FL Zip Code 33435

E-mail Address: WOODROWHAY@MSN.COM Other Phone: 561-310-7095

Current occupation or prior occupation: RETIRED / SCHOOL DISTRICT  
OF PALM BEACH COUNTY

Education B.S IN HUMAN RESOURCE / COMPUTER SCIENCE

Are you a registered voter? ☒ Yes ☐ No  
Do you reside within the Boynton Beach City limits? ☒ Yes ☐ No  
Do you own/manage a business within the City limits: ☐ Yes ☒ No  
If "yes", name of business \_\_\_\_\_

Are you currently serving on a City board? ☐ Yes ☒ No  
Have you served on a City board in the past? ☒ Yes ☐ No

If so, which board(s) and when?  
PLANNING & DEVELOPMENT BOARD FROM 1999-2007

Have you ever been convicted of a crime? NO  
If so, when \_\_\_\_\_ Where \_\_\_\_\_

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

<input type="checkbox"/> Arts Commission	<input type="checkbox"/> Library Board
<input type="checkbox"/> Building Board of Adjustment & Appeals	<input type="checkbox"/> Planning & Development Board
<input checked="" type="checkbox"/> Community Redevelopment Advisory Board	<input type="checkbox"/> Police Officers' Retirement Trust Fund
<input type="checkbox"/> Education and Youth Advisory Board	<input type="checkbox"/> Recreation & Parks Board
<input type="checkbox"/> Employees' Pension Board	<input type="checkbox"/> Senior Advisory Board
<input type="checkbox"/> Firefighters' Pension Trust Fund	
<input type="checkbox"/> Golf Course Advisory Committee	
<input type="checkbox"/> Historic Resources Preservation Board	



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

I would bring a wealth of experience to the table having been a member of many City boards. I have served as Mayor, Vice-Mayor, and Commissioner of Boynton Beach. I served 5 years on the original Housing Authority of BB, and eight years on the P&D Board.

Please list any professional memberships:

N/A

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

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

Signature:

Woodrow Hay

Date:

12-18-19



# CITY OF BOYNTON BEACH

## ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. **Please print or type all answers clearly.** If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name Bernard Wright Gender: M Telephone # 754-246-0767

Address 713 N.W. 2nd ST  
Boynton Beach, FL Zip Code 33435

E-mail Address: Bernardwright52@yahoo.com Other Phone: \_\_\_\_\_

Current occupation or prior occupation: Minister. Community  
Activist / Advocate; Block + Bricks mason (Certified) Apprentice  
Education Education Continuing College  
level. Past Student ITT Tech.

Are you a registered voter? ☒ Yes ☐ No  
Do you reside within the Boynton Beach City limits? ☒ Yes ☐ No  
Do you own/manage a business within the City limits: ☒ Yes ☐ No  
If "yes", name of business Bernard Wright ministries  
Are you currently serving on a City board? ☐ Yes ☒ No  
Have you served on a City board in the past? ☐ Yes ☒ No  
If so, which board(s) and when?

Have you ever been convicted of a crime? Amend 4  
If so, when Amend 4 Where Amend 4

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

<input type="checkbox"/> Arts Commission	<input type="checkbox"/> Library Board
<input type="checkbox"/> Building Board of Adjustment & Appeals	<input type="checkbox"/> Planning & Development Board
<input checked="" type="checkbox"/> Community Redevelopment Advisory Board	<input type="checkbox"/> Police Officers' Retirement Trust Fund
<input type="checkbox"/> Education and Youth Advisory Board	<input type="checkbox"/> Recreation & Parks Board
<input type="checkbox"/> Employees' Pension Board	<input type="checkbox"/> Senior Advisory Board
<input type="checkbox"/> Firefighters' Pension Trust Fund	
<input type="checkbox"/> Golf Course Advisory Committee	
<input type="checkbox"/> Historic Resources Preservation Board	

CITY OF BOYNTON BEACH  
CITY CLERK'S OFFICE  
NOV 33 11:45

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

Minister, Community activism 8 years  
Boynton - Civil Rights movement  
50 years. Passion for the  
betterment of Boynton as a  
whole, heart of Boynton specifically.  
CEO of Real Talk Radio; Robert E. Wells  
Foundation; Bernard Wright Ministries  
Please list any professional memberships: member of the  
Universal Church of God,  
East Coast Director of The Tabernacle  
of IZM.

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

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

Signature: Bernard Wright Date: 12-3-19



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Approve travel for Commissioner Romelus to speak at the Ruth's List Annual She's the Change Leadership Conference in Orlando, FL on March 28, 2020.

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**EXPLANATION OF REQUEST:**

Commissioner Romelus has been invited to speak during the "Meet Your Elected Official" session of the Ruth's List Annual She's the Change Leadership Conference in Orlando, FL on March 28, 2020.

The conference will take place at the Rosen Hotel in Orlando and over 450 attendees from around Florida are expected. The theme is **1920-2020: She's the Change Past, Present & Future** and the keynote speaker will be former Michigan Governor Jennifer Granholm. More information on the conference can be found online by visiting <https://ruthslistfl.org/ruths-list-conference-2020/>.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:** Budgeted The conference has a nightly hotel rate of \$159 and Commissioner Romelus plans to spend one night. Event parking is \$8 per day for self-parking guests.

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

Authorize the piggybacking via purchase order of the Sourcewell Contract #022217-NWF with Verizon Connect NWF for an annual cost of \$43,632.50 for vehicle tracking systems with a one off set up fee of \$14,771.30. Sourcewell procurement process satisfies the City's competitive bid requirements.

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**EXPLANATION OF REQUEST:**

The utility is seeking to replace the current Automatic Vehicle Location (AVL) vehicle locator system and has reviewed a number of options to include Verizon Connect NWF Inc. The Verizon Connect system will provide information such as vehicle location, engine condition and speed plus reports on the vehicle mechanical and electrical status. It is possible to enter geo-fencing conditions, which will provide an alarm if a vehicle enters a restricted area or leaves the service area. The basic information is similar to that available from the current AVL system used in the utility at a savings of \$1,206.38 per month; current AVL monthly cost \$3,611.48 compared to Verizon Connect NWF Inc. of \$2,405.10.

In addition to the basic functionality common to many systems, the proposed system has other desirable features. The Verizon Connect system will not require installed equipment on all 2017 vehicles and newer; which reduces cost and maintenance activities. Additionally, the mobile app replaces the requirement for installed tablets in every vehicle; the majority of utility drivers already have assigned city phones. Verizon Connect report functionality is customizable to the needs of the user; customizable forms can be created as part of the mobile app such as pre-trip inspections. Additional features include turn-by-turn route information, sending messages and alerts to supervisor, fleet maintenance activities, and driver sign-in. The current AVL devices are to be phased out in the near future and do not provide the same level of information.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

The replacement of the tracking system will provide a number of additional services for the city. Fleet management will have immediate reports on any vehicle problems ensuring faster response to the issues and prevention of major damage. Pre-trip inspections will be completed on the mobile app instead of paper allowing for more efficient fleet management.

**FISCAL IMPACT:**

The total cost is \$43,632.50

One-time cost of \$14,771.30

Monthly cost of \$2,405.10

81 vehicles and 65 pumps, generator, and other mobile equipment.

Training included, units to be installed by city personnel.

Funds have been budgeted in accounts: 401-2810-536-46.91

401-2811-536-46.91

401-2814-536-46.91

401-2815-536-46.91

401-2816-536-46.91

401-2819-536-46.91

401-2821-536-46.91

401-2823-536-46.91

401-2824-536-46.91

**ALTERNATIVES:**

Upgrade the current AVL system (non city standard) at a higher cost with less features or continue seeking a replacement for the AVL system.

**STRATEGIC PLAN:****STRATEGIC PLAN APPLICATION:****CLIMATE ACTION:****CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

	Type	Description
<input type="checkbox"/>	Quotes	Verizon Proposal
<input type="checkbox"/>	Contract	Sourcewell contract



## Networkfleet Pricing Proposal

Date: 12-10-19

Patrick Nuciforo

Please review your custom Pricing Proposal below.  
For questions, please inquire with your sales contact.

patrick.nuciforo@verizon.com

### BILLING INFORMATION

**Bill To Company:** / City of Boynton Beach  
**Billing Address:** 124 E WOOLBRIGHT RD  
**City:** BOYNTON BEACH  
**State:** FL  
**Zip:** 33435

### SHIPPING INFORMATION

**Ship-To Company :** /City of Boynton Beach  
**Shipping Address:**  
**City:**  
**State:**  
**Zip:**

### PRODUCTS & SERVICES

SEQ	ITEM	SKU	CATEGORY	QTY TERM	NRC PRICE	NRC TOTAL	MRC PRICE	MRC TOTAL
1	SOL-TELOGIS GOVERNMENT ASSET POWERED	SOL-TELOGIS GOVERNMENT ASSET POWERED-VERIZON	SOLUTION	65 12 Months	0.00	12,260.30	0.00	858.00
1.1	STANDARD EQUIPMENT - ASSET POWERED	AHP10001	HARDWARE	65 N/A	188.62	12,260.30	0.00	0.00
1.2	VCT GOVERNMENT ASSET SUBSCRIPTION	FAS10003G	SERVICE	65 12 Months	0.00	0.00	13.20	858.00
2	SOL-TELOGIS GOVERNMENT FLEET ENHANCED	SOL-TELOGIS GOVERNMENT FLEET ENHANCED-VERIZON	SOLUTION	81 12 Months	0.00	2,511.00	0.00	1,547.10
2.1	STANDARD EQUIPMENT - FLEET	FHW10001	HARDWARE	81 N/A	31.00	2,511.00	0.00	0.00
2.2	VCT GOVERNMENT FLEET ENHANCED SUBSCRIPTION	FSS10002G	SERVICE	81 12 Months	0.00	0.00	19.10	1,547.10
* Sales Tax and Shipping are additional to this subtotal				* ONE TIME CHARGE:	\$ 14,771.30	* MONTHLY RECURRING CHARGES:		\$ 2,405.10

### COMMENTS

### TERMS AND CONDITIONS

- Pricing provided for this quote is valid for Sourcewell (formerly NJPA) procurements only. Any future contract shall be issued under Verizon Connect NWF Inc.(VCN) (formerly Networkfleet) Sourcewell Contract #022217-NWF and associated attachments therein. No other terms and conditions apply.
- Should a Purchase Order (PO) be issued to VCN for the procurement of the items quoted, the PO number will be used for reference purposes ONLY on any invoice from VCN. Any terms and conditions contained in the purchase order are rejected, void and have no force or effect.
- Shipping and/or applicable taxes:
  - Pricing provided does not include taxes. Taxes (if applicable) are applied to the monthly invoice
  - Shipping: FOB Destination. Shipping is included in the price above.
- Discount for Networkfleet 5200 and 5500 series products only: New and existing Government customers purchasing either the Networkfleet 5200 or 5500 Series Devices, from 11/22/2019 to 12/31/2019, will receive a device discount of \$85.00 for each new 5200 or 5500 Series Device with a new line of Networkfleet Service and a minimum twelve (12) month Device Contract Term. The applicable Device will be activated on installation in a vehicle. The Networkfleet Services fee for the applicable Device begins at the time of activation of the Device. NOTE: Any executed order, received later than 12/31/2019, will be null and void and ineligible to receive the discount described above.





Networkfleet, Inc.  
NJPA, RFP #022217  
Proposal Response

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST



Company Name: Networkfleet, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
8.8/27 and 8.10/27	Indemnification and Patent and copyright infringement	Networkfleet proposes to replace the indemnification and Patent and copyright infringement provisions as defined in the aforementioned sections of the RFP with Section 12 Indemnification from the Additional Terms and Conditions listed above.	Not Accepted
8.23/29	Material Suppliers and Sub-Contractors	Networkfleet can provide NJPA with information pertaining to our suppliers; however, Networkfleet does not agree to provide the same information to NJPA members.	
		See Exhibit C-1 for additional requested terms to be included in any resulting contract.	See Below

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NJPA's clarification on exceptions listed above:

8.23 - Acknowledged as a proposal. This response is best included in the relevant questions within Form P.

Exhibit C-1 These items may be addressed on the purchase order level with individual customers

Reviewed and Approved

*[Signature]* 5/31/17  
NJPA Legal Department





Verizon Connect NWF Inc.  
(formerly Networkfleet, Inc.)  
Sourcewell Contract #022217-NWF  
Exhibit C-1, Additional T&Cs, rev 1-15-2019

### **Exhibit C-1: Verizon Connect NWF Additional Terms and Conditions**

The general terms and conditions governing the purchase and use by a Sourcewell Member ("Customer" or "You") of products and services of Verizon Connect NWF Inc. (VCN), a subsidiary of Verizon Connect, are set forth below (hereinafter referred to as the "Agreement"). You will be required to agree to this Agreement by either providing an electronic signature as part of completing an electronic Order Form or by signing an Order Form for VCN products and services. If you do not agree to this Agreement, you may not order VCN products or services.

#### **1. DEFINITIONS**

**When used in this Agreement, the following terms, when capitalized, shall have the meaning as set forth below:**

- 1.1. **Accepted Order Form:** An Order Form which has been executed by Customer and accepted by VCN.
- 1.2. **Agreement Term:** The term of this Agreement as set forth in Section 11.1 below.
- 1.3. **Bundled Billing Start Date:** The first of the month following the month the bundled Devices are shipped.
- 1.4. **Confidential Information:** Any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of VCN products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that the Receiving Party can show: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.
- 1.5. **Customer Website Pages:** The web pages on the VCN Website which are designated by VCN for use by Customer.
- 1.6. **Device Contract Term:** The minimum length of time a Device is required to be active as identified on the applicable Accepted Order Form.
- 1.7. **Devices:** The wireless device or devices designated on an Accepted Order Form.
- 1.8. **Fees:** The Device and accessory purchase prices, Device installation fees, the VCN Service fees and any other fees payable by Customer as set forth in an Accepted Order Form.
- 1.9. **Order Form:** An order form provided by VCN to Customer, pursuant to which Customer orders Devices, and/or Services.
- 1.10. **VCN Services:** The services offered hereunder by VCN, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the VCN Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (API's) provided by VCN ("VCN Data Services"), but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by VCN as set forth on a Professional Services Addendum attached to an order.
- 1.11. **VCN Website:** The VCN website currently located at [www.verizonconnect.com](http://www.verizonconnect.com).
- 1.12. **Service Partners:** The companies that VCN and VCT work with, from time to time, to provide the VCN Services and/or VCT Software Service, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.





Verizon Connect NWF Inc.  
(formerly Networkfleet, Inc.)  
Sourcewell Contract #022217-NWF  
Exhibit C-1, Additional T&Cs, rev 1-15-2019

1.13. **Vehicle:** An on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

1.14. **Definitions applicable solely to the Verizon Connect (VCT) Platform products and services:**

1.14.1 **Map Data:** The map data and satellite imagery provided as part of the Software Service. The use of Map Data is pursuant to applicable end user license agreements which are incorporated herein by reference and can be found on the VCT Website.

1.14.2 **Product:** Any equipment or accessory provided for use with any Software Service.

1.14.3 **Product Installation Services:** The set of services offered to install a Product in accordance with Section 4 below.

1.14.4 **Remote Software:** Software that may be provided by VCN that will be installed on a permitted device or computer system to access the Service Website and certain additional features of the Software Service. The use of Remote Software is pursuant to applicable end user license agreements which are incorporated herein by reference and may be found on the VCT Website.

1.14.5 **Service Website:** An access-restricted website and its related databases, servers, and software.

1.14.6 **Server Software:** The software residing on the Service Website.

1.14.7 **Software Service:** Any software service ordered hereunder.

1.14.8 **VCT:** Verizon Connect Telo Inc. is an affiliate of VCN.

1.14.9 **VCT Website:** The VCTwebsite located at [www.verizonconnect.com](http://www.verizonconnect.com).

1.14.10 **Third Party Services:** The services that Customer may elect to receive directly from a third party, including wireless service, internet service, safety monitoring, fuel card, or any other service related to the Software Service. Additional terms and conditions between the Third Party Service Provider and Customer apply if Third Party Services are used in connection with the Software Service.

1.14.11 **Third Party Service Providers:** The providers of the Third Party Services.

2. **ORDERS, DELIVERY, AND ACCEPTANCE**

2.1. Customer may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without VCN's written consent; any such action by Customer shall be considered null and void and have no effect on the Accepted Order Form. The transmittal by VCN to Customer of an Order Form does not constitute an offer. All orders are subject to acceptance by VCN, evidenced either (a) in writing via email, or (b) by shipping the Devices or provisioning the VCN Services or the VCT Software Service.

2.2. **Shipping, Risk of Loss and Acceptance:** Devices will be shipped to the address designated on Customer's Accepted Order Form. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Shipping is included in the price of equipment.

3. **LICENSE**

3.1. **VCN LICENSE**

3.1.1 During the time that Customer is entitled to receive VCN Services hereunder, VCN grants to Customer a non-exclusive, non-transferable license to: (a) use the VCN Services in the United States and such other countries as may be approved by VCN in writing; (b) access and use the Customer Website Pages; and (c) use the firmware and the software included in the VCN Devices, solely for use in connection with the VCN Services, and as provided in this Agreement. Redistribution or resale of the VCN Services by the Customer is prohibited without VCN's prior written consent.





Verizon Connect NWF Inc.  
(formerly Networkfleet, Inc.)  
Sourcewell Contract #022217-NWF  
Exhibit C-1, Additional T&Cs, rev 1-15-2019

3.1.2 VCN Data Services, if applicable, are subject to the then current "VCN Data Services Use Policy and Procedure" which is located at [https://static.verizonconnect.com/networkfleet/Data\\_Services\\_Use\\_Policy.pdf](https://static.verizonconnect.com/networkfleet/Data_Services_Use_Policy.pdf), as it may be updated from time to time.

### 3.2. VCT LICENSE

3.2.1 During the term during which Customer is entitled to use the Software Service hereunder, Customer will have a non-exclusive, non-transferable license to: (i) access and use the Server Software through the Service Website within the United States; (ii) download one copy of the Remote Software to each permitted device or computer system; (iii) install and use, for its internal business purposes only, the Remote Software on each permitted device or computer system; (iv) view any Map Data; and (v) use the Software Service in accordance with these Terms and Conditions.

## 4. INSTALLATION SERVICES

4.1. VCN: If VCN accepts an order for VCN Device installation services, VCN or its Service Partners will install the VCN Device in the applicable vehicle at a mutually agreed location, in accordance with VCN's Installation Policy, located at [https://static.verizonconnect.com/networkfleet/Installation\\_Policy.pdf](https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf), as it may be amended from time to time. The parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date of acceptance of the installation order. Before proceeding with any installation that involves more work than is standard and customary, VCN will advise and obtain Customer approval for additional fees to be charged for such non-standard installation. Customer acknowledges and agrees that installation of the VCN Device may involve drilling holes, rewiring, and performing other similar alterations to the Vehicle and that VCN has no obligation to restore the Vehicle to its original state after removal of the VCN Device.

4.2. VCT PLATFORM: VCN will perform Product Installation Services pursuant to these Terms and Conditions to enable VCT products and services ordered by Customer. Product Installation Services may be performed by a Service Partner, who will install the Product at a mutually agreed upon time and location. Product Installation Services include: (i) the installation of Products and corresponding accessories into Customer designated vehicles; and (ii) the provision of cable wiring and other minor ancillary parts required to install the purchased Product. Prior to installation, Customer must provide to VCN, an accurate list of Products to be installed and the address where Product should be shipped. Customer personnel must be onsite during Product installation to: (i) provide keys and access to vehicles; (ii) allow for vehicle inspections; and (iii) identify installation-related issues. If Customer personnel does not remain onsite during the entirety of the installation process, the installation will be deemed accepted when completed. The following services are outside the scope of VCN's Product Installation Services; VCN will not be obligated to: (a) procure, install, or configure mobile devices; (b) install tablets or tablet mounts; or (c) train Customer on how to self-install Product or other hardware. Generally, VCN will require two to three weeks' lead-time to begin installations. When Product Installation Services are completed, the installer will provide an installation log to Customer documenting any issues found. Installer will follow generally accepted industry standards when performing Product Installation Services. Specific installation requests must be provided by Customer in writing.

## 5. TRAINING AND SUPPORT SERVICES

5.1. Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and VCN Services and will require such coordinator(s) to participate in training provided from time to time by VCN.

5.2. During the time Customer is entitled to receive Services, and subject to Section 8 below (Exclusions), VCN or its designee will provide Customer with reasonable telephone or e-mail consultation and technical assistance regarding the Devices and VCN Services during VCN's regular working hours. Customer may call VCN or its designee at (866) 227-7323 or e-mail inquiries to [NWFSupport@Verizonconnect.com](mailto:NWFSupport@Verizonconnect.com) for support services.





## 6. CUSTOMER OBLIGATIONS

6.1 **VCN:** Customer agrees to use the VCN Devices, VCN Services, VCN Website, and Customer Website Pages in accordance with their intended purposes. Customer shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with VCN's Website Acceptable Use Policy and Privacy Policy which are available on the VCN Website. Customer will provide notice to its Vehicle operators that the Vehicle has been enabled for VCN Services and that VCN Services may collect data associated with the Vehicle's location and manner of operation.

6.2 **VCT PLATFORM:** Customer agrees to use the Products, Service Website, Server Software, Remote Software, Map Data, and VCT Website in accordance with their intended purposes. Customer shall comply, and cause its employees and agents to comply with all applicable laws and regulations, VCT's acceptable use policy, and all other policies that VCT may establish from time to time, which are, or will be available on the VCT Website. Customer will provide notice to their vehicle operators that the vehicles have been enabled for Software Service and that the Software Service may collect data associated with the vehicle's location and manner of operation.

## 7. LIMITED WARRANTY

### 7.1. VCN:

7.1.1 **Devices:** VCN warrants to Customer that VCN Devices (other than Asset Tracker Devices) and harnesses will be free from defects in material and workmanship that prevent the VCN Device from functioning in accordance with its specifications for the entire period of ownership of such VCN Device

7.1.2 **Asset Tracker Devices:** VCN warrants to Customer that Asset Tracker Devices (excluding the battery) which have been purchased new from VCN by Customer will be free from defects in material and workmanship that prevent the VCN Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device.

7.1.3 **Accessories:** VCN warrants to Customer that all accessories (other than harnesses) which are purchased new from VCN by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.

### 7.1.4 Installation Services:

7.1.4.1 **Standard Warranty:** VCN warrants to Customer that installation services provided by VCN or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services.

7.1.4.2 **Extended Warranty:** In the event Customer purchases an extended installation warranty ("**Limited Lifetime**"), VCN warrants to Customer that such installation services shall be free from defects in workmanship for the entire period of Customer's uninterrupted use of the VCN Device pursuant to this Agreement.

7.1.5 **Warranty Claims:** Warranty claims must be made by notifying VCN in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in VCN's then-current applicable warranty policy located at [https://static.verizonconnect.com/networkfleet/Limited\\_Lifetime\\_Warranty\\_Policy\\_Direct\\_VAR.pdf](https://static.verizonconnect.com/networkfleet/Limited_Lifetime_Warranty_Policy_Direct_VAR.pdf). Subject to Section 8 below (Exclusions) and the provisions of VCN's then-current applicable warranty policy, VCN will, at its discretion, either repair or replace any non-complying VCN Device with a VCN Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the VCN Device.

7.1.6 THE REMEDIES IN THIS SECTION 7 ARE VCN'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

### 7.2. VCT PLATFORM:





- 7.2.1 VCN warrants to Customer that a Product purchased hereunder will be free from material defects in material and workmanship that prevent the Product from functioning in accordance with its specifications for a period of twelve (12) months from shipment;
- 7.2.2 VCN warrants to Customer that the Software Service will materially conform to the applicable user documentation provided with the Software Service for the term of the order;
- 7.2.3 VCN warrants to Customer that Product Installation Services will be free from defects in workmanship for thirty (30) days from completion of such installation;
- 7.2.4 VCN will, at its discretion, repair or replace any Product with a Product of equivalent functionality, and if applicable, remedy any defects in installation of the Product. VCN will use commercially reasonable efforts to repair or replace the non-conforming Software Service as a part of support and maintenance for the Software Service;
- 7.2.5 THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY. EXCLUSIONS

## 8. EXCLUSIONS:

- 8.1. **VCN:** The Limited Warranty and support services provided by VCN do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (a) for installation not performed by VCN or its authorized subcontractors ("**Self Installation**"), failure to properly install the VCN Devices as described in the VCN installation guides (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper Self Installation); (b) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (c) failure of the facilities Customer uses to access the VCN Website or failure to conform to VCN specifications; (d) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by VCN; or (e) use by Customer of hardware or software not provided or approved by VCN. Customer will be responsible for the cost of any support services provided by VCN caused by any of the foregoing.
- 8.2. **VCT PLATFORM:** The limited warranty does not cover any Product which: (i) has been repaired, disassembled, reverse engineered, decompiled, adjusted, altered, or modified in any way so as in the judgement of VCN, or its supplier to affect its stability and reliability; (ii) has an accessory purchased from any entity other than VCN installed thereon; (iii) has been subject to misuse, abuse, negligence, accident, incorrect installation (unless installed by VCN, VCT, or Service Partner), or improper storage, maintenance, or operation; (iv) has had software installed on it by a party other than the original manufacturer, VCN, or Service Partner; (v) has been subjected to operating or environmental conditions that deviate from the Product's specifications; (vi) has been damaged due to acts of God; (vii) has been damaged due to service performed by an unauthorized entity; or (viii) has its serial number defaced, altered, or removed. The limited warranty does not extend to Map Data. Nothing will be construed as providing or intending to provide a limited warranty to a third party. The limited warranty will not apply if Customer has more than one On-Board Diagnostic System II device connected to an On-Board Diagnostic System port at a time. The limited warranty does not extend to any accessories (e.g. panic switch, ID button, cables, and other accessories purchased for use with location tracking units) or tablets, except that VCN will pass on to Customer any manufacturer warranty made available by manufacturer, if applicable. VCN does not warrant installations during any period, (a) against abuse, misuse, modification, or unintended use; or (b) an installation which results in covering or otherwise concealing an antenna.

## 9. DISCLAIMER OF WARRANTIES

- 9.1. **VCN:** EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN SECTION 7 ABOVE, VCN MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE VCN DEVICES AND THE VCN SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VCN DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND





ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VCN DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE VCN DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM VCN TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

- 9.2. **VCT PLATFORM:** EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY SET FORTH IN SECTION 7.2, NETWORKFLET MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE PRODUCTS SOLD, OR THE SOFTWARE SERVICE, SUPPORT SERVICES, REMOTE SOFTWARE, SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (INCLUDING HOURS OF SERVICE ("HOS") REPORTS), OR INSTALLATION PROVIDED HEREUNDER, INCLUDING QUALITY, RELIABILITY, OR ACCURACY; (II) THE SOFTWARE SERVICE, SUPPORT SERVICES, REMOTE SOFTWARE, SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS BASIS"; AND (III) VCN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, VCN DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, PERFORMANCE, ACCURACY OR THE RESULTS OF THE USE OF PRODUCTS, SOFTWARE SERVICE (INCLUDING ALERTS OR HOS), SUPPORT SERVICES, SERVICE WEBSITE, SERVER SOFTWARE, REMOTE SOFTWARE, MAP DATA, COLLECTED DATA, ALERTS, OR REPORTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VCN WILL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO, AND WILL NOT, RELY ON ANY SUCH ADVICE OR INFORMATION.

## 10. FEES AND PAYMENT TERMS

- 10.1. Unless otherwise provided in an Accepted Order Form, or by written agreement between VCN and Customer:
- 10.1.1 **Unbundled Devices and Accessories:** Purchase prices and shipping fees are invoiced upon delivery of the Device and/or accessory, as applicable, to the common carrier for shipment to Customer.
  - 10.1.2 **Unbundled Network Services and Software Service:** The Services fee for a Device begins at the time of activation of the Device and is invoiced monthly in arrears.
  - 10.1.3 **Bundled Devices:** The monthly bundled rate for a Device (includes Device, applicable accessory, VCN Services and ground shipping) is invoiced monthly in arrears on the Bundled Billing Start Date as defined in Section 1.3 above.
  - 10.1.4 **Device Installation Fee:** If applicable, the Device installation fee is invoiced one-time upon completion of the installation services. However if the extended installation (Limited Lifetime) warranty is purchased, then the monthly installation fee is invoiced upon applicable Device activation.
- 10.2. Unless otherwise provided in an Accepted Order Form, or by written notice by VCN to Customer (which notice cannot provide for a payment date prior to the invoice date), payment of all fees must be made automatically via credit or debit card or ACH on the invoice date. Customer is responsible for providing updated payment authorizations if payment information changes and failure to do so may result in a suspension or termination of VCN Services.
- 10.3. All other fees are due and payable as set forth in the Accepted Order Form.
- 10.4. Fees do not include applicable taxes and surcharges. VCN may charge, and Customer agrees to be responsible for, and pay at the same time as Fees are paid, applicable state and local sales taxes and other government mandated fees in connection with the sale of the Devices, VCN Services, and Software Service unless Customer has provided satisfactory certificates or other evidence of exemption.
- 10.5. Customer understands and agrees that the VCN Website contains functionality that allows Customer to make changes to Customer's account, including changes by Customer which may affect the monthly charges for the VCN Service or other fees payable to VCN. Customer shall be responsible for all charges resulting from Customer's actions initiated through Customer's access to the VCN Website.





## 11. TERM, SUSPENSION AND TERMINATION

- 11.1. **Agreement Term:** The initial Agreement Term shall be for the Device Contract Term specified on the Accepted Order Form, beginning on the effective date of the Accepted Order Form. Upon expiration of the initial Agreement Term, this Agreement will automatically renew for one-month periods until either party elects to terminate by providing written notice to the other party, or the Agreement is otherwise terminated, as set forth herein.
- 11.2. **Device Contract Term:** The Device Contract Term for each Device begins: (a) for non-bundled Devices upon activation; or (b) for bundled Devices upon the Bundled Billing Start Date. When the Device Contract Term expires, VCN Services shall continue on a month-to-month basis.
- 11.3. **Termination:** Either party may terminate its obligations pursuant to an Accepted Order Form by giving written notice to the other party: (a) immediately if the other party breaches its obligations under an Accepted Order Form or this Agreement and fails to cure such breach within ten (10) days after receipt of notice for payment breach or within thirty (30) days after receipt of notice for all other types of breaches (or such later date as may be specified in the notice); or (b) without cause with sixty (60) days' advance written notice. If notice of breach is sent by VCN, during the notice or cure period VCN may suspend Customer's access to and use of the Customer Website Pages and/or VCN Services with respect to all Customer Devices, without incurring any liability whatsoever, until the breach is cured, and Customer shall remain liable for all applicable Fees while access and use are suspended.
- 11.4. VCN may terminate its obligations pursuant to an Accepted Order Form immediately and without limiting its other rights or remedies available at law or in equity if Customer breaches its obligations under an Accepted Order Form or this Agreement and was sent a prior notice of breach during the preceding twelve (12) months, such termination to be effective on the date specified in the notice or the date of the notice, if no effective date is specified.
- 11.5. **ETF:** VCN will charge an early termination fee ("ETF") for Devices terminated by VCN pursuant to Section 11.3(a) or 11.4 above, or terminated by Customer pursuant to Section 11.3(b) above prior to the Device being activated for at least the length of its applicable Device Contract Term in the amount of: (a) Ten Dollars (\$10.00) per month for each bundled Device (other than for a bundled Expressfleet Device) for the remainder of the Device Contract Term, or (b) Five Dollars (\$5.00) per month for each bundled Expressfleet Device for the remainder of the Device Contract Term.
- 11.6. If the obligations of either party pursuant to an Accepted Order Form are terminated for any reason in accordance with this Section 11, the VCN Services will terminate effective as of the date of the termination, Customer will pay to VCN any Fees for Devices received or VCN Services provided prior to the effective date of the termination, and the parties' respective rights and obligations under Sections 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20 and 21 of this Agreement will survive.

## 12. INDEMNIFICATION

- 12.1. The party seeking indemnification pursuant to the associated Sourcewell Contract #022217-NWF shall: (a) provide the other party with prompt written notice of the claim; (b) allow the indemnifying party to control the defense and settlement of the claim, provided, however, that the indemnifying party shall not agree to any injunctive relief or settlement that obligates the indemnified party to perform any obligation make an admission of guilt, fault or culpability or incur any expense, without such indemnified party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying party.

## 13. LIMITATION OF LIABILITY

- 13.1. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED





THAT THOSE DAMAGES MAY OCCUR. VCN'S CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VCN UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF EITHER PARTY ARISING UNDER SECTION 12 (INDEMNIFICATION), SECTION 15 (CONFIDENTIALITY) AND/OR SECTION 16 (PROPRIETARY RIGHTS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.

- 13.2. WITHOUT LIMITING THE FOREGOING, UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VCN, VCN IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VCN OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VCN CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VCN SERVICES.
- 13.3. CUSTOMER UNDERSTANDS AND AGREES THAT: (a) THE DEVICE IS A WIRELESS DEVICE AND THAT THE VCN SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH VCN'S DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (b) THE VCN SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VCN SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VCN DOES NOT CONTROL; AND (c) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

#### 14. Intentionally left blank

#### 15. CONFIDENTIALITY

- 15.1. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure); or (d) consented to in writing by the Disclosing Party.
- 15.2. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.
- 15.3. The provisions of this Section 15 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

#### 16. PROPRIETARY RIGHTS





#### 16.1. VCN:

- 16.1.1 Customer acknowledges and agrees that the VCN Devices, the VCN Service and the VCN Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "**Proprietary Rights**") of VCN, its affiliates or the Service Partners (including, with respect to the VCN Website, materials that may be proprietary to Tele Atlas or its suppliers), and that VCN, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for VCN, its affiliates and/or the Service Partners to the VCN Devices, the VCN Service or the VCN Website, regardless of whether such items or services are created or suggested by Customer.
- 16.1.2 Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any VCN Device, the VCN Website or VCN Services, or otherwise provided to Customer by or on behalf of VCN, and will not disclose such software or provide access to the VCN Devices, such software or any VCN Services to any third party for such a purpose.
- 16.1.3 Customer agrees that with respect to VCN Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such VCN Services to any third party; (b) except with the express written consent of VCN, combine, embed or incorporate the VCN Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the VCN Devices; (c) remove or alter any proprietary notices in the VCN Services; (d) use the VCN Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the VCN Services in any manner that threatens the integrity, performance, or availability of the VCN Service; or (f) use the VCN Service in any manner that violates local, state or federal laws, regulations or orders.

- 16.2. **VCT PLATFORM:** Customer acknowledges and agrees that the proprietary information and know-how, techniques, algorithms, and processes provided by or contained in the Service Website, Service Software, Remote Software, or Map Data, or any modification or extraction thereof, constitute trade secrets and confidential information of VCN, Service Provider or their suppliers and will only be used by Customer in accordance with the Terms and Conditions. Customer will protect such trade secrets and confidential information. Customer agrees that Customer will not, nor will it permit any third party to (a) modify, create derivative works, copy, publicly display, publicly perform, resell, transfer, distribute, sublicense, or reproduce the Software Service, Service Website, Server Software, Remote Software or Map Data; (b) use the Software Service, Service Website, Server Software, Remote Software or Map Data to develop any other software, product or service including, but not limited to, any other software, product, or service that is competitive with the Software Service; (c) copy, decompile, disassemble, modify, make corrections to or reverse engineer Software Service, Service Website, Server Software, Remote Software or Map Data or otherwise attempt to gain access to any underlying code used to implement or deploy the Service Website; (d) remove or obscure any proprietary rights notice provided on the Software Service, Service Website, Server Software, Remote Software or Map Data; (e) use the Software Service in any connection with transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Software Service in any manner that violates local, state or federal laws, regulations or orders.

#### 17. MODIFICATIONS; WEBSITE MAINTENANCE

- 17.1. **VCN:** VCN may alter or modify all or part of the VCN Devices, the VCN Services or the VCN Website from time to time; provided that such alterations or modifications shall not materially adversely affect the intended use of the VCN Services or VCN Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. If such alterations or modifications in fact materially adversely affect such





intended use, Customer may, as its sole and exclusive rights and remedy, elect to terminate this Agreement on thirty (30) days written notice to VCN. VCN reserves the right to perform scheduled maintenance for the VCN Services and VCN Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve VCN Website and VCN Services unavailability.

- 17.2. **VCT PLATFORM:** Customer agrees VCT may alter or modify all or part of the Product, the Software Service, Service Website, Server Software, or VCT Website from time to time; provided such changes do not materially adversely affect Customer's use of the Software Service, Service Website, or VCT Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of certain features, information, products, services, software or changes in instructions. Customer agrees VCT has the right to perform scheduled maintenance for the Software Service, Service Website, and VCT Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Software Service, Service Website, or VCT Website unavailability.

## 18. DATA

- 18.1. **VCN DATA:** Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the VCN Devices, the VCN Services and the VCN Website ("**Business Data**") and that Customer approves and grants to VCN, its affiliates and the Service Partners the nonexclusive license and right to collect, access, copy, share and use the Business Data in the course of performing the VCN Services and as needed to analyze, measure and optimize the performance of the VCN Devices and the VCN Services. Aggregated or de-identified Business Data may be used for business and marketing purposes by VCN, its affiliates, or third parties.
- 18.2. **VCT PLATFORM DATA:** In the course of providing the Software Service, VCN, its affiliates and the Service Partners may receive or collect spatial data or data relating to the vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, names and ID numbers of employees, and addresses of customers ("**Collected Data**"); and may continue to receive and collect the Collected Data after the termination of the Software Service for purposes of facilitating Third Party Services that are requested by Customer. Customer agrees that during the Software Service, VCN, its affiliates and the Service Providers may (i) retain and use Collected Data for purposes of providing the Software Service, support services, installation, and conducting research and development; (ii) share Collected Data with VCN's affiliates, subject to an obligation of confidentiality; and (iii) disclose Collected Data if required under applicable law, regulation or court order.

## 19. SERVICE PARTNERS

- 19.1. Nothing set forth in an Accepted Order Form or in this Agreement gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among VCN and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in this Agreement, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

## 20. EXPORT CONTROL

Customer understands and agrees that: (a) the software used in connection with the Service is controlled by U.S. export control laws; (b) further transfer or export of the software may be subject to U.S. export control laws or similar laws of other countries; (c) Customer will abide by such laws; and (d) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that Customer





is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

## 21. GENERAL

- 21.1. No amendment, change, modification or waiver to any provision of any Accepted Order Form or this Agreement will be binding unless signed by an authorized representative of each party.
- 21.2. The provisions of an Accepted Order Form, including without limitation, this Agreement, and any action related thereto will be governed and interpreted under the laws of the State of Delaware without giving effect to any conflicts of law principles to the contrary.
- 21.3. EACH PART OF THIS AGREEMENT THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES OR GUARANTEES, OR EXCLUDES DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED IN SUCH MANNER. IF ANY REMEDY FAILS TO FULFILL ITS ESSENTIAL PURPOSE, THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES REMAIN IN EFFECT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- 21.4. Except as otherwise expressly permitted in this Agreement, each party must deliver all notices or other communications required or permitted under an Accepted Order Form or this Agreement to the other party, in the case of VCN to VCN, Inc., 9868 Scranton Road, San Diego, California 92121, attention: NWF Contracts; e-mail: [NWFContracts@verizon.com](mailto:NWFContracts@verizon.com); and in the case of Customer at the address listed on the signature page of the Accepted Order Form, by courier, by certified or registered mail (postage prepaid and return receipt requested), electronically with proof of receipt, or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.
- 21.5. Customer may not assign, sublease, sublicense or in any way transfer or assign any of its rights and obligations under this Agreement without VCN's prior written consent, including by operation of law, change of control, merger or otherwise.
- 21.6. This Agreement, together with any Accepted Order Form and any documents or policies referred to herein or in an Accepted Order Form, constitutes the entire agreement between Customer and VCN with respect to the Devices, the VCN Services, and the Software Services and shall prevail over all prior or contemporaneous oral and written communications or agreements between Customer and VCN. In the event of any conflict or inconsistency between the provisions of this Agreement, an Accepted Order Form, or any documents or policies referred to herein or in an Accepted Order Form, the parties agree that any such conflict or inconsistency shall be resolved first in favor of an Accepted Order Form, and next in favor of this Agreement. VCN will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement or an Accepted Order Form which is proffered by Customer in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless VCN specifically agrees in writing.
- 21.7. Any waiver or failure to enforce any provision of this Agreement or an Accepted Order Form on one occasion will not be deemed a waiver of any such provision or any other provision on any other occasion.
- 21.8. In any arbitration, mediation or other legal action or proceeding to enforce any right or remedy under an Accepted Order Form or this Agreement, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, its reasonable attorneys' fees and other costs incurred in that action or proceeding.
- 21.9. If any provision of an Accepted Order Form or this Agreement is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Accepted Order Form and this



Verizon Connect NWF Inc.  
(formerly Networkfleet, Inc.)  
Sourcewell Contract #022217-NWF  
Exhibit C-1, Additional T&Cs, rev 1-15-2019

Agreement will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

**22. ORDER OF PRECEDENCE**

In the event of a conflict between provisions, the following order of precedence applies: (1) these additional terms and conditions as included in Form C-1; (2) VCN's proposal; (3) the RFP; and (4) documents attached to or incorporated by reference in the RFP.

Contract Award  
RFP #022217

FORM D



Formal Offering of Proposal  
(To be completed only by the Proposer)

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Networkfleet, Inc. Date: February 22, 2017

Company Address: 9868 Scranton Road

City: San Diego State: CA Zip: 92121

Contact Person: Marchand Clark-Hawkins Title: Contract Analyst

Authorized Signature: *Cherie Breidenbach* Cherie Breidenbach  
(Name printed or typed)



**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 #: 022217-NWF

Proposer's full legal name: Networkfleet, 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 June 1, 2017 and will expire on June 1, 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/CPO SIGNATURE

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on June 1, 2017

NJPA Contract # 022217-NWF

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name **NETWORKFLEET, INC.**

Authorized Signatory's Title **Manager, Contract Management**

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Leanna Long  
(NAME PRINTED OR TYPED)

Executed on **June 1**, 20**17**

NJPA Contract # 022217-NWF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Networkfleet, Inc.

Address: 9868 Scranton Road

City/State/Zip: San Diego, CA 92121

Telephone Number: (858) 450-3245

E-mail Address: cherie.breidenbach@verizon.com

Authorized Signature: *Cherie Breidenbach*

Authorized Name (printed): Cherie Breidenbach

Title: Sr. Contract Manager

Date: February 22, 2017

**Notarized**

See Attached.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of San Diego )  
 On February 20, 2017 before me, Marchand Y. Clark-Hawkins, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Cherie Breidenbach  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marchand Y. Clark-Hawkins  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: NTPA-Proposer Assurance of Compliance Document Date: February 22, 2017  
 Number of Pages: 2 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Cherie Breidenbach  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: NetworkAest, Inc.

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Networkfleet, Inc.

Questionnaire completed by: Marchand Clark-Hawkins

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

We do not provide leasing or financing options, however, we do offer a 36 month bundled solution which bundles the costs of the devices into the service costs, and allows the customer a 36 month period to pay.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Our order process is well defined. Networkfleet creates the NJPA Member's order with terms and conditions ("Order") in Salesforce. The NJPA Member receives, signs, and returns the completed Order to Networkfleet through DocuSign. Upon receipt of the signed Order, Networkfleet creates the NJPA Member's account in our accounting and shipping systems and ships the ordered products. Our Sales Analysts are available to provide any necessary support to the NJPA member in finalizing their order details and/or coordinating installation. Our accounting system collects data from orders and monthly service activations which can be pulled to report quarterly sales to NJPA.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Networkfleet accepts Visa, MasterCard and American Express for payment. We do not charge a fee to process such payments.

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Please refer to Enclosure F to review a copy of our Warranty.

- Do your warranties cover all products, parts, and labor?
  - **Devices:** Networkfleet warrants to Customer that Devices (other than an Asset Tracker Device) and harnesses will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your ownership of such Device
  - **Asset Tracker Devices:** Networkfleet warrants to Customer that Asset Tracker Devices (excluding the battery) which have been purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device.





- o **Accessories:** Networkfleet warrants to Customer that all accessories (other than harnesses) which are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.
- o **Installation Services:**
  - Standard Warranty: Networkfleet warrants to Customer that installation services provided by Networkfleet or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services.
  - Extended Warranty: In the event Customer purchases an extended installation warranty ("**Limited Lifetime**"), Networkfleet warrants to Customer that such installation services shall be free from defects in workmanship for the entire period of Customer's uninterrupted use of the Device pursuant to this Agreement.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

No.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Networkfleet can provide a certified technician to perform warranty repairs within all regions of the United States.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Networkfleet covers warranty service for all items made by other manufacturers that are part of our proposal. These warranty issues are not passed on to the original equipment manufacturer.

- What are your proposed exchange and return programs and policies?

Please refer to Enclosure F to review a copy of our Warranty for more details.

- 6) Describe any service contract options for the items included in your proposal.

Not applicable.

#### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Networkfleet's award winning, fleet grade hardware is designed by highly specialized engineers with decades of automotive industry experience.

The Networkfleet 5500 is a small "plug and play" device the size of a phone that operates on a variety of wireless networks. Installation is quick and easy as it does not require wire splicing. Many of our customers self-install their own units in under 30 minutes. The unit is also easily transferable between vehicles. The 5500 light unit is typically installed behind the host vehicle's OBD-II connector using a special universal harness and is tie-wrapped



under the dash. In the case of heavy duty vehicles, the 5500 has a J1708/J1939 6-pin or 9-pin diagnostic link connector and is also tie-wrapped under the dash. The unit is powered by and communicates with the engine computer through the OBD-II or J1708/J1939 connector. The Networkfleet system works on nearly all cars and trucks MY96 and newer and heavy-duty trucks MY88 and newer.

Networkfleet's 5200, GPS-only device was designed for customers who want reliable location tracking, but do not need access to Networkfleet's patented remote engine diagnostics. The 5200 has the same high quality performance of the 5500. The 5200 is built to heavy-duty J1455 specifications, has automotive grade connectors, utilizes the latest automotive components, and continues to have exceptionally secure data transmission.

Networkfleet's Expressfleet device is an easy-to-install and easy-to-use GPS tracking device. Expressfleet offers lower operating costs for small businesses that want a reliable location tracking solution for their fleet. Expressfleet provides basic fleet management tools to allow your business to be more efficient and profitable.

Networkfleet's Asset Guard device provides reliable, battery powered tracking for your fixed and movable fleet assets such as trailers, sheds, generators, heavy duty equipment, and any other property of value that may need to be monitored. The Asset Guard uses the latest wireless communication and GPS technology to report location and movement for your field assets. The Asset Guard offers configurable location update rates and is programmable over-the-air.

Please see Enclosure D for Spec Sheets for Networkfleet's 5000 Series GPS and Asset Guard Spec Sheets for further details.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Networkfleet has several components to our solution including hardware, software as a service (monthly service), shipping of hardware, optional Garmin integration functionality (CONNECT), hardware installations and accessories. Usually, those components are sold as their own lines, separately. However, members sometimes want to "bundle together" the hardware and monthly service. Both methods are included in the following pages.

**Please see the following pages for information related to our pricing model and pricing data.**





ITEM NUMBER	INSTALLATION TYPE	BUNDLED PRICE	UNIT
D-INSTALL-UNIT	Limited Lifetime Base Installation	\$ 2.00	MONTH / DEVICE
D-INSTALL-AG	Limited Lifetime Base Installation (Asset Guard BX/PW)	\$ 2.00	MONTH / DEVICE
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SSEM	Limited Lifetime Add-On to Base Installation (SSEM)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	\$ 1.00	MONTH / DEVICE
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)	\$ 1.00	MONTH / DEVICE
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	\$ 1.00	MONTH / DEVICE
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	\$ 1.00	MONTH / DEVICE
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	\$ 1.00	MONTH / DEVICE
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	\$ 1.00	MONTH / DEVICE
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	\$ 1.00	MONTH / DEVICE
<b>NOTES:</b> (1) Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration (2) The above pricing includes shipping costs in the bundled solution, however, it does not include applicable taxes unless tax exempt. If Tax Exempt, provide State Tax Exempt form with the award to: NWFAccountSetup@verizon.com			

A typical order placed under the purchase solution for fifty (50) vehicles would look as follows:

PRODUCT NUMBER	PRODUCT DESCRIPTION	PRICE PER UNIT	QTY	Monthly Price	TOTAL PRICE
5500MS	5500 Bundle	\$23.00	50	Monthly	\$1,150.00
CUR45SMS	45 Second Configurable Update Rate	\$ 1.00	50	Monthly	\$ 50.00
D-INSTALL-UNIT	Limited Lifetime Base Installation	\$ 2.00	50	Monthly	\$ 100.00
PARST047	OBD Harness	\$ 1.00	50	Monthly	\$ 50.00
		Price per Month for 36 Months			\$1,350.00
		Total Price for 36 months			\$48,600.00

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The prices offered above for services, and hardware are discounted between 31.25% to 62.22% from our standard pricelist for a purchase between one to 50 units in size. Accessories are not offered at a discount rate at this time.

- 10) The pricing offered in this proposal is





- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

For customers that order over 2,000 units we would offer a two percent (2%) discount on the hardware device cost where applicable.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Networkfleet has not had the need to procure "sourced product" or "non-standard" equipment or options for our customers to date. Therefore, we currently do not have a strategy or process defined for such situations. If it were to become necessary to do so, we would develop a process that meets industry standards or adopt the strategy of our parent company.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All costs for Networkfleet's proposal have been included in this proposal, with the exception of shipping and taxes.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Networkfleet has a shipping charge of \$2 per device.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Domestic shipments for 5500 series - All 5500 series units and harnesses can be processed using any ship method selected. There are some zip codes that FedEx is unable to deliver with the standard overnight designation, but those are upgraded to priority overnight. Typically, the restricted areas are rural and FedEx only runs one route a day. Additionally, those same types of ship to destinations are unable to be processed as a Saturday delivery as well.

Domestic shipments for units containing lithium batteries - All Asset Guards; 1000N2VD, 1002N2VD, and 1003N3AS as well as the replacement battery; Parts065, can ship via any method in the continental US. They require additional documentation and labeling restricting the packages from travelling on passenger aircraft. Shipments to Alaska and Hawaii MUST be shipped express per FedEx's dangerous goods regulations. Basically, ground shipments are added to any flights headed to correct destinations while express shipments are handled by cargo planes only.

International shipping - Same rules as above apply with the added documentation of commodity declaration and a commercial invoice. (processed through the FedEx ship software)

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

There is nothing additional to report.



- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Networkfleet checks NJPA membership listings to ensure end customer is a NJPA member prior to award of an order. All NJPA sales are tagged in our financial system with the contract type "NJPA" in order to ensure all sales are calculated into our quarterly NJPA fee payment.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Networkfleet is proposing to pay NJPA a 1.50% administrative fee calculated as a percentage of Networkfleet's sales under the Contract.

#### Industry-Specific Questions

- 19) Of the following sub-categories please identify those that you provide solutions in:

- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
- telematics
- fuel management
- fleet sharing

If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.

Telematics

- 20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.

1. Telematics

- 21) Describe your experience, abilities, and methods for integrating your offering with NJPA members' existing technologies.

Networkfleet has a robust set of API's that can and have been used by thousands of customers to integrate with a wide variety of back and front office systems

- 22) Describe your technology support and its practical availability for our members.

Networkfleet has a multilayered support organization that consists of generals, product experts, and software developers. We also have a specific team that manages technology support for our largest customers.

- 23) How configurable are your solutions to be adapted for the unique needs of our members?

Networkfleet's software and hardware are highly configurable. In addition, many customers have found their product ideas appear in our technology thanks to their input.

- 24) Describe your security measures and privacy practices to ensure that customers' data is secure.

Please see the enclosed Security Infrastructure Fact Sheet (Enclosure B) for more details on Networkfleet's security measures and practices.

- 25) Describe your security practices while data is in transit and while stored in a host facility.





Networkfleet, Inc.  
NJPA RFP #022217  
Proposal Response

Please see the enclosed Security Infrastructure Fact Sheet (Enclosure B) for more details on Networkfleet's security measures and practices.

26) Do your solutions allow for different levels of privileges and permissions with different users?

Yes.

Signature: Thomas Brindley Date: 2/20/17



**AMENDMENT TO  
NJPA Contract #022217-NWF**

This AMENDMENT ("Amendment") to the Contract #022217 NWF ("Agreement") is effective on the date hereof, by and between National Joint Powers Alliance ("NJPA") and Networkfleet, Inc ("Vendor").

Vendor was awarded an NJPA Fleet Management and Related Technology Solutions effective June 1, 2017, until June 1, 2021, relating to the provision of services by Vendor to NJPA and its Members, and

Both parties agree that certain terms within the contract shall be updated and amended, and

Vendor and NJPA desire to amend the Agreement only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. **Form C, Exceptions for Proposal, Terms, Conditions, and Solutions Request, in the Vendor's Response to the above-mentioned Request for Proposal, the following portion of the response shall be stricken: References to Section 8.8/27 and 8.10/27 request for Exception.**
2. **Form C, Exceptions for Proposal, Terms, Conditions, and Solutions Request, in the Vendor's Response to the above-mentioned Request for Proposal, the exhibit C-1: Networkfleet Additional Terms and Conditions shall be stricken and replaced with an updated Exhibit C-1 entitled NJPA Terms and Conditions 2017 rev 7-7-17 attached hereto.**
- 3.. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

**National Joint Powers Alliance®**

x

Authorized Signature – Signed

By Chad Coauette

Name – Printed

Title Executive Director/ CEO

Date 8/24/17

Approved as for Form and Content

[Signature] 8/24/17  
NJPA Legal Department

**Networkfleet, Inc.**

x

Authorized Signature – Signed

By Leanna Long

Name – Printed

Title Manager, Contracts

Date 8/23/17

**AMENDMENT #2 TO  
NJPA Contract # 022217-NWF**

This AMENDMENT ("Amendment") to the Contract #022217-NWF ("Agreement") is effective on the date hereof, by and between National Joint Powers Alliance® ("NJPA") and Networkfleet, Inc. ("Vendor").

WHEREAS, Vendor was awarded an NJPA Contract for Fleet Management and Related Technology Solutions effective June 1, 2017, until June 1, 2021, relating to the provision of services by Vendor to NJPA and its Members;

WHEREAS, Vendor acquired Telogis and the only change to the terms and conditions is the addition of Telogis.

WHEREAS, both parties agree that certain terms within the contract shall be updated and amended; and

WHEREAS, Vendor and NJPA desire to amend the Agreement only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. **Form C, Exceptions for Proposal, Terms, Conditions, and Solutions Request, in the Vendor's Response to the above-mentioned Request for Proposal, the exhibit C-1: Networkfleet Additional Terms and Conditions shall be stricken and replaced with an updated Exhibit C-1 entitled NJPA Terms and Conditions 2017 rev 11-22-17 attached hereto.**
2. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

National Joint Powers Alliance®

x Mr. Chad Coauette / shm  
Authorized Signature - Signed

By Chad Coauette  
Name - Printed

Title Executive Director / CEO

Date 12/4/17

Networkfleet, Inc.

x Leanna Long  
Authorized Signature - Signed

By Leanna Long  
Name - Printed

Title Manager, Contract Management

Date 12/4/17

Approved as for Form and Content

Dei R. 12/4/17  
NJPA Legal Department

## AMENDMENT #3 TO Sourcewell Contract # 022217-NWF

This AMENDMENT ("Amendment") to Contract # 022217-NWF ("Agreement") is effective on the date hereof, by and between Sourcewell (formerly National Joint Powers Alliance® and/or NJPA) and Verizon Connect NWF Inc. (formerly Networkfleet, Inc.) (hereinafter referred to as "Vendor"). Sourcewell and Vendor will be collectively known hereinafter as "Parties".

**WHEREAS**, Vendor was awarded a Sourcewell contract for Fleet Management and Related Technology Solutions effective June 1, 2017, until June 1, 2021, relating to the provision of services by Vendor to Sourcewell and its Members;

**WHEREAS**, both Parties agree that certain terms within the Agreement shall be updated and amended; and

**WHEREAS**, Vendor and Sourcewell desire to amend the Agreement only to the extent as hereunder provided.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements described in this Amendment, the Parties hereby agree as follows:

1. This Amendment is effective immediately upon the final signature below.
2. Effective June 6, 2018, National Joint Powers Alliance®, also referred to as NJPA, changed its name to Sourcewell. Any reference to either National Joint Powers Alliance® or NJPA in the Agreement shall be stricken and replaced with Sourcewell.
3. **Form A, General Business Information - Company Information & Financial Strength, Question 1 in the Vendor's Response to the above-mentioned Request for Proposal, the following portion of the response shall be amended as follows to reflect the change in the company's name:**
  - 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

**RESPONSE:** Full Legal Name: Verizon Connect NWF Inc.  
Mailing Address: 9868 Scranton Road, San Diego, CA 92121  
Email Address: NWFFContract@verizonconnect.com  
Tax Identification Number: 33-0872319  
Telephone Number: (858) 450-3245



4. Any reference to "Network Fleet, Inc." in their Request for Proposal Response and in Contract # 022217-NWF, shall be stricken and replaced with "Verizon Connect NWF Inc."
5. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

**Sourcewell**

DocuSigned by:  
X Jeremy Schwartz  
178141D620E664E3  
Authorized Signature – **Signed**

By Jeremy Schwartz  
Name – **Printed**

Title Director of Operations & Procurement/CPO

Date 6/18/2018 | 8:36 PM CDT

APPROVED:

**Sourcewell**

DocuSigned by:  
X Chad Coauette  
42F7F692BA5C71A6  
Authorized Signature – **Signed**

By Chad Coauette  
Name – **Printed**

Title Executive Director / CEO

Date 6/18/2018 | 8:59 PM CDT

**Verizon Connect NWF Inc.**

Leanna Long  
X  
Digitally signed by Leanna Long  
Date: 2018.06.18 11:21:54 -07'00'  
Authorized Signature – **Signed**

By Leanna Long  
Name – **Printed**

Title Manager, Contracts

Date 6/18/2018

**AMENDMENT #4  
TO  
SOURCEWELL CONTRACT #022217-NWF**

This Amendment is by and between **Sourcewell** (Sourcewell) and **Verizon Connect NWF Inc** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties".

Vendor was awarded a Sourcewell Contract for Fleet Management and Related Technology Solutions effective June 1, 2017, until June 1, 2021, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form C - Exhibit C-1 in the Vendor's Response to the above-mentioned Request for Proposal shall be stricken and replaced with an updated Exhibit C-1 entitled, "Exhibit C-1: Verizon Connect NWF Additional Terms and Conditions."
3. Effective June 6, 2018, NJPA changed its name to Sourcewell. All references in these documents to NJPA should be read as being replaced with "Sourcewell."
4. The Agreement and any previous amendments are incorporated into this Amendment by reference.

**(This Section Intentionally Left Blank.)**

Except as amended by this Amendment, the Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Authorized Signature

Jeremy Schwartz  
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 11/1/2018 | 2:15 PM CDT

**APPROVED:**

DocuSigned by:  
By: Chad Coauette  
Authorized Signature

Chad Coauette  
Name – Printed

Title: Executive Director/CEO

Date: 11/1/2018 | 2:23 PM CDT

**Verizon Connect NWF Inc.**

By: Leanna Long  
Authorized Signature

Leanna Long  
Name – Printed

Title: Manager – Contract Management

Date: 10/10/18

**AMENDMENT #5  
TO  
SOURCEWELL CONTRACT #022217-NWF**

This Amendment is by and between **Sourcewell** and **Verizon Connect NWF Inc.** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Fleet Management and Related Technology Solutions effective June 1, 2017, through June 1, 2021, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form C – Exhibit C-1 in the Vendor's Response to the above-mentioned Request for Proposal shall be stricken and replaced with an updated Exhibit C-1 entitled, "Exhibit C-1: Verizon Connect NWF Additional Terms and Conditions" attached hereto and incorporated herein.
3. The Agreement and any previous amendments are incorporated into this Amendment by reference.

**(This Section Is Intentionally Left Blank.)**

Except as amended by this Amendment, the Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Authorized Signature

Jeremy Schwartz  
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 1/16/2019 | 3:21 PM CST

APPROVED:

DocuSigned by:  
By: Chad Coauette  
Authorized Signature

Chad Coauette  
Name – Printed

Title: Executive Director/CEO

Date: 1/16/2019 | 3:22 PM CST

**Verizon Connect NWF Inc.**

DocuSigned by:  
By: Leanna Long  
Authorized Signature

Leanna Long  
Name – Printed

Title: Manager – Contract Management

Date: 1/16/2019 | 11:34 AM PST





## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED RESOLUTION NO. R20-001** - Approve piggybacking GSA Contract #GS-35F-114BA and the expenditure of \$82,413.28 for the purchase of a Laboratory Information Management System from Accelerated Technology Laboratories (ATL). This software (Sample Master) is required to maintain the laboratory analysis data for the City of Boynton Beach Utilities. Authorize the City Manager to sign the Proposal and Addendum.

---

**EXPLANATION OF REQUEST:**

The City of Boynton Beach Utilities has its own TNI (The NELAC Institute) certified laboratory that performs over 25,000 water quality tests a year. The Laboratory Information Management System requested herein is needed in order to store and efficiently safeguard the results from these tests. Other utilities in the area were surveyed to learn what kind of LIMS system they were using. In addition, information and presentations were sought from several vendors before Sample Master was selected. The selection was made based on input from the laboratory staff on ease of use, compliance with TNI, robustness of the system and expansion capabilities.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

The Utility is required under the terms of its TNI certification to maintain the integrity of the laboratory data. This is challenging under current conditions, (use of spreadsheets). In addition, this system will allow the Utility to analyze data more efficiently to identify patterns and trend water quality conditions and be able to proactively take action to maintain good water quality to our customers.

**FISCAL IMPACT:** Budgeted

Funds are budgeted in account 403-5000-533.65-02

**ALTERNATIVES:**

There are other alternatives, however the laboratory staff feels that Sample Master will provide the ease of use and robustness needed to meet the current and future needs of the Utility.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?**

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution approving piggy-back of GSA Contract and authorizing the City manager to sign the proposal and Addendum
<input type="checkbox"/> Quotes	Proposal
<input type="checkbox"/> Addendum	Contract Addendum
<input type="checkbox"/> Other	GSA
<input type="checkbox"/> Other	W-9
<input type="checkbox"/> Other	COI
<input type="checkbox"/> Attachment	Tax exempt cert.

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**RESOLUTION NO. R20-**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,  
FLORIDA, APPROVE PIGGY-BACKING GSA  
CONTRACT #GS-35F-114BA AND THE EXPENDITURE  
OF \$82,413.28 FOR THE PURCHASE OF A  
LABORATORY INFORMATION MANAGEMENT  
SYSTEM FROM ACCELERATED TECHNOLOGY  
LABORATORIES (ATL); AUTHORIZE THE CITY  
MANAGER TO SIGN THE PROPOSAL AND  
ADDENDUM; AND PROVIDING AN EFFECTIVE DATE.**

15       **WHEREAS,** The City of Boynton Beach Utilities Department has its own TNI  
16 (The NELAC Institute) certified laboratory that performs over 25,000 water quality tests a  
17 year; and

18       **WHEREAS,** the Laboratory Information Management System requested herein is  
19 needed in order to store and efficiently safeguard the results from these tests; and

20       **WHEREAS,** the Utility Department is required under the terms of its TNI  
21 certification to maintain the integrity of the laboratory data and will allow staff to analyze  
22 data more efficiently to identify patterns and trend water quality conditions and be able to  
23 proactively take action to maintain good water quality to our customers.

24       **WHEREAS,** City staff has confirmed that the procurement process meets or  
25 exceeds that of the City of Boynton Beach's requirements; and

26       **WHEREAS,** upon recommendation of staff, it is the City's desire to piggy-back  
27 GSA Contract #GS-35F-114BA and the expenditure of \$82,413.28 for the purchase of a  
28 Laboratory Information Management System from Accelerated Technology Laboratories  
(ATL) and authorize the City Manager to sign the Proposal and Addendum.

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

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

34           Section 2. The City Commission of the City of Boynton Beach, Florida, hereby  
35 approves to piggy-backing the GSA Contract #GS-35F-114BA, the expenditure of  
36 \$82,413.28 for the purchase of a Laboratory Information Management System from  
37 Accelerated Technology Laboratories (ATL) and authorize the City Manager to sign the  
38 Proposal and Addendum, a copy of the Proposal and Addendum are attached hereto as  
39 Exhibit "A" collectively.

40           Section 3.     That this Resolution shall become effective immediately.

41           **PASSED AND ADOPTED** this \_\_\_\_ day of January, 2020.

42			
43		CITY OF BOYNTON BEACH, FLORIDA	
44			
45			YES    NO
46			
47		Mayor – Steven B. Grant	_____
48			
49		Vice Mayor – Justin Katz	_____
50			
51		Commissioner – Mack McCray	_____
52			
53		Commissioner – Christina L. Romelus	_____
54			
55		Commissioner – Ty Penserga	_____
56			

57			
58		VOTE	_____
59	ATTEST:		

60  
61 \_\_\_\_\_  
62 Crystal Gibson, MMC  
63 City Clerk  
64  
65 (Corporate Seal)





## LABORATORY INFORMATION MANAGEMENT SYSTEM

### Sample Master® Pro Workstation Proposal for City of Boynton Beach

Prepared for Juan Guevarez

11/5/2019



496 Holly Grove School Road  
West End NC 27376  
(910) 673-8165 | [atlab.com](http://atlab.com)



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**SM2019115-LW-Cit-C  
Cost Proposal for  
City of Boynton Beach**



**Sample Master® Pro Workstation - 10 Concurrent User Licenses  
Premise Deployment  
11/5/2019**

**Sample Master® Pro Workstation Modules**

Description	Qty	Units	Unit Price	Total
<b>Sample Tracking</b> This module allows users to quickly and efficiently automate functions such as log-in, generate barcode labels, create quotes, convert to orders, and create invoices that can be electronically exported to numerous accounting packages. • Generate a series of reports, including Chain of Custody, login report, and sample conditions • Scan supporting documentation or attach files to an order (PDF, Word, Excel, etc.) • Create, maintain and email work lists <b>License SMI-1013-10</b>	1	each	26,592.00 \$	<b>26,592.00</b>
<b>Data Entry</b> Enter data, create QC Batches and Custom Reports, check the Audit Trail, run a Trend Analysis, run the GIS (Geographic Information System) function, set up Unit Conversions, and leverage the Master Query function to quickly mine data. Custom Reporting allows you to harness the power of the Master Query by defining the audit report criteria and creating an unlimited number of user-definable reports. Using historical data, create Trend Analysis charts by test, department, client, site, or a variety of criteria. Using the LIMS GIS function, users can plot sampling locations and test result values. <b>License SMI-1013-10</b>	1	each	26,592.00 \$	<b>26,592.00</b>
<b>Sample Scheduling</b> Automatically logs in samples for routine collection. Samples can be scheduled hourly, daily, weekly, monthly, quarterly, semi-annually, or annually. <b>License SMI-1013-10</b>	1	each	11,284.00 \$	<b>11,284.00</b>
<b>LIMS Maintenance</b> The LIMS Maintenance module is comprised of the entire laboratory's static information that is configured and maintained by the database administrator. This is where the setup information and default settings are found. Information such as defaults, number format, QC batch ID, employees, permissions, tests, methods, limits, prices, departments, ID formats, reports, and many other settings are stored and updated. This module allows the administrator to easily configure the LIMS to conform to the workflows and business rules of the laboratory.	1	each	0.00 \$	<b>0.00</b>

<b>Sample Master® Pro Workstation Modules</b>	\$	<b>64,468.00</b>
<i>10 Concurrent User Licenses Discount</i>	-0.30 \$	<i>-19,340.40</i>
<b>Subtotal Sample Master® Pro Workstation Software Discounts</b>	\$	<b>-19,340.40</b>
<b>Total Sample Master® Pro Workstation Software</b>	\$	<b>45,127.60</b>

**Sample Master® Enhancement Tools**

Description	License Type	Qty	Unit	Unit Price	Total
<b>iMobile® Annual Subscription</b> Allows direct upload of LIMS data from field collectors in real-time. (iPad, Samsung Galaxy, Nexus, or other device with a rugged case sold separately.) 2 Annual Subscription Access licenses assigned. Includes product support and upgrades.  Note: Subscription services require a one-time \$2,000 set-up fee	Concurrent	2	each	1,200.00 \$	<b>2,400.00</b>



<b>Barcode Starter Package</b>	<b>Package</b>	<b>1</b>	each	2,995.00	\$	<b>2,995.00</b>
1D Barcode Starter Package: Includes 300DPI Printer, 2 Hand-Held Scanners, 1 Ribbon, 1 Roll of Labels (1000), Barcode Software and all required cables, On-site Installation, Configuration (includes up to 2 hours of custom label report development) and Training when implemented with Sample Master®.						

<b>Total Sample Master® Enhancement Tools</b>	<b>\$</b>	<b>5,395.00</b>
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## Professional Services

Description	Service Location	Qty	Unit	Unit Price		Total
<b>ATL Advantage Plan</b>	<b>Off-Site</b>	<b>1</b>	each	3,000.00	\$	<b>3,000.00</b>

The ATL Advantage Project Management program is the result of over two decades of expertise in the LIMS industry and in compliance with ATL's ISO 9001 Certified Quality Management System. The Project Management Program consists of implementation checklists, a static data template, and a project dashboard that ensures that ATL's clients successfully deploy their LIMS. The project manager will be the primary point of contact during implementation and responsible for coordinating all implementation activities.

<b>ATL Per-Diem On Site Consulting Services</b>	<b>On-Site</b>	<b>1</b>	day	2,360.87	\$	<b>2,360.87</b>
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To provide configuration assistance and guidance for the configuration of the laboratory's work processes into the LIMS.

GSA Item #SM-ON-II

<b>ATL Off Site Consulting Services</b>	<b>Off-Site</b>	<b>20</b>	hour	214.80	\$	<b>4,296.00</b>
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Telephone and web-conference delivered guidance and assistance for the configuration of the laboratory's workflow into the LIMS.

Assistance with Static Data Migration Estimated at: 16 Hours

Assistance with iMobile Configuration Estimated at: 4 Hours

Note: Customers are only charged for hours of service rendered.

GSA Item #SM-CU-2

<b>Report Development</b>	<b>Off-Site</b>	<b>20</b>	hour	214.80	\$	<b>4,296.00</b>
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Budgetary estimates for two reports:

Chain of Customer estimated at 8 hours

Final Report estimated at 10 hours

GSA Item #SM-CU-2

<b>ATL Off Site Customizations, Testing &amp; Documentation</b>	<b>Off-Site</b>	<b>24</b>	hour	214.80	\$	<b>5,155.20</b>
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Interface with ERSI GIS estimated at 24 hours.

GSA Item #SM-CU-2

Please Note: ATL Engineers will work with client to create a Requirements Document that will clearly define the specifications of each customization, for client review and signoff prior to any initiation of work (Includes Requirements Document, Creation, QA/QC, documentation and installation). Upon completion of the Requirements Document process and client approval an exact cost will be provided.

<b>Total Professional Services</b>	<b>\$</b>	<b>19,108.07</b>
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## Training

Description	Training Location	Qty	Unit	Unit Price		Total
<b>System Administrator's Training</b>	<b>On Site</b>	<b>1</b>	day	2,360.87	\$	<b>2,360.87</b>

Administrator training is designed to maximize the user's knowledge and understanding of Security and Configuration within the LIMS. Training includes the information required to configure users and test methods in the LIMS.

GSA Item #SM-ON-TR

<b>End User Training</b>	<b>On Site</b>	<b>2</b>	day	2,360.87	\$	<b>4,721.74</b>
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End user training is designed to ensure users develop an understanding of LIMS and Sample Master® iMobile functionality relevant to their individual responsibilities.

GSA Item #SM-ON-TR

<b>Total Training</b>	<b>\$</b>	<b>7,082.61</b>
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Travel Expense

Travel Expense is based on 2 trip(s) and 4 day(s) on-site.

Total Travel	\$	3,700.00
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Annual Maintenance and Support

Description	Qty	Support Rate	Total
ATL Gold Support	1	year 17.05%	\$ 7,694.26
Unlimited telephone, e-mail and Web site operational support for up to two (2) customer points-of-contact (POC). Phone support hours are from 8:00 am to 5:00 PM Eastern Time, Monday through Friday, other than on Federal holidays. Dedicated Account Manager assigned to your company. Service Pack updates and product upgrades ARE INCLUDED. Access to User Group Meetings and LIMS Solution Newsletter. Also includes quarterly web training. The purchase of a new LIMS includes one year of ATL Gold level support.			

GSA Item #SU-GO-2

Annual Maintenance and Support	\$	7,694.26
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Quotation Summary SM2019115-LW-Cit-C		
Sample Master® Pro Workstation Modules	\$	45,127.60
Sample Master® iMobile Subscription Set Up Fee (One time)	\$	2,000.00
Total Sample Master® Enhancement Tools	\$	5,395.00
Total Professional Services	\$	19,108.07
Total Training	\$	7,082.61
Estimated Travel & Lodging	\$	3,700.00
Project Total	\$	82,413.28
Ongoing Annual Subscription Fees	\$	2,400.00
Annual Maintenance and Support (year 2)	\$	7,694.26
Quote valid through		12/5/2019

NOTE: All Items are quoted at list price, in \$USD

Prepared by Laura Lee Williford  
Accelerated Technology Laboratories  
Address 496 Holly Grove School Road  
West End, NC 27376  
Phone 800.565.LIMS (5467)  
Fax 910.673.8166  
Email lwilliford@atlab.com

Prepared for Allan Guillen  
Address City of Boynton Beach  
5469 W Boynton Beach Blvd  
Boynton Beach, FL 33437  
Phone 964 600 1068  
Email guillena@bbfl.us

Approved By Dr. Christine Paszko  
VP Sales and Marketing

Accepted By \_\_\_\_\_  
Date \_\_\_\_\_





## Overview of ATL's Cost Proposal

This document provides additional details on ATL's software and services outlined in the cost proposal, specific to the implementation of ATL's Laboratory Information Management Systems (LIMS). ATL's LIMS solutions offers a perpetual concurrent user license.

### 1. LIMS Software

ATL's LIMS offer the following features; quoting, invoicing, sample tracking, chain of custody, full barcode support, data entry, quality assurance, quality control, project management, sample scheduling, stability, freezer management, asset management, chemical inventory, resource management, time tracking, customer relationship management, reporting and maintenance.

ATL's LIMS run on Microsoft Windows operating systems. The database for our LIMS include SQL Server (Sample Master® Pro and TITAN®) and, SQL Express (Sample Master® Classic only). ATL does not typically include database licensing (SQL Server) unless specifically requested to be included in the cost proposal.

The Result Point® web portal for either TITAN® or Sample Master® offers an unlimited user license, and iMobile is licensed by named user.

### 2. The ATL Advantage Plan — Implementation Service

The implementation of ATL's LIMS products consists of multiple remote and on-site activities. Typically, there are several on-site visits for data preparation, system configuration, and training of both end-users and system administrators. ATL provides a pre-installation template to expedite database population, allowing users to train with familiar organizational information that ATL engineers have populated into the LIMS database.

As part of ATL's LIMS purchase, ATL has created the ATL Advantage Plan, which includes project management based on ATL's ISO 9001 Quality Management System, ensuring our clients success. ATL's Advantage Plan includes the following services:

- a. **Project Management:** During the project implementation phase, a dedicated project manager is assigned to the project. A kick-off call is held with the ATL Project Team and the client's Project Team. ATL provides a variety of tools to assist clients with the implementation process. Deliverables include a project dashboard and bi-weekly communication.
- b. **Implementation Support:** The *New Client Checklist* provides ATL with valuable information about our client's current infrastructure and project team, while the *Client Dashboard* provides clients with a complete list of project deliverables and their status. The *Roadmap to Success* is a workbook that guides clients through the implementation process systematically. ATL's support team is available throughout the implementation process to assist clients as needed.
- c. **Dedicated Account Manager:** Alerts users of upcoming user group meetings, quarterly web training courses, boot camps, webcasts and any special events. The dedicated account manager stays with the customer when ATL GOLD support or higher is maintained, once deliverables are met.
- d. **Creation of Requirements Documents:** For the addition of any custom features such as instrument parsers, reports or new features or functions, ATL engineers develop an RD to ensure that all needed information is captured and mapped accurately, prior to development of the customization.

### **3. ATL Training Plan**

At ATL, we feel that training is critical to gaining the most value from your LIMS investment. ATL has crafted a comprehensive training plan which includes initial on-site training, on the job training, web based training, Boot Camp (formal classroom style learning), video tutorials along with custom training options. ATL University has met the needs of our clients in providing various learning options for over a decade. We offer initial on-site training for all of our clients, which is followed web based training, along with our Boot Camps (formal classroom style learning) along with video tutorials. ATL also offers instructor lead web based learning as well as one-on-one learning (on the job training). ATL offers user-friendly manuals for training end-users and LIMS administrators.

### **4. ATL Metals Plan (On-going Maintenance and Support)**

For the purchase of ATL's LIMS products licenses, ATL GOLD support is included free of charge for the first 12 months from the anniversary date (the anniversary date is the date of installation). ATL offers a metals plan with four (4) levels of support (Platinum, Gold, Silver and Bronze). The primary features of Gold support include a dedicated account manager, live, toll-free technical support, free product upgrades, access to the user forum and user groups, and free quarterly web trainings. Subsequent support and maintenance are charged separately and renewed annually. Please visit [support@atlab.com](mailto:support@atlab.com) for additional benefits of each Metal plan.

All active maintenance agreements include the ability to download service packs and enhancements, which are released quarterly. The ATL Gold support plan also includes toll-free telephone and web-based technical support; users can report any issues with our web reporting form 24/7.

Technical support is available Monday through Friday from 8:00 am — 5:00 pm ET, excluding ATL Holidays. Under the ATL Metals Plan, extended support hours are available if required under the Platinum package.

### **5. Licensing Structure**

ATL offers concurrent user licenses, however the software can be accessed by as many machines as desired, only the specified number of licenses can access the database simultaneously. Additional user licensees can be purchased at any time.

### **6. Hardware Requirements**

As ATL offers different products, the minimum hardware and software requirements can be found on ATL's web site on each product brochure. ATL engineers are happy to assist in specifying hardware and software as each environment will typically have differing requirements and needs. As a Microsoft Gold partner, ATL utilizes the latest versions of Microsoft platforms.



## MASTER SOFTWARE & SERVICES AGREEMENT

This Software and Services Subscription Agreement (the "**Agreement**") is made and entered into as of the date of the last signature below ("**Effective Date**") by and between ACCELERATED TECHNOLOGY LABORATORIES, INC., a North Carolina corporation having its principal place of business at 496 Holly Grove School Rd., West End, NC ("**ATL**"), and (CUSTOMER NAME), a \_\_\_\_\_ having a place of business at \_\_\_\_\_. ("**Client**").

In consideration of the obligations, covenants, and agreements set forth below and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties have executed the Agreement effective as of the Effective Date. Any Non-Disclosure Agreement executed by the Parties (the "**NDA**"), Exhibit A (Maintenance & Support Services) attached hereto, each Quote (Software and Services Fees) executed by the Parties and each Statement of Work or SOW executed by the Parties are incorporated into the Agreement by reference and together herewith constitute the entire understanding of the Parties with respect to the subject matter hereof.

### 1. DEFINITIONS

1.1. "**Customer Content**" shall mean the data, internal process designs and workflows, content, materials, formats, logos, materials, trademarks, and service marks (in any form, method or manner of expression or communication now known or hereinafter becomes known; whether or not tangible or intangible, or able to be protected by trade secret, patent, copyright, or trademark) provided by Customer to ATL for incorporation into the Technology or for use in connection with the Agreement, and all associated Intellectual Property Rights.

1.2. "**Deliverable(s)**" shall mean any and all software and computer programs (both executable code and Source Code versions), configurations, documentation, graphics, improvements, interfaces, inventions, materials, modifications, sounds, techniques, Third Party Software, tools, and other technology or works of authorship (in any form, method or manner of expression or communication now known or that hereinafter becomes known; whether or not tangible or intangible, or able to be protected by trade secret, patent, copyright, or trademark), and any work product comprising the same, conceived, created, delivered, developed, or reduced to practice in connection with the Services, and all associated Intellectual Property Rights.

1.3. "**Include**" and variations thereof shall mean "include without limitation" and "including without limitation."

1.4. "**Intellectual Property Rights**" shall mean any and all right, title, and interest, including patent applications, patents, (including reissues, continuations, divisions, continuations-in-part and extensions), trade secrets, copyrights, (including renewals, revivals, or extensions thereof, and any moral rights resulting there from), database rights, trademarks, service marks, or trade names, and any and all other intellectual property or proprietary rights recognized or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty.

1.5. "**Internal Business Purpose**" shall mean for the benefit of Customer as part of its internal processes or as part of the services it provides to its customers in the ordinary course of business, and not for resale or sublicense to third parties.

1.6. "**Losses**" shall mean any and all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

1.7. "**Maintenance & Support Services**" shall mean the maintenance and support of the Technology conducted by ATL, its agents or contractors, for Customer as further described on Exhibit A (Maintenance & Support Services), if applicable.

1.8. "**Maintenance Term**" shall mean, unless earlier terminated in accordance with the Agreement, the period set forth on each Quote with respect to the Maintenance & Support Services for particular Software, plus any renewals thereof.

1.9. "**Party**" or "**Parties**" shall mean, individually, Customer or ATL as the context requires and, collectively, both Customer and ATL.

1.10. "**Professional Services**" shall mean the consulting, configuration and other technical services conducted by ATL for Customer as described in a Statement of Work, if applicable.

1.11. "**Project**" shall mean the project mutually agreed to by the Parties in which Professional Services are conducted.

1.12. "**Project Term**" shall mean, unless earlier terminated in accordance with the Agreement, the period, as may be set forth in an SOW, in which Professional Services are being performed under the Agreement

1.13. "**Quote**" shall mean the agreement between ATL (or its authorized reseller) and Customer regarding the specific Software and/or Services (and applicable fees) to be provided to Customer subject to this Agreement (where applicable).



1.14. **"Services"** shall mean Professional Services and Maintenance & Support Services.

1.15. **"Software"** shall mean, if applicable, the object code version of the software and computer programs set forth on each Quote, the object code version of Third Party Software incorporated therein or provided there-with, and related documentation.

1.16. **"Source Code"** shall mean a computer program or software, as the case may be, (i) in human-readable, high-level language form which, when compiled or assembled, becomes the executable object code of such software program, (ii) related scripts, HTML, dynamic HTML, XML, and other interpreted language modules which encode processes, schemas, or formats, and (iii) programmer annotations, commentaries, and version control mechanisms relating to the foregoing.

1.17. **"Statement of Work"** or **"SOW"** shall mean, if applicable, a document (including email) in which the representatives of each Party mutually agree in writing to the specific professional services to be performed for the Project.

1.18. **"Technology"** shall mean the Software, Deliverables, and Updates, and derivative works thereof, along with associated Intellectual Property Rights, but excluding any Customer Content incorporated therein.

1.19. **"Third Party Software"** shall mean third party software provided to Customer with or incorporated in the Technology by ATL, its agents or contractors.

1.20. **"Updates"** shall mean maintenance releases, updates, enhancements, patches, bug fixes, and corrections of the Software periodically made available to ATL's customers purchasing Maintenance & Support Services, but does not include additional modules sold to ATL's customers at an additional cost and not licensed in a Quote.

## 2. SOFTWARE

2.1. **Delivery.** Promptly after acceptance of each Quote, whether by Customer's execution of the Quote or evidenced by Customer's submission to ATL of a purchase order referencing the Quote, ATL shall provide the applicable Software, related documentation, and enumerated license keys to Customer as set forth on such Quote. Upon such shipment of the Software, ATL (or its authorized reseller) shall invoice Customer the Software fees set forth on the respective Quote.

2.2. **Equipment.** ATL shall not be responsible for any computer equipment and operating software required to use the Software, or for such equipment and operating software conforming to the minimum configuration requirements specified in the documentation provided to Customer by ATL.

2.3. **Escrow.** ATL has deposited at InnovaSafe, Inc. a copy of the Source Code form of the Software, including related documentation (but excluding Third Party Software), pursuant to its InnovaSafe Escrow Agreement. Upon written request from Customer, ATL will provide Customer with a copy of such agreement. During the Maintenance Term, Customer may be, at its option and expense, a beneficiary under such agreement, provided that in the event Customer fails to purchase or renew the annual Maintenance & Support Services, ATL may, in its sole discretion, remove Customer as a beneficiary.

## 3. SERVICES

3.1. **Maintenance & Support Services.** In consideration of the Maintenance & Support Services fees and Customer's use of the Software in accordance with the Agreement, ATL shall perform the Maintenance & Support Services for Customer. ATL (or its authorized reseller) shall invoice Customer the Maintenance & Support Services fees set forth on each Quote upon shipment of the Software and ninety (90) days prior to any renewal thereof. The Maintenance Term shall automatically renew for successive one (1) year periods, unless either Party provides to the other Party written notice of its intention to terminate at least sixty (60) days prior to the expiration. Failure by Customer to make payment of ATL's renewal invoice in such time-period shall be deemed intention to terminate. If Customer terminates Maintenance & Support Services, Customer may reinstate such Services on a limited basis at a later date upon payment of the amount that the Customer would have paid had there been no lapse in such Services plus a **10%** reinstatement fee. Customer may only purchase or terminate Maintenance & Support Services for the aggregate number of concurrent or specified named users as set forth on all Quotes, if applicable. Each Party acknowledges that Maintenance & Support Services shall at least cover each version of the Software for a period of two (2) years following its official ATL quality release, but may not cover previous versions.

3.2. **Professional Services.** In consideration of the Professional Services fees, ATL shall perform the Professional Services for Customer as described in each SOW. Customer acknowledges that any milestone dates established in the SOW are good faith estimates only and that accomplishment of any milestone dates is dependent on Customer's timely performance of its obligations under an applicable SOW as well as factors outside the control of either Party. Unless otherwise set forth in an SOW or Quote, ATL (or its authorized reseller) shall invoice Customer on a semi-monthly basis for the Professional Services fees set forth on each Quote and other expenses incurred in the performance of Professional Services. Customer may terminate Professional Services upon thirty (30) days prior written notice to ATL. In such event, Customer shall pay ATL, in accordance with the terms and conditions hereunder, for all Professional Services completed on a time and





materials basis up to the effective date of termination, including for all contractual commitments and resource allocations made by ATL prior to the notice of termination.

3.3. **Fees/Rates.** Services fees or rates shall be as set forth on each Quote for the duration of the Professional Services set forth in an applicable SOW and of the annual period of Maintenance & Support Services set forth on such Quote. Thereafter, such fees or rates may be prospectively adjusted by ATL, but shall in no event exceed ATL's prevailing, published list fees, rates, or adjustments for such Services.

3.4. **Insurance.** ATL agrees to maintain worker's compensation coverage, as applicable, combined single limit automobile liability coverage of one million U.S. dollars (\$1,000,000), commercial general liability coverage of one million U.S. dollars (\$1,000,000) each occurrence and two million U.S. dollars (\$2,000,000) in the aggregate, and umbrella liability coverage of two million U.S. dollars (\$2,000,000) for the duration of the Professional Services delivered under an applicable SOW.

3.5. **Change Control & Acceptance.** The Parties shall follow ATL's change control and acceptance procedures as may be further detailed in an SOW. If no such procedures are detailed in the SOW, then the following procedure shall apply: Any change to scope of the Professional Services, the required Deliverables, or any other aspect of the Project shall be timely requested, in writing, by Customer. ATL shall respond, in writing, with (i) requests for more information, (ii) a proposal describing the fee and schedule impact of implementing the requested change or any portion thereof, including a supplemental Quote, and/or (iii) a rejection of the change request. Unless specified otherwise on its face, any proposal pursuant to subsection (ii) above shall be good for ten (10) business days, during which time Customer may indicate its acceptance of such proposal by executing it or by submitting a purchase order referencing such proposal and/or Quote. ATL is under no obligation to proceed with making the change until the Parties have agreed on the cost and schedule impact, as well as the specifications for the revised Software or other Deliverables. Customer is aware that certain changes in the scope of Professional Services or any changes to an accepted Deliverable may result in additional Professional Services fees.

3.6. **Project Leader.** Customer will designate a sufficiently senior, skilled, and authorized Project leader within its internal Project team to be responsible for facilitating communication, resolving issues, and arranging for ATL access to Customer Content, personnel, equipment, offices, and other Customer resources necessary for ATL's performance of the Agreement. Customer acknowledges and agrees that ATL's performance under the Agreement is dependent on such access. Customer

may at any time designate a replacement or successor Project leader by providing timely written notice to ATL.

3.7. **Non-Exclusive.** Customer acknowledges that ATL's personnel performing the Services may be employees or subcontractors of ATL or its affiliates. Subject to any applicable confidentiality obligations, such personnel may provide similar services or deliverables from time to time to other customers of ATL using their skill, knowledge, experience, and know-how, including those gained in the course of performing the Services.

#### **4. INTELLECTUAL PROPERTY**

4.1. **Confidential Information.** Each Party acknowledges that during the performance of the Agreement it will have access to certain non-public information of the disclosing Party that is designated as confidential or proprietary and that derives independent value from not being generally known to the public, or of third parties that the disclosing Party is required to maintain as confidential (collectively "Confidential Information"). Such information shall be treated as Confidential Information under this Agreement, and, as applicable, under the NDA, whichever as applied to such information offers greater protection. The recipient of Confidential Information shall not disclose such information outside of recipient, except as permitted herein in the performance of Services, and shall keep such information confidential using the same degree of care, but never less than a reasonable degree of care, as the recipient uses to protect its own Confidential Information of a like nature. Customer's Confidential Information shall include the Customer Content. ATL's Confidential Information shall include the terms and conditions of the Agreement and the Technology (in any form or media, including Source Code).

4.2. **Ownership.** As between ATL and Customer, Customer owns all right, title, and interest to the Customer Content, and ATL or its licensors own all right, title, and interest to the Technology. Accordingly, Customer assigns and transfers to ATL all ownership and Intellectual Property Rights in the Technology. Customer agrees to execute any instruments and to do all things reasonably requested by ATL to vest ATL with all ownership and Intellectual Property Rights in the Technology.

4.3. **License.** Subject to the terms and conditions contained in the Agreement, and further subject to any license agreements to Third Party Software (as may appear on the Software media or the install of the Software), ATL hereby grants to Customer, and Customer hereby accepts, a personal, nonexclusive, non-transferable, non-sublicensable right and license for Customer's Internal Business Purposes only (i) to install the Technology on that number of servers at the installation address(es) as set forth on the applicable Quote, and (ii) for each concurrent or specified named user as set forth on the applicable Quote (or, if a site license, for all uses at the specified site) to use the Technology in accordance with its documentation. ATL agrees that the



license grant shall entitle Customer to allow third party consultants, auditors and service providers to access and use the Technology for the sole purpose of providing services to Customer, subject to the confidentiality provisions, license restrictions and user limitations. The Customer acknowledges that the use of an intermediate user interface, portal, or page to aggregate data, information, or actions from multiple individuals or users into the Technology shall not be treated as a single named or concurrent user under the Agreement, but the number of individuals or concurrent users accessing such interface or providing such data or information shall each be deemed a separate named or concurrent user under this Agreement, as the case may be. Customer grants to ATL and its agents during the term of any applicable Services, the non-exclusive right and license to use, reproduce, modify, and create derivative works of the Customer Content solely in connection with the Agreement.

4.4. **Back-Up Copy.** Customer may create one (1) copy of the Technology for back-up and archival purposes only, and for no other purpose whatsoever, provided Customer affix notice of ATL's or its licensors' applicable copyright in such copy.

4.5. **Restrictions.** Any rights not expressly granted by a Party are reserved by such Party, and all other implied licenses are disclaimed. Each Party shall not exceed the scope of the licenses granted. Except as otherwise expressly provided, Customer shall not modify, create derivative works of, sublicense, market, copy, co-brand, private label, publish, publicly display, grant third parties the right to use, frame or link to any Technology. Except for its Internal Business Purpose, Customer shall not use any Technology in any manner to provide service bureau or time-sharing services to third parties or for the benefit of third parties. Customer shall not reverse engineer, decompile, translate, adapt or disassemble, or in any way attempt to reconstruct or discover any Source Code of any Technology by any means whatsoever. Customer may not use any Third Party Software except as part of the Software. Customer shall not bypass or disable any protections put in place by ATL or its licensors against unlicensed use of the Technology. Customer shall not remove any proprietary trademark or copyright notice incorporated in, marked on or affixed to any Technology by ATL or its licensors. Customer shall not cause or permit any third party to do any of the foregoing. Customer agrees to notify ATL immediately of any unauthorized use of any Technology.

4.6. **Restricted Rights.** If Customer is directly or indirectly acquiring the Technology on behalf of the U.S. Government, the Technology is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense, contains confidential information and trade secrets of ATL and its licensors, and is subject to "Restricted Rights" as that term is defined in the U.S. Federal Acquisition Regulations.

Manufacturer is: Accelerated Technology Laboratories, Inc., 496 Holly Grove School Road, West End, NC 27276, USA.

4.7. **Export Controls.** Customer agrees to adhere to all applicable laws, regulations and rules relating to the export of technical data and shall not export or reexport the Technology to any proscribed country (or national or resident of such country) listed in such applicable laws, regulations and rules unless properly authorized. Customer shall cooperate with ATL consistent with such laws, rules, and regulations.

4.8. **Inspection/Audit.** Upon reasonable prior notice from ATL, Customer shall provide to ATL and its reasonably designated representatives access to (i) any facility or part of a facility in which the Technology is being used, (ii) any personnel using the Technology, and/or (iii) any data or records relating to the Technology or the Agreement for the purpose of verifying compliance with the Agreement

## 5. PAYMENT

5.1. **Payment Terms; Taxes.** ATL shall provide invoices to Customer via email and/or mail. Customer shall pay all invoiced amounts to ATL within thirty (30) days from the date of invoice. All fees set forth on each Quote exclude all sales, use, value added, or similar federal, state, local or foreign tax, related to the Agreement. Customer shall be responsible for, and agrees to pay, for all such taxes, other than taxes based on ATL's net income, whether set forth on an invoice or otherwise. Customer hereby acknowledges that no purchase order is required for timely payment of its obligations hereunder. Upon request by ATL, Customer shall issue ATL a purchase order for the Software and/or Services within ten (10) business days.

5.2. **Late Payments.** In addition to any other rights of ATL hereunder, ATL may charge Customer interest on the outstanding balance of any overdue fees, charges or expenses at a rate equal to one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower. Customer shall reimburse ATL for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. In addition to ATL's rights under Section 8.3 hereof, ATL's obligations, and Customer's rights and licenses are subject to the Customer's timely payment of all fees hereunder.

## 6. WARRANTIES & COVENANTS

6.1. **Compliance With Laws.** Each Party warrants to the other Party that its performance under the Agreement will not be in violation of any applicable law, rule, or regulation in any material respect, and that it has all rights necessary to grant the other Party the rights set forth in the Agreement.

6.2. **Software.** For the longer of ninety (90) days following the Effective Date, or sixty (60) days following such Software



being delivered, installed or otherwise made available to Customer, ATL warrants that the shipped version of the Software shall substantially comply with the specifications in its documentation under normal use on the minimum configuration, provided that there are no modifications or other changes to the Software not made or authorized in writing by ATL. Upon receipt of notice of a defect during such period, ATL shall, at ATL's expense and as Customer's sole remedy, use commercially reasonable efforts to correct or replace the defective Software.

6.3. **Services.** ATL warrants that the Services will be provided through the use of reasonable care and in a professional and workmanlike manner.

6.4. **Non-Solicitation.** Each Party agrees that it will not solicit the employment or consultancy of, offer employment or consultancy to, or otherwise hire or contract any employee of the other Party it is introduced to or becomes aware of in connection with the Professional Services during the Project Term and for two (2) years thereafter.

6.5. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 6, THE TECHNOLOGY AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE, MERCHANTABILITY, NON-INFRINGEMENT AND SYSTEM INTEGRATION.

6.5.1. ANY USE OF THE TECHNOLOGY OR CUSTOMER CONTENT BY CUSTOMER IS AT SUCH CUSTOMER'S OWN RISK. ATL DOES NOT WARRANT THAT THE OPERATION OF THE TECHNOLOGY OR CUSTOMER CONTENT SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS SHALL OR CAN BE CORRECTED.

6.5.2. IF THE EXCLUSIONS SET FORTH IN THIS SECTION 6.5 ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE EFFECTIVE DATE, AND NO WARRANTIES OR CONDITIONS SHALL APPLY AFTER THAT PERIOD.

## 7. INDEMNIFICATION & LIMITS OF LIABILITY

7.1. **Customer Indemnification.** Customer agrees to defend, indemnify and hold harmless ATL, its affiliates, and their respective licensors, directors, officers, employees, agents, successors, and assignees from and against any and all Losses incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of Customer, or its employees and agents; (ii) use of the Technology by Customer, or its employees and agents, not in accordance with this

Agreement; and/or (iii) assertions that the Customer Content infringes such third party's U.S. Intellectual Property Rights.

7.2. **ATL Indemnification.** ATL agrees to defend, indemnify and hold harmless Customer, its affiliates, and their respective directors, officers, employees, agents, successors, and assignees from and against any and all Losses incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of ATL, or its affiliates, employees and agents; (ii) use of the Customer Content by ATL, or its employees and agents, not in accordance with this Agreement; and/or (iii) assertions that the Technology infringes such third party's U.S. Intellectual Property Rights.

7.3. **Exceptions.** ATL's indemnity obligation shall not extend to any claims (i) if the Technology is modified by any party other than ATL, (ii) arising out of or related to a combination of the Technology with hardware or software not provided by ATL, (iii) if Customer refuses, after express notice from ATL, to use the most-current version of the Technology in place of the earlier version, (iv) if Customer fails to promptly notify ATL of the claim, (v) if Customer fails to promptly give ATL sole control over the defense and settlement of the claim, and/or (vi) if Customer fails to promptly provide ATL reasonable cooperation (including furnishing all related evidence) in such defense or settlement.

7.4. **Injunction.** In the event of actual or alleged infringement or injunction, ATL shall have the right at its expense and option, and as Customer's sole and exclusive remedy, to: (i) procure for Customer the right to continue using the Technology; (ii) modify or replace the Technology with compatible, functionally equivalent, non-infringing component(s); or (iii) terminate the Agreement without any liability, remove the Technology from Customer, and refund to Customer a pro-rata portion of the Software fees paid by Customer based on a straight-line depreciation over three (3) years from the effected Software was first delivered, installed or otherwise made available to Customer, whichever is longer. This subsection shall be Customer's sole and exclusive remedy for Intellectual Property Rights infringement.

7.5. **Limitation of Liability.** NEITHER PARTY, THEIR AFFILIATES, NOR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) OR FOR ANY LOSSES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) OTHER THAN DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SUBJECT MATTER HEREOF. ATLS', ITS AFFILIATES', AND ITS LICENSORS' TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED:

(i) IF THE PRIMARY CAUSE OF ACTION RELATES TO THE SOFTWARE, THEN, TOGETHER WITH ALL OTHER CAUSES OF

ACTION, THE SOFTWARE FEES PAID TO ATL UNDER THE APPLICABLE QUOTE FOR THE RESPECTIVE SOFTWARE;

(ii) IF THE PRIMARY CAUSE OF ACTION RELATES TO PROFESSIONAL SERVICES, AN SOW, OR DELIVERABLES, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, THE PROFESSIONAL SERVICES FEES PAID TO ATL UNDER THE APPLICABLE QUOTE FOR THE RESPECTIVE SOW;

(iii) IF THE PRIMARY CAUSE OF ACTION RELATES TO MAINTENANCE & SUPPORT SERVICES, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, THE MAINTENANCE & SUPPORT SERVICES FEES PAID TO ATL. WITHIN THE PRECEDING SIX (6) MONTHS; OR

(iv) FOR ANY OTHER PRIMARY CAUSE OF ACTION, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, ONE THOUSAND DOLLARS (\$1,000).

## 8. TERMINATION

8.1. **Termination for Cause.** A Party may terminate the Agreement on thirty (30) days' (ten (10) days' for failure to make any payments due hereunder) prior written notice if the other Party (i) has committed a material breach of the Agreement and has failed, after thirty (30) day notice thereof, to cure such material breach within such notice period, or (ii) should become insolvent, file a voluntary petition in bankruptcy, be adjudicated a bankrupt, have a receiver appointed for the operation of its business, or make a material liquidation of assets. The termination right under clause (i) above may also be exercised with respect to any Services to which such material breach relates. ATL may immediately terminate the Agreement upon written notice to Customer if Customer has committed a breach of Article 4 (Intellectual Property) of the Agreement.

8.2. **Termination for Convenience.** Either party may terminate this Agreement, for any or no reason, on ninety (90) days prior written notice to the other Party.

8.3. **Effect of Termination.** Upon termination of the Agreement for any reason, each Party shall immediately return to the other Party or destroy (at the other Party's option) any property belonging to the other Party that is in its possession or control (including Confidential Information). Notwithstanding anything to the contrary in the Agreement, upon termination by ATL pursuant to Section 8.1 or by Customer pursuant to Section 8.2, any unpaid fees owed by Customer hereunder immediately shall be due and payable and all rights and licenses granted to Customer hereunder immediately shall cease to exist.

8.3. **Survival of Provisions.** The Parties acknowledge and agree that Article 4 (Intellectual Property), Article 5 (Payment), Section 7.5 (Limitation of Liability), Article 8 (Termination), and Article 9 (General) shall survive termination of the Agreement.

## 9. GENERAL

9.1. **Force Majeure.** Neither Party will be deemed in default of the Agreement to the extent that performance of its obligations (other than payment of money) or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such Party, including any act of God (i.e., fire, earthquake, natural disaster), act of government (i.e., war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such Party, provided that such Party gives the other Party prompt written notice thereof. Any delays caused by Customer which impact costs associated with any Professional Services will result in additional Professional Services fees.

9.2. **Equitable Relief.** Customer acknowledges and agrees that if it breaches the provisions of Article 4 (Intellectual Property) damages would be difficult if not impossible to ascertain. As a result of the immediate and irreparable damage and loss that may be caused to ATL for which it would have no adequate remedy, in addition to and without limiting any other remedy or right it may have, ATL shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction (without the need of posting a bond) enjoining any such breach.

9.3. **Assignment.** Customer may not assign or transfer the Agreement (or any right herein) without the prior written consent of ATL. ATL reserves the right to assign the Agreement. The Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assignees. In the event of a permitted assignment, the assigning Party shall provide written notice to the other Party.

9.4. **Counterparts.** The Agreement may be executed by facsimile or other electronic means, and in one or more counterparts, each of which shall be deemed to be an original, but all of which will together constitute one and the same Agreement. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. Customer agrees that any terms or conditions in a purchase order or other document issued by Customer to ATL regarding the Software or Services are void and of no force and effect. The headings in the Agreement are solely for convenience and in the event of an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as drafted in English without regard to any translations, and as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of the Agreement. If any provision in an SOW or Quote conflicts with the terms of the Agreement, the terms of the Agreement will control, unless the provision specifically refers to and expressly overrides the conflicting terms of the Agreement. In the event any provision in an SOW





conflicts with any provision in the corresponding Quote, the provision(s) within the Quote shall prevail.

9.5. **Waiver; Amendments** No failure of either Party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation hereunder shall constitute a waiver of the rights of such Party to demand full and exact compliance with the terms of the Agreement. The Agreement shall not be amended or modified, or any term or condition waived, except by written instrument that has been duly executed by the signature of an authorized representative of each Party. Each Party is hereby put on notice that any individual purporting to amend or modify this Agreement by conduct manifesting assent is not authorized to do so.

9.6. **Relationship of Parties.** Both Parties agree that they are independent entities. Nothing in the Agreement shall be construed to create a partnership, joint venture, fiduciary, or agency relationship between the Parties. Each Party is responsible for the supervision, management and direction of its own employees. Each Party is responsible for the payment of compensation to its employees and for any injury to them occurring in the course of their employment and neither Party shall be responsible for the supervision, management and direction of the employees of the other Party.

9.7. **Judicial Modifications.** THE PARTIES INTEND THAT THE AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN. In the event that any provision of the Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, it shall be enforced, modified, or replaced by another equivalent provision to the extent necessary to render it valid, legal and enforceable under the circumstances and to the extent consistent with applicable law, while reflecting as closely as possible the original intent of the Parties as expressed or implied therein. If, however, such enforcement, modification or replacement is not permissible under applicable law, then it shall be severed from the Agreement. The invalidity, illegality or unenforceability of the provision, or the enforcement, modification, replacement or severance thereof, as the case may be, shall not affect the validity, legality or enforceability of the other provisions of the Agreement, which shall remain in full force and effect.

9.8. **Notices.** All notices, requests and demands, other than invoices and routine communications under the Agreement, shall be in writing and shall be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile or email, or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of certified mail, return receipt requested, postage prepaid, and addressed to the contact person at the address set forth below the Party's signature. Either Party may from time to time change the individual(s) to

receive notices under this Section and its address for notification purposes by giving the other prior written notice as provided in this Section of the new individual(s) and address and the date upon which the change will become effective.

-- END OF DOCUMENT --



Each Party warrants that its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute the Agreement on behalf of such Party.

Accelerated Technology Laboratories, Inc.				
By:			By	
Name:			Name:	
Title:			Title:	
Date:			Date:	
Notice Contact:			Notice Contact:	
Attn:			Attn:	
Address:			Address:	
Phone:			Phone:	
Fax:			Fax:	
Email:			Email:	

## Exhibit A Maintenance & Support Services

### Overview

ATL is dedicated to the success of our customers by providing timely responses to problems with ATL software products. ATL's highly skilled support engineers are well versed in ATL's software products. ATL's support services group is a global organization to ensure that support is available whenever it is needed. Maintenance services are subject to the ATL Support Website located at [support.atlab.com](http://support.atlab.com).

### Maintenance Service Levels

**ATL BRONZE** (5% of Software List Price) (1 Year from Anniversary Date) - Includes Technical Support Via a toll-free number (5 incidents/year), Remote Support, Access to Web Site User Support Area and Software Service Packs, LIMS Solutions Newsletter

**ATL SILVER** (10% of Software List Price) (1 Year from Anniversary Date) - Includes Technical Support Via a toll-free number (10 incidents/year), Remote Support, Access to Web Site User Support Area and Software Service Packs, LIMS Solutions Newsletter

**ATL GOLD** (18% of Software List Price) (1 Year from Anniversary Date) - Includes LIMS account manager, Unlimited Technical Support Via a toll-free number, Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and LIMS Newsletter

**ATL PLATINUM** (35% of Software List Price) (1 Year from Anniversary Date) - Includes Dedicated LIMS account manager, Dedicated Software Engineer, Annual LIMS Check-up, Unlimited Technical Support Via a toll-free number, Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and LIMS Newsletter

**Table Summarizing Support Options**

ATL Support Type	BRONZE	SILVER	GOLD	PLATINUM
Technical Support	5 Incidents	10 Incidents	Unlimited	Unlimited
Extended Support Hours	Optional	Optional	Optional	Optional
Product Upgrades	Optional	Optional	Included	Included
Quarterly Web Training	Optional	Optional	Included	Included
Remote Login	Included	Included	Included	Included
ATL Support Website	Included	Included	Included	Included
LIMS Support Newsletter	Included	Included	Included	Included
FTP Support Area	Included	Included	Included	Included
Annual Maintenance Cost (based on LIMS software cost)	5%	10%	18%	35%
Training: LIMS Boot Camp	Optional	Optional	Optional	Included*

\*A 5-day pass to both the Intermediate and Advanced Classes

**Service Hours:** 8am – 5pm ET, Monday – Friday, excluding holidays in the U.S.

**Extended Hours:** 8 am – 8pm ET Monday – Friday

**Email:** 24 Hours/Day, 7 Days/Week



**Authorized Contacts:**

The following two individuals who shall be eligible to open support requests and serve as authorized contacts on Maintenance & Support Services issues between ATL and Customer:

Primary Authorized Contact:	Secondary Authorized Contact:
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Customer may update either or both contacts upon written notice to ATL in accordance with Section 9.9 of the Agreement.

Disclaimer: ATL reserves the right, at its discretion, to change the Maintenance & Support Services and the policies within this Exhibit or the ATL Support Website at any time based on prevailing market practices and the evolution of our products. Changes have no impact during any Maintenance Term for which Maintenance fees have already been paid.

Annual maintenance terms for all ATL software product line division licenses must be consolidated and be coterminous. Only one maintenance invoice will be prepared and sent to the one entity for payment of that invoice. Subsequent Maintenance & Support Services purchased or acquired will be billed on a pro-rata basis for the initial period to then align its renewal with the then existing Maintenance & Support Services on account for other ATL Technology enjoyed by the Customer.



### 3 Maintenance

#### 3.1 Severity Level Definitions

“Severity 1” is an emergency production situation where the Licensor Software is totally inoperable or fails catastrophically and there is no workaround;

“Severity 2” is a detrimental situation (and there is no workaround) where (a) performance degrades substantially under reasonable loads causing a severe impact on use or (b) the Licensor Software is usable but materially incomplete;

“Severity 3” is where the Licensor Software is usable, but does not provide a function in the most convenient manner; and

“Severity 4” is a minor problem or documentation error, which is reasonably correctable by a documentation change or by a future maintenance release from ATL.

#### 3.2 Scope

ATL will use commercially reasonable efforts to resolve matters according to the support level purchased, the impact on customer’s business, and the problem Severity level determined by ATL. Customer will use commercially reasonable efforts to provide: (a) a detailed problem description; (b) a method for repeatedly reproducing the problem; and (c) reasonably continuous access to a Customer authorized contact. During the Maintenance Term, Customer authorized contacts as applicable for the Maintenance & Support Services level selected in the applicable Quote may notify ATL’s Technical Support Center of an error, defect, or malfunction in the Software. Maintenance & Support Services include the right to use Updates as replacements for existing copies, whether provided under maintenance, Warranty or any other reason by ATL, or ATL’s authorized resellers or distributors (if applicable); Updates are subject to Customer’s license agreement limitations and restrictions. Subject to the quantity of ATL Software licensed and payment of any applicable Maintenance & Support Services fees, Customer’s right to use Updates extends to any supported platform then currently available for each discrete Software product under Maintenance & Support Services agreement. Updates may include new or additional platforms that are deemed (at ATL’s sole discretion) to have no more than a minimum difference in price, features and functionality from previously available platforms.

#### 3.3 Limits

Customer must purchase the same service level of Maintenance & Support Services for all quantities of ATL Technology products that it has licensed. Maintenance & Support Services fees are based on cumulative license fees paid. Maintenance & Support Services do not include support for any non-ATL software, custom configuration, product modification, new products and functionality for which ATL is charging an additional license fee, services at a Customer site, any work product provided under Professional Services or for ATL Software products with non-matching service levels. ATL reserves the right, following express notice by ATL, to make fixes only to the most current version of the relevant Software, and may elect, at its discretion, to make fixes generally available for minor release versions or the latest service pack for a supported version. In the event that a request for Maintenance & Support Services reveals that the cause of the problem is not an error, defect or malfunction in the unmodified ATL Software, Customer shall pay ATL for its work on a time and materials basis, plus meals, lodging, travel and other reasonably necessary out-of-pocket expenses.

#### 3.4 Perpetual Term Licenses

The initial Maintenance Term shall be for one year commencing on the Effective Date of the applicable Quote, unless otherwise stated in the Quote. In the event Customer elects to renew Maintenance & Support Services (subject to any rights of termination as set forth in the Agreement), such Services will be renewed for successive one (1) year terms and the annual Maintenance & Support Services fee for the first renewal term shall not increase by more than the percentage rate change in the Consumer Price Index for the 12 month period immediately preceding the anniversary date of Maintenance. Maintenance & Support Services fees for subsequently acquired Licensor Software will be prorated to expire with the then-current annual Maintenance Term.



### 3.5 Equipment

Unless expressly stated otherwise, in writing, in the applicable Quote, ATL may facilitate the Customer's acquisition, receipt, set-up and/or use of Equipment, but the Equipment's hardware manufacturer and/or such manufacturer's designated representative(s) shall be solely responsible for such Equipment, including but not limited to its condition, shipping, set-up, installation, maintenance, support, and performance. ATL does not warrant or support the Equipment.

To the extent that ATL does expressly assume any support obligations over the Equipment, Customer acknowledges and agrees that ATL may subcontract Maintenance & Support Services for the Equipment, in ATL's sole discretion, to the manufacturer and/or a third-party authorized provider. ATL will remain responsible for ensuring that its Maintenance & Support Services obligations under this Agreement are fulfilled.

ATL reserves the right, as a condition precedent to the commencement of any Maintenance & Support Services, to conduct an onsite, physical, certification inspection of the Equipment when: a) Customer changes or relocates the Equipment, b) prior to the renewal of Maintenance & Support Services on the Equipment, or c) where Maintenance & Support Services were not purchased when the Equipment was initially purchased or leased from ATL.

### 3.6 Support Limitations

At ATL's discretion Maintenance & Support Services will be provided by phone, using remote diagnosis and/or other service delivery methods. ATL will determine the appropriate delivery method required. Services such as the following, but not limited to, are excluded from Maintenance & Support:

- Diagnosis or maintenance at the Customer site. If onsite diagnosis or maintenance is required, and available by ATL, Customer will be billed at the applicable standard Professional Services rates;
- Set-up and installation of the replacement Equipment or replacement parts at the Customer site;
- Recovery of the operating system, other software, and data;
- Troubleshooting for interconnectivity or compatibility problems;
- Services required due to failure of Customer to incorporate any system or software fix, repair, patch, or modification provided to the Customer by ATL;
- Services required due to failure of the Customer to take avoidance action previously advised by ATL;
- User preventative maintenance.

Maintenance & Support Services are not provided for the following:

- Damage caused by failure of Customer to follow manufacturer's recommended maintenance or operating specifications;
- Damage due to war or nuclear incident, terrorism, unauthorized attempts to repair Equipment or Equipment previously repaired by an unauthorized technician or user;
- Data, business interruptions, obsolescence, cosmetic damage, rust, change in color, texture or finish, wear and tear, gradual deterioration or any damage that does not affect the Equipment functionality;
- Fraud, fire, theft, unexplained or mysterious disappearance, misuse, abuse or willful act;
- Alteration or modification of the Equipment in any way;
- Transit or relocation of Equipment by Customer, including any damages occurring while in transit or related to such relocation, and services accompanying or related to transit or relocation of the Equipment;
- Power surge or failure;
- Normal wear and tear.

### 3.7 Customer Responsibilities

- The Customer will be required, upon ATL's request, to support resolving any problem reported remotely by (a) providing all information necessary for ATL to deliver timely and professional remote support and/or to enable ATL to determine the level of support eligibility; (b) starting self tests and/or other diagnostic tools and programs; and (c) performing other reasonable activities to help ATL identify or resolve the problem.
- Customer must acknowledge receipt of replacement items by signing freight carrier bill at time of delivery.
- Customer is responsible to install customer replaceable parts and replacement Technology and Equipment in a timely manner;
- Customer shall maintain a backup copy of all software and data. ATL recommends regular backups;
- Customer shall restore software and data on the Equipment, as necessary, after any repair or replacement;
- Customer is responsible for the installation of any software not provided by ATL with the Equipment and insure all software installed on the Equipment is appropriately licensed.

### 3.7 Reinstatement of Maintenance

Reinstatement of Maintenance is subject to payment of Maintenance & Support Services fees for any period during which Maintenance & Support had lapsed, a reinstatement fee, plus payment for the 12 month period commencing with the date Maintenance & Support Services are reinstated, as further described in Section 3.1 of the Agreement.

### 3.9 Non-Continuous Coverage

In the event Customer elects not to maintain continuous Maintenance & Support, ATL may, at its discretion, refuse to provide any Maintenance & Support Services to Customer until payment for the period of discontinuity is made current, as well as any penalties, as described in the Section 3.1 of the Agreement. ATL reserves the right to suspend Maintenance & Support Services while any accrued Maintenance & Support Services fees or other fees hereunder remain unpaid.



## 4 ATL Support Web

### 4.1 Opening a Customer Support Request

There are three ways to report a problem:

- ATL Support Web Cases reported online are automatically entered into ATL's Call Tracking system and assigned a Customer Support (CS) number. ATL requires that all Severity 1 cases be followed up with a phone call to our Technical Support Center to ensure immediate attention to your issue.
- Email Support at [support@atlab.com](mailto:support@atlab.com) and include name, company, address, version of software, detailed description of the issue and any screen shots
- Phone. Each ATL customer is given Technical Support Center information that it can contact to request support via phone. A customer support request will be created in ATL's call tracking system and a CS number is provided.

### 4.2 Processing a Customer Support Request

Once a customer support request is submitted, the ATL support specialist will review, access and assign the appropriate severity level. All severity 3 and 4 calls will be assigned to the appropriate product and workgroup where our technical support engineers will start working on the call on a First in – First out (FIFO) basis. The ATL Technical Support Center will notify support managers of any CSs that are assigned to Severity 1 or 2, so that they are handled in an escalated manner. The ATL support engineer will communicate with Customer until the issue is resolved. Depending on the nature of the Customer Support Request, it may be resolved by a support engineer or logged as a bugs/enhancements item with product engineering.

#### **ATL support level and responsibilities:**

##### **- First level (Technical Assistance Center):**

- Review Customer Support Requests reported by Web, Email or phone from a customer authorized contact
- Validate customer maintenance status, product entitlement and check for any special handling required.
- Identify type of request, problem definition, configuration, products, product versions and platforms.
- Determine severity of the problem and execute any escalation procedures necessary.
- Direct problems for resolution to engineers

##### **- Second level (Product Support):**

- Confirm problem and configuration used by Customer
- Evaluate against known problems or issues
- Stage the problem
- Reproduce problems and provide workarounds
- Escalate to engineering where required to develop patches and fixes
- Keep the CS updated at all times within the Call Tracking system
- Keep Customer's Authorized Contact updated on the progress

##### **- Third level (Engineering):**

- Develop fixes as needed
- Test and verify functionality and performance
- Update the source code control system as needed
- Ensure patches and fixes are incorporated into a future product release



#### 4.3 Escalations

Special procedures apply to Customer Support escalations. An escalated issue is generally one of the following:

- No response to a problem reported, within the designated time given by the call response coordinator or technical engineer;
- Response times out of severity guidelines;
- Customer is dissatisfied with Customer Support resolution that has been given and wants the problem reported brought to the attention of ATL's management.

#### 4.4 Creating, Updating and Tracking a Customer Support Request

All customer support requests are created and assigned a unique ID number. The ID number is used to track each incident and should be referred to in each correspondence.

#### 4.5 User Profile

Authorized contacts are able to change their login password, update their phone numbers, select their time zone and subscribe to LIMS Solutions Newsletter in this section.



**Quote**  
**Software and Services Fees**

This Quote is governed by the terms of the **Master Software & Services Agreement** effective \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ and Accelerated Technology Laboratories, Inc., a North Carolina corporation, having its principal place of business at 496 Holly Grove School Road, West End, NC (the "**Agreement**").



**Statement of Work  
Professional Services and Deliverables**

This Statement of Work is governed by the terms of the Master Software & Services Agreement effective \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ and Accelerated Technology Laboratories, Inc., a North Carolina corporation, having its principal place of business at 496 Holly Grove School Road, West End, NC (the "Agreement").

**ADDENDUM TO ACCELERATED TECHNOLOGY LABORATORIES, INC.  
ENTERPRISE AGREEMENT**

This ADDENDUM TO ACCELERATED TECHNOLOGY LABORATORIES, INC. ENTERPRISE AGREEMENT (“this Addendum”) amends that certain Contract by and between the **City of Boynton Beach, FL** (hereinafter referred as “City”) and **Accelerated Technology Laboratories, Inc., a North Carolina corporation** (hereinafter referred to as “ATLAB”) entered into contemporaneously herewith and effective thereon, as follows:

For purposes of this Addendum, the Agreement shall mean and include this (I) Addendum, (II) The Master Software & Services Agreement and all exhibits attached thereto; (III) Any Non-Disclosure Agreement executed by the Parties; (III) Each Quote (Software and Services Fees) executed by the Parties; and (IV) Each Statement of Work or SOW executed by the Parties (hereinafter collectively referred to as “Agreement”).

The purpose of this Addendum is to incorporate new content into the Agreement between the City and ATLAB. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms or conditions contained in the Agreement, and any other attachments provided to City, as applicable, it is expressly understood and agreed that the terms of this Addendum shall take precedence over all of the foregoing.

Effective as of the effective date of the Agreement, the following sections shall be added to the Agreement:

1. Limitation of Liability. Notwithstanding any provision of the Agreement or this Addendum, City shall not be liable or responsible to ATLAB beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., as amended, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to ATLAB for punitive or exemplary damages or for lost profits or consequential damages.
2. Attorneys’ Fees. In the event of litigation which arises out of, or pertains to, or relates to the Agreement or this Addendum, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney’s fee. Notwithstanding the foregoing sentence, the maximum attorney’s fees which one party can recover from the other will not exceed \$15,000.
3. Compliance with Laws. ATLAB shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Boynton Beach and of any other public authority, which may be applicable to this Agreement.
4. Disputed Payments. The City shall not be charged any costs, fees, charges, or expenses for payments amounts which have been disputed by the City within thirty (30) day from the date of invoice until such time as a resolution has occurred between the parties for the disputed payments or portions thereof.
5. Public Records. The City of Boynton Beach is public agency subject to Chapter 119, Florida Statutes, notwithstanding any agreement to maintain Confidential Information. ATLAB shall comply with Florida’s Public Records Law. Specifically, ATLAB shall:



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

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;

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, ATLAB shall destroy all copies of such confidential and exempt records remaining in its possession after ATLAB transfers the records in its possession to the City; and

Upon completion of the contract, ATLAB shall transfer to the City, at no cost to the City, all public records in ATLAB's possession. All records stored electronically by ATLAB 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.

The failure of ATLAB to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF ATLAB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ATLAB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CRYSTAL GIBSON, CITY CLERK  
3301 QUANTUM BLVD., SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
[GIBSONC@BBFL.US](mailto:GIBSONC@BBFL.US)**

6. Records and Audit. City reserves the right to audit the records of ATLAB relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after termination of the Agreement. If required by City, ATLAB shall agree to submit to an audit by an independent certified public and review the records of ATLAB at any and all times during normal business hours during the term of this Agreement.

ATLAB shall preserve and make available for inspection by City personnel, or by personnel duly authorized by City, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four (24) hours notice by the City.

7. Scrutinized Companies.

ATLAB agrees to:

- a. Comply with Section 287.135, Florida Statutes, which prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; or One million dollars or more if, at the time of bidding, ATLAB is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has business operations in Syria. The boycott Israel list is created pursuant to 215.4725, Florida Statutes and the Sudan and Iran lists are created pursuant to section 215.473, Florida Statutes.
  - b. As the person authorized to sign on behalf of ATLAB, I hereby certify that ATLAB is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Syria. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Syria will be cause for the City to terminate this Agreement at the option of the City. In addition, ATLAB may be subject to civil penalties, attorney's fees, and/or costs.
8. Choice of Law. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County without regard to its conflicts of law. The parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Palm Beach or the Federal District Court with subject matter jurisdiction and encompassing the County of Palm Beach, Florida. Each party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum.
9. Conflict of Interest. ATLAB covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this agreement has any personal financial interests, direct or indirect, with city. ATLAB further covenants that, in the performance of this agreement, no person having such conflicting interest shall be employed, any such interests, on the part of ATLAB or its employees, must be disclosed in writing to City. ATLAB is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes (2019), as amended, agrees that it will fully comply in all respects with terms of said laws. ATLAB warrants that it has not employed or retained any person employed by City to solicit or secure this agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by city any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.
10. Ethics Disclosure. ATLAB warrants that no elected official, officer, agent or employee of the City has financial interest directly or indirectly in this contract or the compensation to be paid under it, and further, that no city employee who acts in the City of Boynton Beach as a "purchasing agent" as defined by § 112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Boynton Beach, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of ATLAB, and further, that no such city employee purchasing agent, city elected or appointed

officer, or the spouse or child of any of them, alone or in combination, has a material interest in ATLAB. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of ATLAB.

#### 11. Indemnity.

ATLAB shall indemnify and hold harmless City, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all claims, fines, fees, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of ATLAB and other persons employed or utilized by ATLAB in the performance of this Agreement.

ATLAB agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.

Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by ATLAB from the City that such amount is due, be made by ATLAB prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and ATLAB shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by ATLAB of written notice from the City that such payment is due. ATLAB agrees, at ATLAB's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to accept such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by ATLAB. Additionally, if ATLAB, after receipt of written notices from the City, fails to make any payment due hereunder to the City, ATLAB shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from ATLAB.

Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor.

#### 12. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, the City shall not be obligated for ATLAB's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in the City's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for

which funds were appropriated. The City shall notify the ATLAB in writing of any such non-allocation of funds at the earliest possible date.

13. Nondiscrimination and Equal Opportunity Employment. During the performance of this agreement, ATLAB shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
14. Disciplinary Action. ATLAB agrees to immediately notify the City of any disciplinary action imposed against ATLAB or any of its employees by any regulatory agency with the charge of regulating ATLAB.
15. Convicted Vendor List. ATLAB represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. ATLAB acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a ATLAB, supplier, subcontractor or ATLAB under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of THIRTY-SIX (36) months from the date of being placed on the convicted vendor list.
16. Non-exclusivity. The services provided pursuant to the Agreement shall be non-exclusive.
17. Consideration Adequate. The parties acknowledge that there is adequate consideration to enforce each and every provision of the Agreement.
18. Modification. Except as specifically amended or modified herein, the terms and provisions of the Agreement remain unchanged. No future amendment, modification to the Agreement shall affect the terms and conditions contained in this Addendum without specific reference to this Addendum and approved by both parties, in writing.
19. Tax Exempt. ATLAB and City agree that City is a tax exempt entity and not subject to the payment of taxes under the Agreement.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective as of the effective date of the Agreement.

**CITY OF BOYNTON BEACH**

**ACCELERATED TECHNOLOGY  
LABORATORIES, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## Contractor Information

(Vendors) How to change your company information

Contract #:	<input type="text" value="GS-35F-114BA"/>	Socio-Economic :	Small business Woman Owned business
Contractor:	ACCELERATED TECHNOLOGY LABORATORIES, INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	496 HOLLY GROVE SCHOOL RD WEST END, NC 27376-8412	Govt. Point of Contact:	Deanna Hall
Phone:	9106738165	Phone:	703-605-9220
E-Mail:	tmclean@atlab.com	E-Mail:	deanna.hall@gsa.gov
Web Address:	http://atlab.com	Contract Clauses/Exceptions:	View the specifics for this contract
DUNS:	945993509		
NAICS:	541511		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-114BA		Dec 12, 2023	132 32	
					132 50	
					132 51	
					70 500	

Additional Contracts held by this contractor. To view more details of a contract, click the Contract Number below.

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
66	SCIENTIFIC EQUIPMENT AND SERVICES	GS-24F-0045L		Sep 6, 2021	66 200	



**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system.

The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

**SCHEDULE TITLE:** Schedule 66 – Scientific Equipment and Services  
FSC Group: 6640

**CONTRACT NUMBER:** GS-24F-0045L

**CONTRACT PERIOD:** September 7, 2001 to September 6, 2021

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at [www.gsa.gov](http://www.gsa.gov)

**CONTRACTOR:** Accelerated Technology Laboratories, Inc.  
496 Holly Grove School RD  
West End, NC 27376-8412  
Phone: (910) 673-8165  
Fax: (910) 673-8166  
Web Address: <http://www.atlab.com>

**CONTRACTOR'S ADMINISTRATION SOURCE:**

Name	Title	Phone	Email
Thomas McLean	Accounts Manager	(910) 673-8165	tmclean@atlab.com

**BUSINESS SIZE:** Small

**Socioeconomic Indicators:** Woman Owned

**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN	DESCRIPTION
SIN	SIN Description
66-200	Laboratory Information Management System (LIMS)

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**  
(Government net price based on a unit of one)

SIN	MODEL	PRICE
66-200	ATL Bronze Support	\$762.00

**1c. HOURLY RATES: (Services Only) N/A**

**2. MAXIMUM ORDER\*:**

SIN	Max Order Limit
66-200	\$1,000,000.00

\*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. MINIMUM ORDER: \$100**

**4. GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities

**5. POINT(S) OF PRODUCTION: USA**

**6. DISCOUNT FROM LIST PRICES:** GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

**7. QUANTITY DISCOUNT(S):**

Quantity	Discount
5 User License	35% off list price plus 5% off discounted price (35%/5%)
10 User License	30% off list price plus 5% off discounted price (30%/5%)
15 User License	25% off list price plus 5% off discounted price (25%/5%)
20 User License	20% off list price plus 5% off discounted price (20%/5%)
25 User License	15% off list price plus 5% off discounted price (15%/5%)
30 User License	10% off list price plus 5% off discounted price (10%/5%)

**8. PROMPT PAYMENT TERMS:** 1% within Net 30 for non-credit card payments. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

**9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.**

**9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**

**10. FOREIGN ITEMS:** None

**11a. TIME OF DELIVERY:** 7 Days after receipt of order



- 11b. **EXPEDITED DELIVERY:** 2 Days after receipt of order or Contact Contractor's Representative
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** If available, contact the Contractor for rates.
- 11d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. **FOB POINT:** Destination
- 13a. **ORDERING ADDRESS:** 496 Holly Grove School Road, West End, NC 27376
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
- 14. **PAYMENT ADDRESS:** 496 Holly Grove School Road, West End, NC 27376
- 15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.
- 16. **EXPORT PACKING CHARGES:** Not applicable
- 17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level may be inserted by contractor)
- 18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
- 19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A or as applicable
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** as applicable
- 25. **DUNS NUMBER:** 94-599-3509
- 26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.



**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and these option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsadvantage.gov>

**SCHEDULE TITLE: 70: General Purpose Commercial Information Technology Equipment, Software, and Services**

**SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

**SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)**

**SPECIAL ITEM NUMBER: 132-51 Information Technology Professional Services**

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**CONTRACT NUMBER GS-35F-114BA**

**CONTRACT PERIOD: December 13, 2013- December 12, 2023**

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at [www.gsa.gov](http://www.gsa.gov)

**CONTRACTOR:** Accelerated Technology Laboratories, Inc.  
496 Holly Grove School Road  
West End, NC 27376

Phone: 910.673.8165  
Fax: 910.673.8166  
E-mail: [tmclean@atlab.com](mailto:tmclean@atlab.com)  
Web: [www.atlab.com](http://www.atlab.com)

CONTRACTOR'S ADMINISTRATION SOURCE: Thomas McLean | 910.673.8165 | [tmclean@atlab.com](mailto:tmclean@atlab.com)

BUSINESS SIZE: Small

Socioeconomic Indicators: Woman Owned

**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN	DESCRIPTION
132 51	Information Technology Professional Services
132 50	Training Course
132 32	Term Software License
132 40	Cloud Computing

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**  
(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
132 32	SMI-1013-76	\$3007.18 EA
132 50	SeqNFind-Training	\$2,473.00 per day
<b>132 51</b>	<b>Software Engineer</b>	<b>\$214.80 Per hour</b>
<b>132 40</b>	<b>SAS JMP</b>	<b>\$167.07 Each</b>

**1c. HOURLY RATES: (Services Only)**  
Please see page 4 for all services offered.

**2. MAXIMUM ORDER\*:** The maximum order for SIN 132 51: \$500,000, SIN 132 50: \$25,00, SIN 132 34: \$500,000, SIN 132 32: \$500,00, SIN 132 40: \$500,000

\*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

**3. MINIMUM ORDER:** None

**4. GEOGRAPHIC COVERAGE:** 50 States

**5. POINT(S) OF PRODUCTION:** US

**6. DISCOUNT FROM LIST PRICES:** 5.25% basic discount

**7. QUANTITY DISCOUNT(S):** 1% Additional Discount for orders over \$500,000

8. **PROMPT PAYMENT TERMS:** 2% 10 Days, Net 30
- 9.a **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**
- 9.b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**
10. **FOREIGN ITEMS:** N/A for Services
- 11a. **TIME OF DELIVERY:** As agreed to at the Task Order Level
- 11b. **EXPEDITED DELIVERY:** As agreed to at the Task Order Level
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** As agreed to at the Task Order Level
- 11d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** As agreed to at the Task Order Level
- 13a. **ORDERING ADDRESS:** same
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. **PAYMENT ADDRESS:** Same as contractor
15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty
16. **EXPORT PACKING CHARGES:** None
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level may be inserted by contractor)
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

**24b. Section 508 Compliance for EIT:** as applicable

**25. DUNS NUMBER:** 945993509

**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**  
Contractor has an Active Registration in the SAM database.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**TERMS AND CONDITIONS**

Customer orders and ATL agrees to furnish the Equipment, Software and Services in accordance with the terms of this Agreement. This Agreement supersedes the terms and conditions of any purchase documents submitted by the Customer. **1. EQUIPMENT**

Customer agrees: (i) that any problem with the Equipment shall be the responsibility of its manufacturer; (ii) not to hold ATL or its representatives liable for any problem such problem with any Equipment; (iii) to provide reasonable access for installation of the Equipment, and use the Equipment in a manner consistent with the recommendations of the manufacturer; (iv) to execute all documents as may be reasonably requested by the manufacturer in connection with the purchase of Equipment; (v) not to relocate the Equipment to a different address, site or laboratory without the prior written consent of ATL. **2. SOFTWARE** (a) Provided Customer makes full and complete payment(s) to ATL as described in Section 5 below. ATL grants to customer a non-transferable, non-exclusive, limited license: (i) for its employees and agents to use the Software in a machine-readable form on the Equipment or other computer hardware approved by ATL and at the site specified in this Agreement solely for the Customer's internal business purposes and (ii) to make up to two backup copies of machine readable code portions of the Software and printed listings thereof, for backup or archival purposes only, which copies shall be subject in all respects to the terms and conditions hereof.

(b) Customer agrees and understands: (i) that no title to the Software, its copies or to its intellectual property is transferred to Customer (ii) that the Software is derived in part and may contain portions of software code proprietary to others; (iii) that it shall not disassemble or decompile the Software; and (iv) that it shall not publish any results of benchmark tests run on the Software.

(c) Customer shall have no rights to any modifications, enhancements or extensions with respect to the Software.

(d) If the Equipment is not operative, Customer may transfer to and use the Software on other, approved equipment at the Designated Site, provided Customer informs ATL of such transfer in writing.

(e) The Software is not specifically developed, manufactured or licensed for use in the planning, construction, maintenance, operation or use in any nuclear capacity or for the flight, navigation, or communication of aircraft or ground support equipment.

(f) Upon any termination of the license granted under this Agreement, Customer shall immediately cease use of the Software, and either deliver to ATL the Software and all copies of the Software, and all documentation containing the Software and other proprietary information, or destroy such materials on the instruction of ATL.

(g) Customer shall display all proprietary and copyright notices and legends to the extent and in the manner specified by ATL.



(h) Customer is aware that in the event Customer fails to pay all amounts due to ATL in accordance with the terms and conditions of this Agreement, the software provided to the Customer by ATL will be disabled so as to

Signature\_\_\_\_\_ Print Name\_\_\_\_\_ Date\_\_\_\_\_

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prevent the automatic generation of reports. In the event that the Software is disabled in this manner, Customer should contact ATL immediately. CUSTOMER ACKNOWLEDGES AND AGREES THAT ATL SHALL NOT BE LIABLE FOR ANY LOSSES OF TIME OR DATA, OR FOR ANY OTHER DAMAGES THAT MAY RESULT IN ANY WAY FROM THE DISABLING OF THE SOFTWARE PURSUANT TO THIS SECTION.

### 3. SERVICES

In the performance of Services specified in this Agreement, ATL and any agent or employee of ATL, is acting as an independent contractor, and not as an employee, of Customer. 4. PROPRIETARY INFORMATION

Customer shall hold in confidence, and make reasonable efforts to ensure that its employees and agents also hold in confidence all technical, business or financial information of ATL and shall not disclose such information except upon written authorization of ATL.

### 5. PAYMENT AND SHIPMENT

Invoices shall be due and payable prior to the date of installation in accordance to the terms stated in this Agreement, unless otherwise specified by ATL. Amounts unpaid when due shall accrue late charges of 1.5% per month or, if lower, the maximum rate allowed by law. All shipments shall be FOB ATL's place of business, and all shipping charges and insurance costs will be paid by the Customer. ATL shall have a security interest in any Equipment purchased hereunder until payment in full and Customer will cooperate fully in further evidencing and perfecting such interest. All delivery dates specified by ATL are estimates only and shall not be binding. Equipment modified by ATL to meet safety concerns or government standards shall be deemed conforming. 6.

WARRANTIES AND LIABILITY (a) ATL warrants that the Software media and associated documentation shall be free from defects in materials and workmanship for a period of ninety (90) days following date of delivery of such items (the "Warranty Period"). ATL agrees to replace or repair any such media or documentation which is found defective during the Warranty Period provided Customer notifies ATL during the Warranty Period or within ten (10) days thereafter.

(b) ATL does not, however, warrant that (i) operation of the software shall be uninterrupted or error-free, or (ii) Software functions shall operate in all combinations selected by Customer.

(c) THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) FOR THE EQUIPMENT, SOFTWARE OR SERVICES, NO THIRD PARTY SUPPLIER OF SOFTWARE WARRANTS THE SOFTWARE OR ASSUME ANY LIABILITY FOR ANY DAMAGES SUFFERED OR INCURRED BY CUSTOMER.

(d) IN NO EVENT WILL ATL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR DAMAGES IN EXCESS OF THE AMOUNT RECEIVED UNDER THIS AGREEMENT. 7.

MISCELLANEOUS (a) ATL agrees to use reasonable commercial efforts to provide Equipment, Software and Services described in this Agreement, provided, however, ATL is not responsible for the success or failure of the application performed by, or the conclusions drawn from, the use of the Equipment, Software, or Services by the

Signature\_\_\_\_\_ Print Name\_\_\_\_\_ Date\_\_\_\_\_

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Customer or any other party. Under no circumstances shall ATL be required to provide any Equipment, Software or Services creating or having functionality not expressly described in writing(s) provided by Customer to ATL prior to the effective date of this Agreement or any relevant Amendment thereto.

(b) ATL agrees to provide problem reporting procedures to Customer for reporting Software "bugs", malfunctions, programming errors and related problems. Upon notification of any "bug" in the Software pursuant to the procedures set forth by ATL, ATL will investigate and if able to verify and reproduce the bug, use reasonable commercial efforts to correct such "bug" or create a work around.

(c) Subject to Section 6(b) above, ATL shall indemnify Customer against costs and damages arising from claims of infringement of any U.S. patent or copyright resulting from the use of Software within the scope of the license, provided ATL is (i) promptly notified of all such claims; (ii) given sole control of any litigation or settlement, and provided further that the Customer shall provide all available assistance to enable ATL to defend or settle any such claims or proceedings. The foregoing obligation of ATL does not apply with

respect to Software: (A) not developed and produced by ATL; (B) made in whole or in part in accordance to Customer's specifications; (C) which was modified by a party other than ATL after shipment by ATL; (D) combined with other products where the alleged infringement relates to such combination or otherwise would not have occurred but for the combination; or (E) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would avoid the alleged infringement. Customer will indemnify ATL for any liability, cost, expense and attorney's fees incurred in connection with a claim for infringement with respect to software, products or equipment: (F) not developed and produced by ATL; (G) made in whole or part in accordance to Customer's specifications; (H) which, if provided by ATL, was thereafter modified by a party other than ATL; (I) that combines ATL products with other products where the alleged infringement relates to such combination or otherwise would not have occurred but for the combination; or (J) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would avoid the alleged infringement.

(d) Customer agrees to comply with all applicable regulations of the U.S. Department of Commerce and the U.S. Export Administration with respect to the Equipment and Software.

(e) The rights or obligations stated herein shall not be assignable or transferable in whole or in part by Customer without the prior written consent of ATL, and any attempt to do so shall be null and void.

(f) ATL may terminate this Agreement and all licenses and rights granted hereunder if Customer fails to comply with any term or condition stated herein.

(g) In the event any legal action is initiated to enforce any provision of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs incurred in connection with such action. North Carolina law shall govern in this Agreement and the sole venues for any action arising out of or relating to this agreement shall be in Moore County, North Carolina or Guilford County, North Carolina.

(h) These terms may be waived or amended only by a writing signed by the parties. Failure or delay in asserting a claim hereunder shall not be deemed a waiver thereof and no waiver with respect to a particular instance shall be deemed to waive generally the applicable right. Section headings are for convenience only and shall not affect interpretation. Notices shall be in writing, and sent by registered or certified mail.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 910-673-8165 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 5pm EST.

### 4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

\_\_\_\_\_ 2. Software Maintenance as a Service (SIN 132-34)

**Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.**

**Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.**

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

#### **5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

#### **6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

#### **7. TERM LICENSE CESSATION**

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **11. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND IDENTITY ACCESS MANAGEMENT  
PROFESSIONAL SERVICES  
(SPECIAL ITEM NUMBER 132-60F)**



## **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

## **2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

## **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS 2COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I 2OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

#### **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

#### **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

#### **9. INDEPENDENT CONTRACTOR**

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

#### **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

##### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to

individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

#### **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

#### **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

#### **Services Offered:**

<b>Service</b>	<b>Unit</b>	<b>GSA Price with IFF</b>
ATL NPDES DMR Package SM-NPDES	Each	\$6,677.85
BOD Calculator SM-BOD-1	Each	\$568.02
iMobile (includes hardware) SM-IM-CU	Each	\$1,718.39
Instrument Integration: Parsers (Uni-directional) SM-II-13-U	Each	\$811.46

Instrument Integration: Parsers (Bi-directional) SM-II-14-B	Each	\$1,622.92
On-site Instrument Integration & Parser Training ** SM-ON-II	Per day	\$2,360.87
On-site Installation ** SM-ON-IN	Per day	\$2,360.87
On-site Training ** SM-ON-TR	Per day	\$2,360.87
Data Migration SM-DM-1	Per hour	\$214.80
Customization SM-CU-2	Per hour	\$214.80
On-site LIMS Needs Assessment SM-ON-NA	Per day	\$2,360.87
Web Portal/ Result Point TI-RP-UL	Per Web Portal	\$43,909.58
ATL NPDES DMR Package TI-NPDES	Per Package	\$6,677.85
BOD Calculator TI-BOD-1	Each	\$568.02
TITAN iMobile (includes hardware) TI-IM-TI	Each	\$1,718.39
Instrument Integration (Uni- directional) TI-II-13-U	Each	\$811.46
Instrument integration (Bi-directional) Ti-II-14-B	Each	\$1,622.92
On-site Instrument Integration & Parser Training ** TI-ON-II	Per day	\$2,360.87
On-site Installation**	Per day	\$2,360.87

TI-S-ON-IN		
On-site Training** TI-S-ON-TR	Per day	\$2,360.87
Data Migration TI-DM-1	Per hour	\$214.80
Customization TI-CU-2	Per hour	\$214.80
Installation/ LIMS –Needs Assessment TI-ON-NA	Per day	\$2,360.87
SeqNFind Workstation (4 GPUs) Nvidia GPUs SF-W-131	Researcher	\$94,511.34
SeqNFind Cluster (Cost per node) 2 GPUs - scalable SF-C-13N	Institution	\$94,511.34
Access to SeqNFind Server SF-Cloud SeqNFind –Installation ** SF-ON-IN	8 Hours	\$954.66
SeqNFind–Training ** SF-ON-TR	Per day	\$2,360.87
SeqNFind Expert Bioinformatics Consultation SF-CON	Per day	\$2,360.87
Support Services ATL Platinum Support SU-PL-1	Per hour	33.16% of software list price divided by .9925
Support Services ATL Gold Support SU-GO-2	Each	17.05% of software list price divided by .9925
Support Services ATL Silver Support SU-SI-3	Each	9.48% of software list price divided by .9926
Support Services ATL Bronze Support SU-BR-4	Each	4.74% of software list price divided by .9927



SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
132 40	ATL-SAAS-TI	TITAN®	The TITAN® Base Package encapsulates all of the out of the box functionality of TITAN®. The TITAN® framework allows for the mapping of most laboratory workflows into the solution and includes configurable functionality to address sample management, result entry, bar-coding, full auditing, business management, asset management, resource management, quality control / assurance, sample scheduling, workflow modeling, project management, and system administration.  Per user/month (concurrent) (Minimum 10 Users)	each	\$668.26
132 40	ATL-SAAS-TI-RD	Report Designer	The TITAN® Report Designer allows users to generate reports by simply dragging and dropping field names to a template. The Report Writer was designed to be easy to use and to allow non-IT personnel the ability to generate reports. The report writer's intuitive interface allows you to create exactly the reports you need. By incorporating some of the most powerful tools TITAN® offers within a simple interface and intuitive design structure, you have the power to design reports the way you want them. Reports can contain more than just text; TITAN® Report Designer allows elements such as images, charts, and barcoded elements to be used on a report.  Per user/month (named)	each	\$214.80
132 40	ATL-SAAS-TI-RP	Result Point®	Result Point® is a secure web portal that allows clients to access their data 24/7; view status and results, check limits, view or print reports in PDF, Excel, or other common file formats. Users can also remotely log in samples that will be shipped to the laboratory.  per month (unlimited)	each	\$2,100.25
132 40	ATL-SAAS-TI-IM	iMobile	Allows direct upload of LIMS data from field collectors in real-time. (iPad, Samsung Galaxy, Nexus, or other device with a rugged case sold separately.)  Per user/month (5 named user - minimum)	each	\$1,312.66
132 40	ATL-SAAS-TI-JMP	SAS JMP	JMP combines powerful statistics with dynamic graphics, in memory and on the desktop. Interactive and visual, JMP reveals insights that raw tables of numbers or static graphs tend to hide.	each	\$167.07

			Per user/month (named user)		
132 40	ATL-SAAS-TI-ACT	One time Account Activation	Billed for all clients (paid before service starts)	each	\$3,818.64

# Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ACCELERATED TECHNOLOGY LABORATORIES, INC.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) <b>496 HOLLY GROVE SCHOOL ROAD</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>WEST END, NC 27376</b>	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

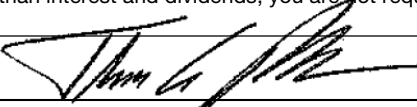
<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
5	6		-	2	1	1	3	0	2 8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



ACCEL-1

OP ID: JR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2019

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).

<b>PRODUCER</b> Lee-Moore Insurance Agency Inc P.O. Box 667 West End, NC 27376 Tyler Horney		910-673-4771		<b>CONTACT NAME:</b> Tyler Horney <b>PHONE (A/C, No, Ext):</b> 910-673-4771 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Accelerated Technology Laboratories, Inc 496 Holly Grove School Road West End, NC 27376				<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>NAIC #</b>	
		<b>INSURER A:</b> Hartford Underwriters Ins. Co		30104	
		<b>INSURER B:</b> Hartford Casualty Insurance Co		29424	
		<b>INSURER C:</b> Hartford Ins Co of the Midwest		37478	
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O 2,000,000. GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		22SBABP8563	01/24/2019	01/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			22UECZI9082	01/24/2019	01/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			22SBABP8563	01/24/2019	01/24/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		22WBCLH4068	10/05/2019	10/05/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Boynton Beach is added as additional insured for General Liability per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

CITYOB1  City of Boynton Beach 124 East Woolbright Road Boynton Beach, FL 33435	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 Tyler Horney <i>Joanne R. Anderson</i>



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 10/15

85-8012621544C-0	07/31/2017	07/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF BOYNTON BEACH  
100 E BOYNTON BEACH BLVD  
BOYNTON BEACH FL 33435-3838

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R20-002** - Approve and authorize the City Manager to sign the Developer's Agreement with Mr. Robert Peterson of 815 Palmer Road for the construction of water and wastewater improvements within the right-of-way of Palmer Road.

---

**EXPLANATION OF REQUEST:**

Palmer Road is located east of Federal Highway adjacent to the Intracoastal Waterway outside of the City limits in unincorporated Palm Beach County. The City currently has a utility easement and an existing water main on Bamboo Lane; however there are no existing water or sewer utilities on Palmer Road. The lack of infrastructure makes property improvements difficult for the construction of new homes and additions.

Staff requests approval of a Developer's Agreement with Mr. Robert Peterson of 815 Palmer Road. Mr. Peterson's licensed underground contractor will install water main and low-pressure wastewater collection system improvements within the right-of-way of Palmer Road in accordance with the project drawings provided by Utilities staff. Upon completion of construction, the water and wastewater systems will be dedicated to the City. Mr. Peterson's property and the adjacent properties that connect will be provided with a water meter and grinder pump wastewater connection at the right-of-way line, which will be the Utilities' point of service and limit of responsibility for future operation and maintenance.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** The residents of Palmer Road will receive an improved level of service and improved reliability and quality of service by connecting to City water and sewer. The properties will abandon their existing septic tanks as part of the project, which provides an additional environmental benefit.

**FISCAL IMPACT:** Budgeted

There is no fiscal impact to the City for the execution of the Developer's Agreement. Reimbursement of the construction costs will be made by the City when Mr. Peterson and the adjacent properties connect to the water and sewer utilities. Each property owner will enter into a new water service agreement with the City and pay the applicable capital facility charges and connection fees. Funding for the reimbursement is available in the Utilities CIP account.

**ALTERNATIVES:** Not approve the Developer's Agreement.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?**

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution approving Developers Agreement with Robert Peterson for Palmer Road
<input type="checkbox"/> Agreement	Palm Road Developer Agreement
<input type="checkbox"/> Drawings	Project Drawings

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**WHEREAS**, Palmer Road is located east of Federal Highway adjacent to the Intracoastal Waterway outside of the City limits in unincorporated Palm Beach County; and

**WHEREAS**, the lack of infrastructure makes property improvements difficult for the construction of new homes and additions; and

**WHEREAS**, the residents of Palmer Road will receive an improved level of service and improved reliability and quality of service by connecting to City water and sewer; and

**WHEREAS**, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the City Manager to sign a Developer's Agreement with Robert Peterson of 815 Palmer Road for the construction of water and wastewater improvements within the right-of-way of Palmer Road.

**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 does hereby approve and authorize the City

29 Manager to sign a Developer's Agreement with Robert Peterson of 815 Palmer Road for the  
30 construction of water and wastewater improvements within the right-of-way of Palmer Road,  
31 a copy of which is attached hereto as Exhibit "A".

32 **Section 4.** This Resolution shall become effective immediately upon passage.

33

34 **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

35

36 CITY OF BOYNTON BEACH, FLORIDA

37 YES NO

38

39 Mayor – Steven B. Grant \_\_\_\_\_

40

41 Vice Mayor – Justin Katz \_\_\_\_\_

42

43 Commissioner – Mack McCray \_\_\_\_\_

44

45 Commissioner – Christina L. Romelus \_\_\_\_\_

46

47 Commissioner – Ty Penserga \_\_\_\_\_

48

49 VOTE \_\_\_\_\_

50 ATTEST:

51

52

53 \_\_\_\_\_

54 Crystal Gibson, MMC

55 City Clerk

56

57

58 (Corporate Seal)

## **DEVELOPER'S AGREEMENT**

**THIS DEVELOPER'S AGREEMENT** (the "**Agreement**") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF BOYNTON BEACH, a Florida municipal corporation (the "**City**") whose address is 3301 Quantum Boulevard, Boynton Beach, Florida 33426 and ROBERT PETERSON ("**Owner**") whose address is 815 Palmer Road, Delray Beach, Florida 33483.

### **RECITALS:**

- A.** Mr. Robert Peterson is the owner of that certain real property (815 Palmer Road), as shown on the project plans; and
- B.** Owner intends to install water main and low-pressure wastewater collection system improvements within the right-of-way of Palmer Road.
- C.** Owner intends to connect his private onsite low pressure pumping station, which is located outside the City jurisdictional limits, to the newly installed collection system
- D.** The City and Owner desire to set forth the following special terms and conditions with respect to the development of the Project as provided for herein.

**NOW, THEREFORE**, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

**1. Recitals.** The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

**2. Authority.** This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

**3. Obligations and Commitments.**

(a) Construction of Water and Wastewater Improvements. Owner and the City agree to the following:

(b) Owner shall construct water main and low-pressure wastewater collection system improvements along Palmer Road as shown on the project plans to conform to City standards.

(c) Upon completion of construction the Owner will dedicate the newly constructed water and wastewater systems to the City. The City, conditioned on the City's inspection and acceptance of the water and wastewater systems (including the backflow preventer



referenced in subsection (d) below) and the City's determination that the construction conforms to City standards, will accept the dedication.

(d) The City will assume maintenance and operation responsibility of the water distribution system within the existing Palmer Road right of way up to and including the water meter, which is the City's point of connection and limit of responsibility. If the property has a boat dock, the Owner shall install a reduced pressure zone (RPZ) backflow preventer on the private side of the water meter and submit the passing test report to the City. Proper maintenance of the backflow preventer will remain the responsibility of the Owner and the Owner, on request from the City, shall have the preventer tested and the test results submitted to the City. If the test results are negative (fail to conform to City standards), the Owner shall repair or replace the preventer within ten (10) calendar days from the date of the failed report and submit proof thereof to the City.

(e) The City will assume maintenance and operation responsibility of the wastewater system within the existing Palmer Road right of way up to and including the 2" grinder station point of connection, which is the City's limit of responsibility.

(f) Reimbursement. The cost share for each property on Palmer Road will be calculated as the total construction cost divided by the number of properties. As the adjacent property owners connect to the City's water and wastewater systems, the City will reimburse the Owner for the corresponding property's share of the construction cost.

(g) Prior to connection of Owner's water meter and proposed onsite low pressure pumping station, Owner will submit design plans to the City for approval. Owner will enter into a new water service agreement with the City and pay the capital facility charges and connection fees.

**4. Time Period.** This Agreement shall remain in effect for a period of three (3) years from the date hereof. Any provision of this Agreement that imposes a maintenance obligation for Owner and its successors after expiration of this Agreement shall survive the expiration of this Agreement.

**5. Binding Effect and Successors.** This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. In the event of the assignment of this Agreement, or the conveyance or transfer of the Subject Property, or any part thereof, the Owner shall be and remain liable for performance of the obligations under this Agreement until such time as a written release is obtained from the City, in the City's sole discretion; provided, however, in the event all obligations under this Agreement have been completed, no such release shall be required. The rights granted to Owner under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

**6. Validity.** If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.

**7. Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and the Owner at the addresses first appearing above, or at such other addresses designated in writing by the party to receive notice.

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

**8. Attorney's Fees.** In any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own respective attorneys' fees and costs.

**9. Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect between or among the parties related to the subject matter hereof.

**10. Interpretation.** None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

**11. Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the Project shall be in compliance with all applicable federal, state, county and municipal laws and ordinances, rules and regulations (including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, building permit, grading, storm water drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Code of Ordinances and subject to any conditions of approval thereof. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of Owner's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

**12. Authority.** Each party represents and warrants to the other parties that it has all necessary power and authority to enter into and consummate the terms and conditions of this

Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns.

**13. Effective Date.** This Agreement shall become effective upon execution by all parties (the "**Effective Date**").

**14. Amendment.** This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and the Owner.

**15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Palm Beach County, Florida.

**16. Recording.** Within fourteen (14) days after the execution of this Agreement by the parties, the City shall record this Agreement with the cost thereof to be borne by the Owner.

**17. Indemnification.** Owner agrees to defend, indemnify, and hold the City and the City's its officers, employees, and agents harmless from and against any and all damages, liabilities, claims, actions, penalties, damages, settlements, judgments, costs and expenses, including court costs, reasonable attorney's fees, and paralegal expenses, at both the trial and appellate levels arising directly out of Owner's construction and/or installation of the Water and Wastewater Improvements (collectively the "Improvements") including, without limitation, losses arising directly out of or resulting from personal injury, death, damage to property, defects in materials or workmanship, or a claim that the construction and/or installation of the Improvements violates any applicable statute, ordinance, administrative order, rule or regulation or decree of any court. The provisions of this section shall survive the completion and acceptance of the Improvements by the City.

**18. Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

**19. No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**20. Informed Execution.** This Agreement is entered into voluntarily by the Owner without duress and after full review, evaluation and consideration by the Owner. Owner is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

**21. Time is of the Essence.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

**22. Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

**23. Independent Parties.** City and Owner are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize the Owner to represent or bind the City to matters not expressly authorized or provided in this Agreement.

[SIGNATURE PAGES FOLLOW]

**CITY:**

**CITY OF BOYNTON BEACH**

**ATTEST:**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM AND LEGALITY  
For the uses and reliance of the City of Boynton  
Beach, Florida only

By: \_\_\_\_\_  
Name:  
Title:  
Dated:



**OWNER:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Robert Peterson

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

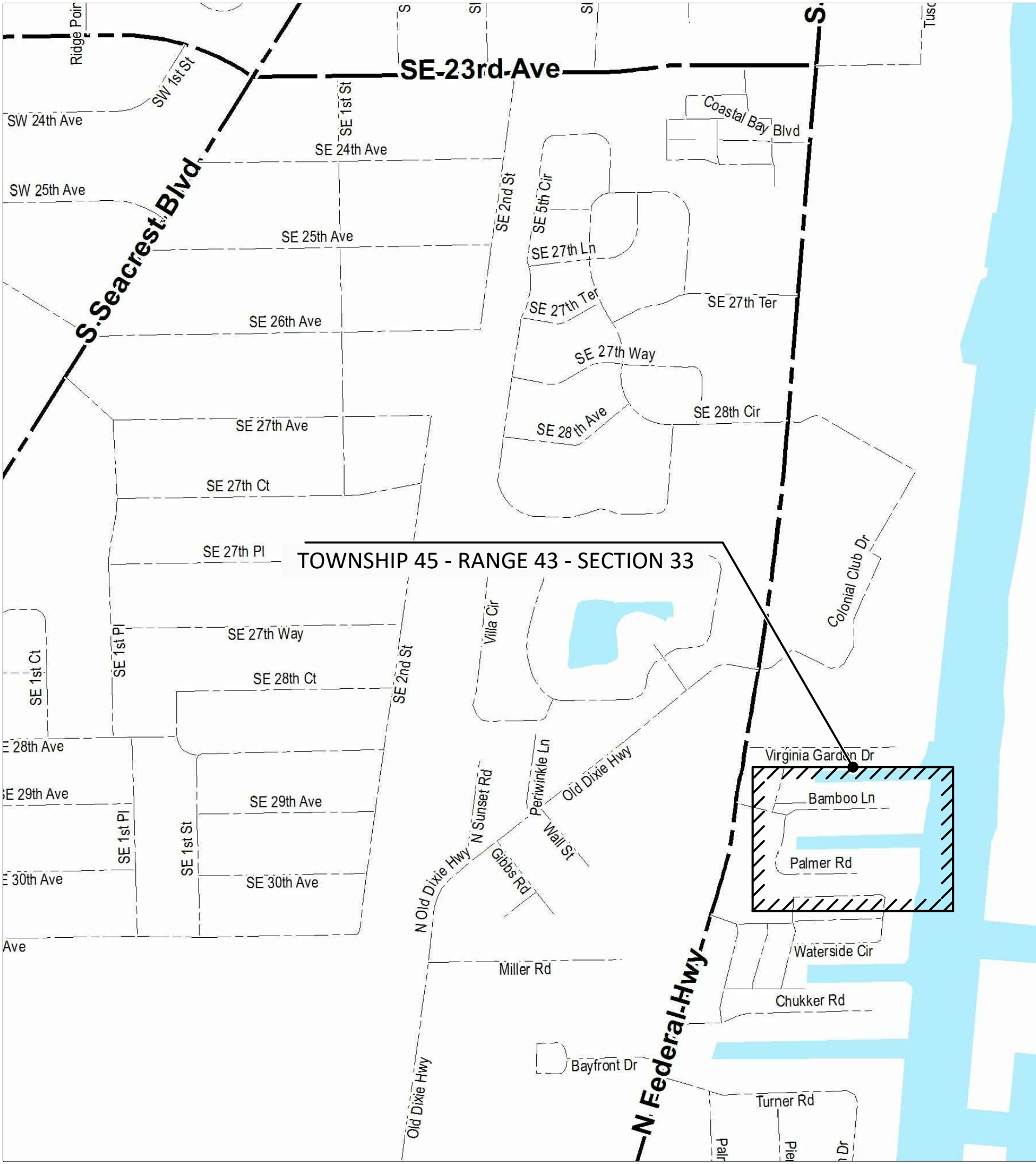
The foregoing instrument was executed, sworn to and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_, 20\_\_\_\_, by Robert Peterson as Owner of \_\_\_\_\_. He (check one) ☐ is personally known to me, or ☐ has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**EXHIBIT A**  
**PROJECT DRAWINGS**

# BOYNTON BEACH UTILITIES

## PALMER ROAD AND BAMBOO LANE WATER AND SEWER IMPROVEMENTS



LOCATION MAP

NOT TO SCALE

DRAWING SHEET LIST	
SHEET 1:	COVER SHEET
SHEET 2:	GENERAL NOTES
SHEET 3:	PLAN VIEW
SHEET 4:	DETAILS
SHEET 5:	DETAILS
SHEET 6:	DETAILS
SHEET 7:	DETAILS

DATE:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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GENERAL NOTES

1.

CONTRACTOR TO ACQUIRE STAGING AREA(S) AS REQUIRED. COORDINATE WITH THE CITY OF BOYNTON BEACH PROJECT MANAGER OR PRIVATE LAND-OWNERS. THE CONTRACTOR SHALL VERIFY THE OWNERSHIP OF THE LAND TO BE USED AS THE STAGING AREA. THE LAND-OWNER SHALL BE COMPENSATED FOR SUCH USE OF THE LAND AS DIRECTED AND APPROVED BY THE CITY.
2.

SURVEY INFORMATION TAKEN FROM EXISTING RECORD DRAWINGS PROVIDED BY THE CITY OF BOYNTON BEACH AND ADDITIONAL FIELD SURVEY. PIPE SIZES (OUTSIDE AND INSIDE DIAMETERS) SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOT ALL EXISTING PIPE WAS ACCESSIBLE FOR VERIFICATION AND ASSUMPTIONS WERE MADE.
3.

NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW-OFF STRUCTURE WITHOUT FIRST OBTAINING PERMISSION AND A CONSTRUCTION METER FROM THE CITY OF BOYNTON BEACH.
4.

SEWER AND WATER SERVICE SHALL BE MAINTAINED DURING ENTIRE CONSTRUCTION PERIOD OR TEMPORARY FACILITIES PROVIDED. DAMAGED SERVICES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE IN ACCORDANCE WITH THE CITY OF BOYNTON BEACH UTILITY MANUAL.
5.

THE CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING, MOVING AND RELOCATING OR REPLACING ALL WATER SERVICES OR SEWER LATERALS WHICH ARE ENCOUNTERED AND DAMAGED DURING EXCAVATION. THE CONTRACTOR SHALL SUBMIT A WRITTEN PLAN TO PREVENT WATER SERVICE AND WASTEWATER SERVICE DISRUPTION FOR APPROVAL 14 (FOURTEEN) WORKING/BUSINESS DAYS PRIOR TO THE ANTICIPATED SHUT DOWN. THE CONTRACTOR SHALL SUBMIT THE CITY OF BOYNTON BEACH STANDARD SHUT DOWN FORM AND NOTIFY THE PROPERTY OWNERS 48 HOURS IN ADVANCE OF ANY WORK ON THEIRS SERVICES. THIS WORK SHALL BE CONSIDERED INCIDENTAL.
6.

IN GENERAL, EXISTING STRUCTURES AND UTILITIES ARE NOTED AS EXISTING AND/OR SHOWN IN LIGHT LINE WEIGHT. NEW CONSTRUCTION IS SHOWN IN HEAVY LINE WEIGHT.
7.

CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
8.

CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURB, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF THE CONSTRUCTION ACTIVITIES. THIS WORK SHALL BE CONSIDERED INCIDENTAL. ALL SIDEWALK REPAIRS AND RESTORATIONS SHALL BE CONSTRUCTED PER THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION LATEST EDITION.
9.

ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, PALM BEACH COUNTY HEALTH DEPARTMENT AND NATIONAL CODES WHERE APPLICABLE.
10.

ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
11.

ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE R/W WHERE THE PROJECT IS CONSTRUCTED.
12.

MAINTENANCE OF TRAFFIC (MOT) PLANS SHALL MEET THE REQUIREMENTS OF SECTION 102 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE REQUIREMENTS OF THE CITY OF BOYNTON BEACH ENGINEERING DEPARTMENT AS FURTHER DEFINED IN THE SPECIFICATIONS OF THESE CONTRACT DOCUMENTS.
13.

CONTRACTOR SHALL PREPARE AND SUBMIT M.O.T. PLANS TO CITY OF BOYNTON BEACH FOR REVIEW AND APPROVAL FOR WORK TO BE DONE WITHIN THE PUBLIC RIGHT-OF-WAYS.
14.

CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
15.

LOCATIONS OF EXISTING FACILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE APPROXIMATE AND ARE DRAWN FROM AVAILABLE RECORDS. THE CITY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN. THE CONTRACTOR SHALL LOCATE OR EXPOSE ALL UTILITIES WITHIN THE PROPOSED WORK AREAS AND AT CRITICAL LOCATIONS TO VERIFY UTILITY LOCATIONS AND PIPE LAYING SCHEDULES.
16.

CONTRACTOR SHALL OBTAIN THE SERVICES OF SUNSHINE STATE ONE CALL OF FLORIDA, INC. AS REQUIRED BY FLORIDA STATUTES (1-800-432-4770).
17.

ALL DELETERIOUS MATERIAL SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR AT HIS EXPENSE.
18.

IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S ENGINEER.
19.

CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES.
20.

ALL OPEN TRENCHES AND HOLES SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
21.

ALLOWABLE OPEN TRENCH AT END OF DAY SHALL NOT EXCEED 10 FEET AND SHALL BE PROPERLY COVERED WITH STEEL PLATE. TEMPORARY ASPHALT SHALL BE INSTALLED PRIOR TO END OF DAY ON ALL ROAD CROSSINGS. NO OVERNIGHT LANE CLOSURES WILL BE ALLOWED.
22.

CONTRACTOR SHALL PLACE ELECTRONIC TAPE MARKER (ETM) OVER ALL PIPING, VALVES AND FITTINGS.
23.

CONTRACTOR SHALL UTILIZE BEST CONSTRUCTION METHODS AND DEVICES AS INDICATED IN FDOT INDEX 100 THRU 105 WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE, LOCAL AND NPDES WATER QUALITY STANDARDS.

24.

CONTRACTOR IS RESPONSIBLE FOR NOTIFYING HOME OWNERS CONCERNING THE REMOVAL OF LANDSCAPING WITHIN THE RIGHT-OF-WAY OF THE ALIGNMENT OF THE PROPOSED SEWER, WATER MAIN AND ROADWAY WORK. THE CONTRACTOR SHALL BE ALLOWED TO REMOVE AND DISPOSE OF TREES IF GIVEN WRITTEN PERMISSION BY THE OWNER OF THE RESIDENTIAL PROPERTY.
25.

EXISTING TRAFFIC SIGNS TO BE RESET PER FDOT AND MUTCD STANDARDS. COST SHALL BE CONSIDERED INCIDENTAL.
26.

VALVE BOXES SHOWN ARE APPROXIMATE, CONTRACTOR SHALL ADJUST VALVE BOXES AS REQUIRED TO MEET FINAL GRADES IN AREAS OF PAVEMENT REPAIR/RESTORATION.
27.

CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO LOCATE, EXCAVATE AND PREPARE FOR CONNECTIONS TO THE EXISTING SYSTEMS ALL AS SHOWN ON THE DRAWINGS.
28.

STATIONS SHOWN ON THE DRAWINGS ARE STATIONS BASED ON THE ESTABLISHED BASELINE AND SHALL NOT BE CONSIDERED AS DISTANCES OR AS A MEASURE OF THE LINEAR FOOTAGE OF PIPE TO BE INSTALLED.
29.

PEDESTRIAN TRAFFIC WILL BE CONTINUOUSLY MAINTAINED DURING CONSTRUCTION.
30.

A VIDEO TAPE SHALL BE MADE OF THE ENTIRE CONSTRUCTION AREA. THE TAPE SHALL DOCUMENT THE CONDITIONS OF ALL ADJACENT PROPERTY, FENCES, DRIVEWAYS, IRRIGATION, MAIL BOXES AND OTHER SUCH FEATURES. PARTICULAR ATTENTION SHOULD BE PAID TO ITEMS BROKEN OR IN DISREPAIR PRIOR TO CONSTRUCTION, SUCH THAT THERE WILL BE FULL UNDERSTANDING OF THE REQUIREMENTS FOR RESTORATION AFTER CONSTRUCTION IS COMPLETED.
31.

ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED IN KIND. RE-ESTABLISH SWALES AS NECESSARY.
32.

IN AREAS OF UNDERGROUND UTILITIES CONTRACTOR SHALL HAND-DIG AS NECESSARY TO AVOID DAMAGING EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY DAMAGED UTILITIES AS A RESULT OF CONSTRUCTION ACTIVITIES (THIS IS A NON-PAY ITEM).
33.

CONTRACTOR SHALL REMOVE ALL POSTS, FENCES, CHAINS, CURBS AND WHEEL STOPS WITHIN THE PUBLIC RIGHT-OF-WAY OF THE PROJECT LIMITS. POSTS, FENCES AND CHAINS SHALL BE RELOCATED OUT OF PUBLIC RIGHT-OF-WAY AND RESTORED TO LIKE OR BETTER CONDITION.
34.

CONTRACTOR SHALL REMOVE ALL LANDSCAPE WITHIN THE RIGHT-OF-WAY THAT CONFLICTS WITH THE PROPOSED IMPROVEMENTS AND BE RELOCATED/REPLACED OUT OF THE PUBLIC RIGHT-OF-WAY.
35.

EXISTING WATER SERVICE LINES AND SANITARY SEWER LATERALS ARE SHOWN IN PLAN VIEW ONLY AND ARE APPROXIMATE LOCATIONS. CONTRACTOR SHALL LOCATE ALL WATER SERVICE LINES PRIOR TO DIGGING. CONTRACTOR SHALL REPAIR ANY WATER SERVICE LINES DAMAGED DURING CONSTRUCTION IMMEDIATELY (THIS IS A NON-PAY ITEM).
36.

PROJECT SITE SAFETY:

A.

THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOB SITE HEALTH OR SAFETY PRECAUTIONS.

B.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.

C.

ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.

EROSION CONTROL NOTES:

1.

CUT AND FILL SLOPES TO BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE EROSION. SILT FENCES TO BE USED WHERE NECESSARY.
2.

CONSTRUCTION VEHICLE ACCESS ROUTES SHALL BE SWEEPED CLEAN OF SEDIMENT, CONCRETE AND OTHER CONSTRUCTION MATERIALS AS NEEDED.
3.

ALL BERMS, DIKES AND SPOIL PILES SUBJECT TO EROSION MUST BE STABILIZED OR CONTAINED TO PREVENT EROSION AND RUN-OFF FROM THE PROJECT.
4.

ALL EXISTING STORM SEWER INLET GRATES TO BE COVERED WITH FILTER FABRIC DURING CONSTRUCTION.

LOCATION OF UTILITIES

1.

AT&T TELEPHONE, FLORIDA POWER AND LIGHT, CABLE TV, GAS, ETC. ARE TAKEN FROM FIELD INSPECTIONS AND SKETCHES PROVIDED BY UTILITIES AND ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS AND CONFIRM LOCATIONS OF UTILITIES NO LESS THAN 48 HOURS BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL ACCURATELY LOCATE AND UNCOVER ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION WHERE CROSSING OR PARALLELING OF EXISTING UTILITIES OCCUR. ANY DAMAGE RESULTING FROM THE CONTRACTORS OPERATION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. COSTS SHALL BE CONSIDERED INCIDENTAL TO THE WORK, NO SEPARATE PAYMENT.
2.

THE CONTRACTOR SHALL ACCURATELY LOCATE AND UNCOVER ALL EXIST. UTILITIES BEFORE BEGINNING CONSTRUCTION.
3.



ANY DAMAGE RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE. NOTIFY ENGINEER IF CONFLICTS ARE NOTED.
4.

CONTRACTOR SHALL EMPLOY AN UNDERGROUND UTILITY LOCATOR SUCH AS "NO CUTS" FOR THE LOCATION OF ALL UTILITIES WITHIN THE PROJECT LIMITS PRIOR TO THE START OF CONSTRUCTION.
5.

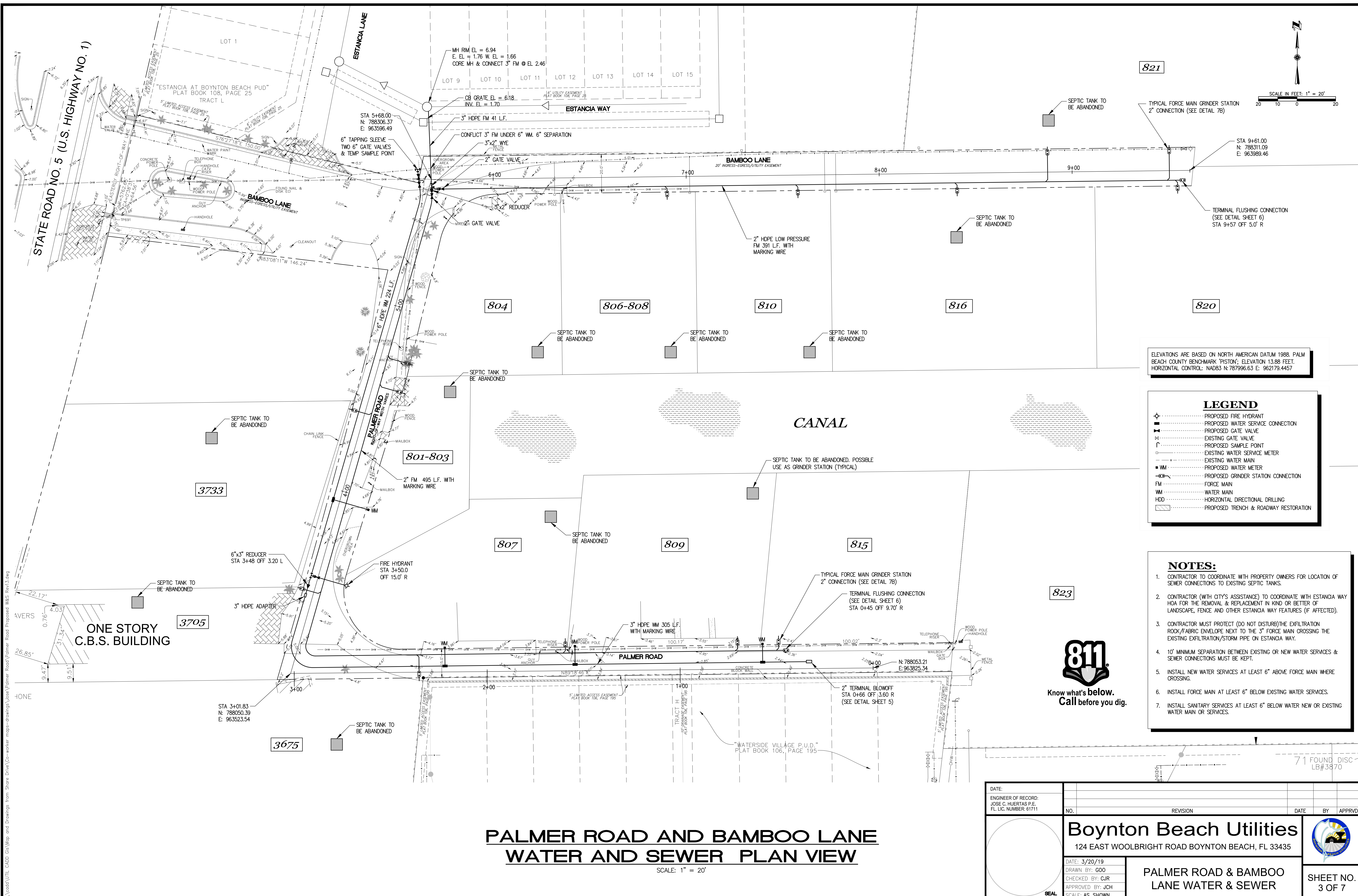
SHOULD CONFLICTS ARISE BETWEEN THE PROPOSED IMPROVEMENTS SHOWN AND THE LOCATION OF EXISTING UTILITIES, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR RESOLUTION PRIOR TO INSTALLATION.

UTILITY OWNERS AND CONTACTS			
SEWER AND WATER: ADDRESS:	BOYNTON BEACH UTILITIES 124 EAST WOOLBRIGHT ROAD BOYNTON BEACH, FL. 33435	CABLE: ADDRESS:	COMCAST CABLE 10435 IRONWOOD ROAD PALM BEACH GARDENS, FL 33410
		CONTACT: TELEPHONE:	STEVEN ROSA 561-454-5851
TELEPHONE:	AT&T 321 SE 2ND STREET DELRAY BEACH, FL 33483	FIBER CABLE: ADDRESS:	FPL FIBER NET 9250 W. FLAGLER STREET MIAMI, FL. 33174
CONTACT: TELEPHONE:	ERIC BROWN 561-988-6515	CONTACT: TELEPHONE:	DANNY HASKETT 305-552-2931
GAS: ADDRESS:	FLORIDA PUBLIC UTILITIES CO. 401 S. DIXIE HIGHWAY W. PALM BEACH, FL. 33401	ELECTRIC: ADDRESS:	FPL 6001 VILLAGE BOULEVARD WEST PALM BEACH, FL 33407
CONTACT: TELEPHONE:	DALE BUTCHER 561-838-1826	CONTACT: TELEPHONE:	MELISSA ROETTGER 561-640-2577

\\scad\Utility\_CADD\_Gis\Map and Drawings from Shore Drive\GIS-worker maps-drawings\Jose\Palmer Rosa\Palmer Road Proposed W&S Road1.dwg

DATE: ENGINEER OF RECORD: JOSE C. HUERTAS P.E. FL LIC. NUMBER: 61711							
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	<b>Boynton Beach Utilities</b> 124 EAST WOOLBRIGHT ROAD BOYNTON BEACH, FL 33435						
	DATE: 3/20/19		PALMER ROAD & BAMBOO LANE WATER & SEWER				
	DRAWN BY: GOO						
	CHECKED BY: CJR						
APPROVED BY: JCH					SHEET NO. 2 OF 7		
SCALE: AS SHOWN							









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BOYNTON BEACH
- UTILITIES  
ENGINEERING DIVISION



CITY OF  
BOYNTON BEACH

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ENGINEERING DIVISION



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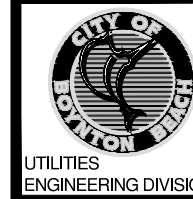
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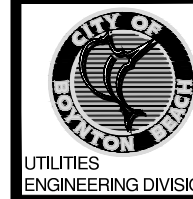


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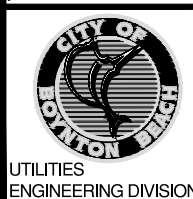
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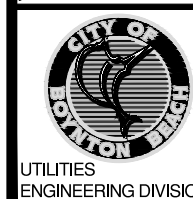
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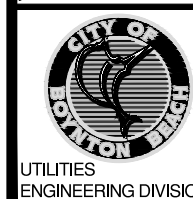
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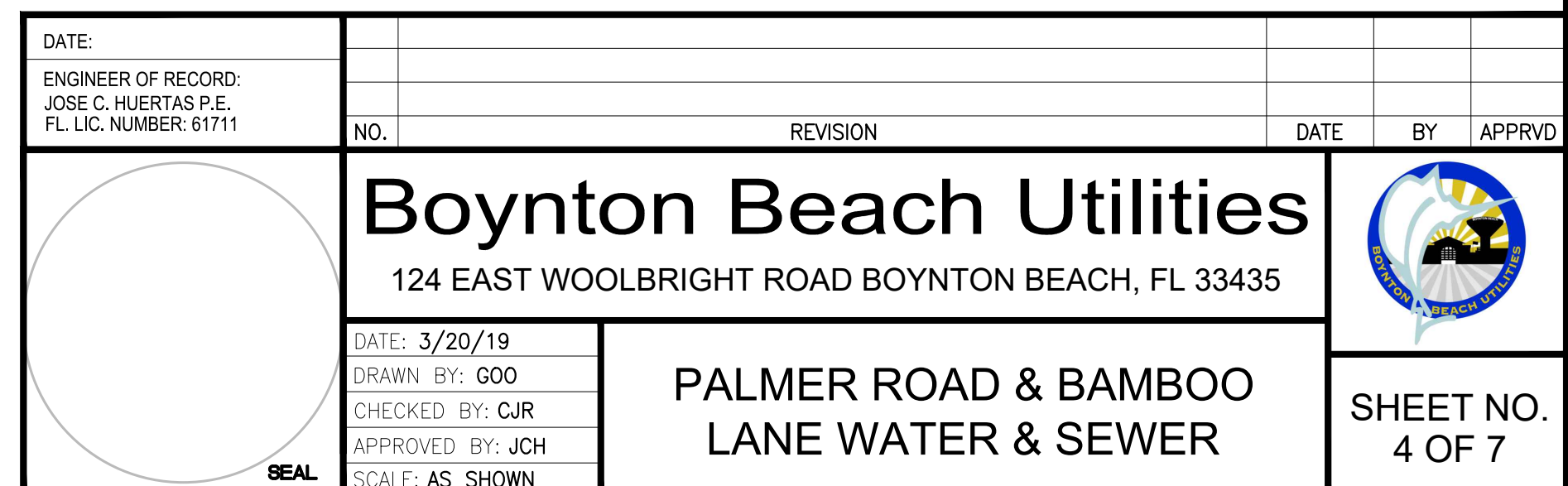
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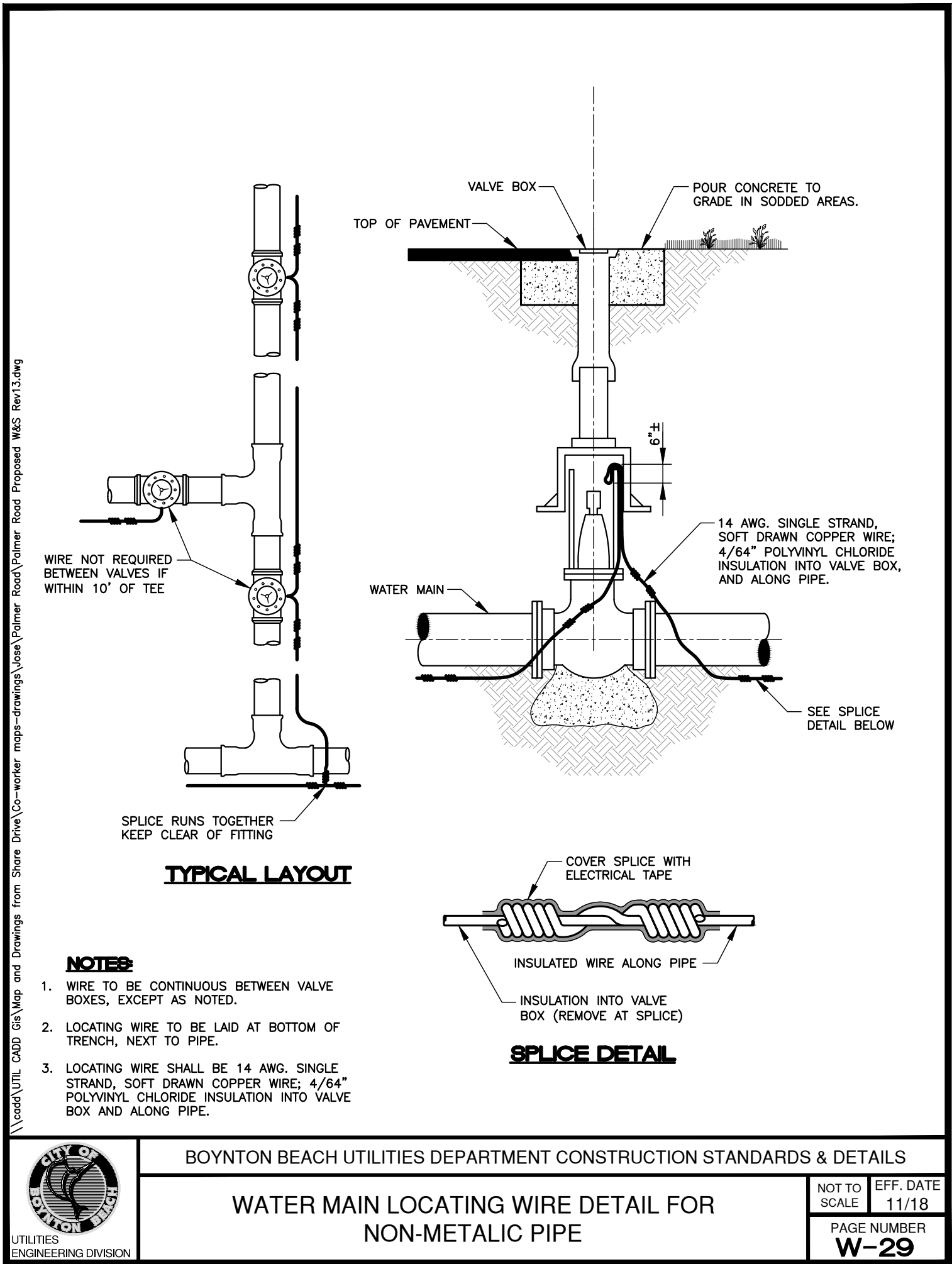
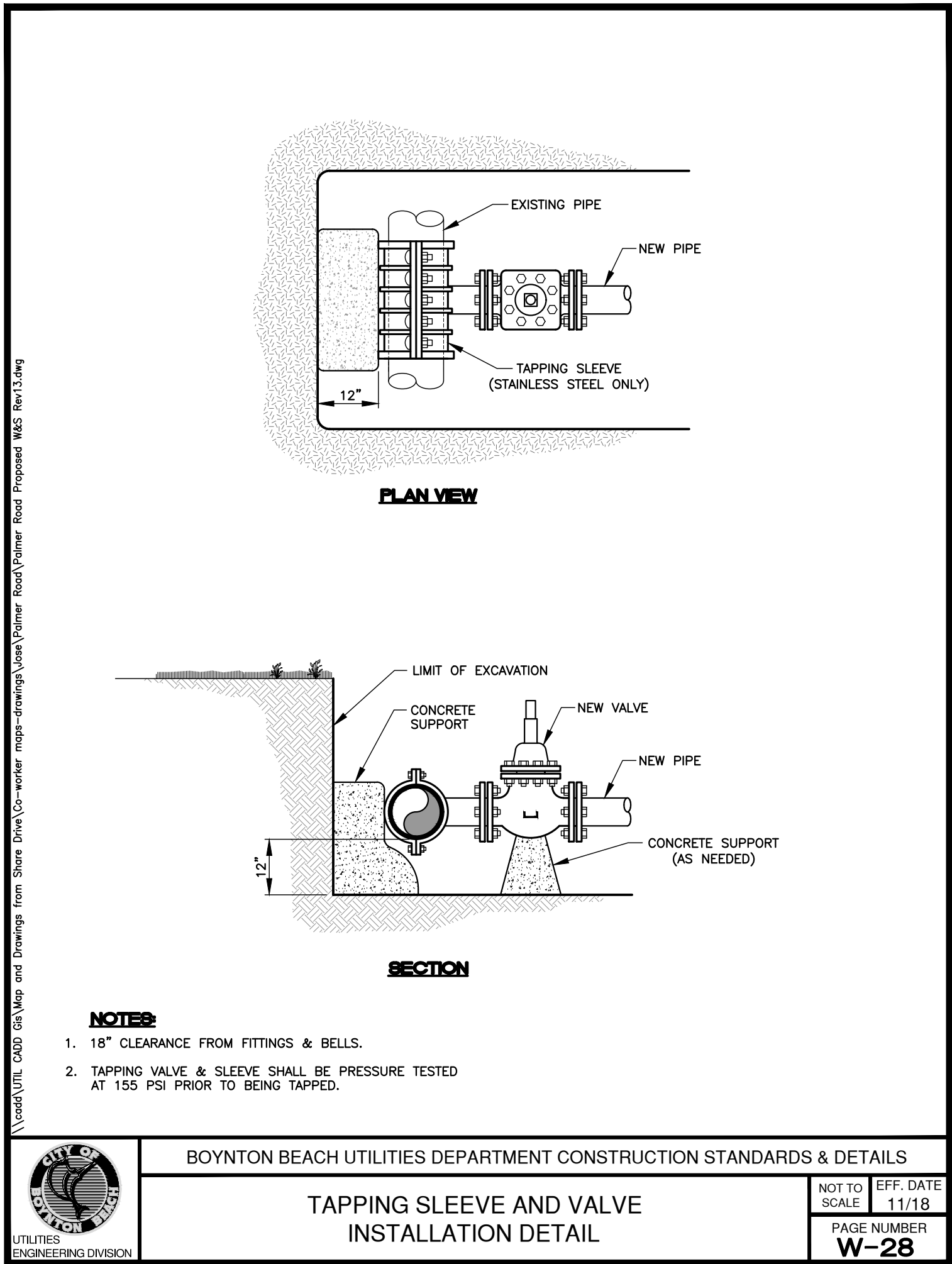
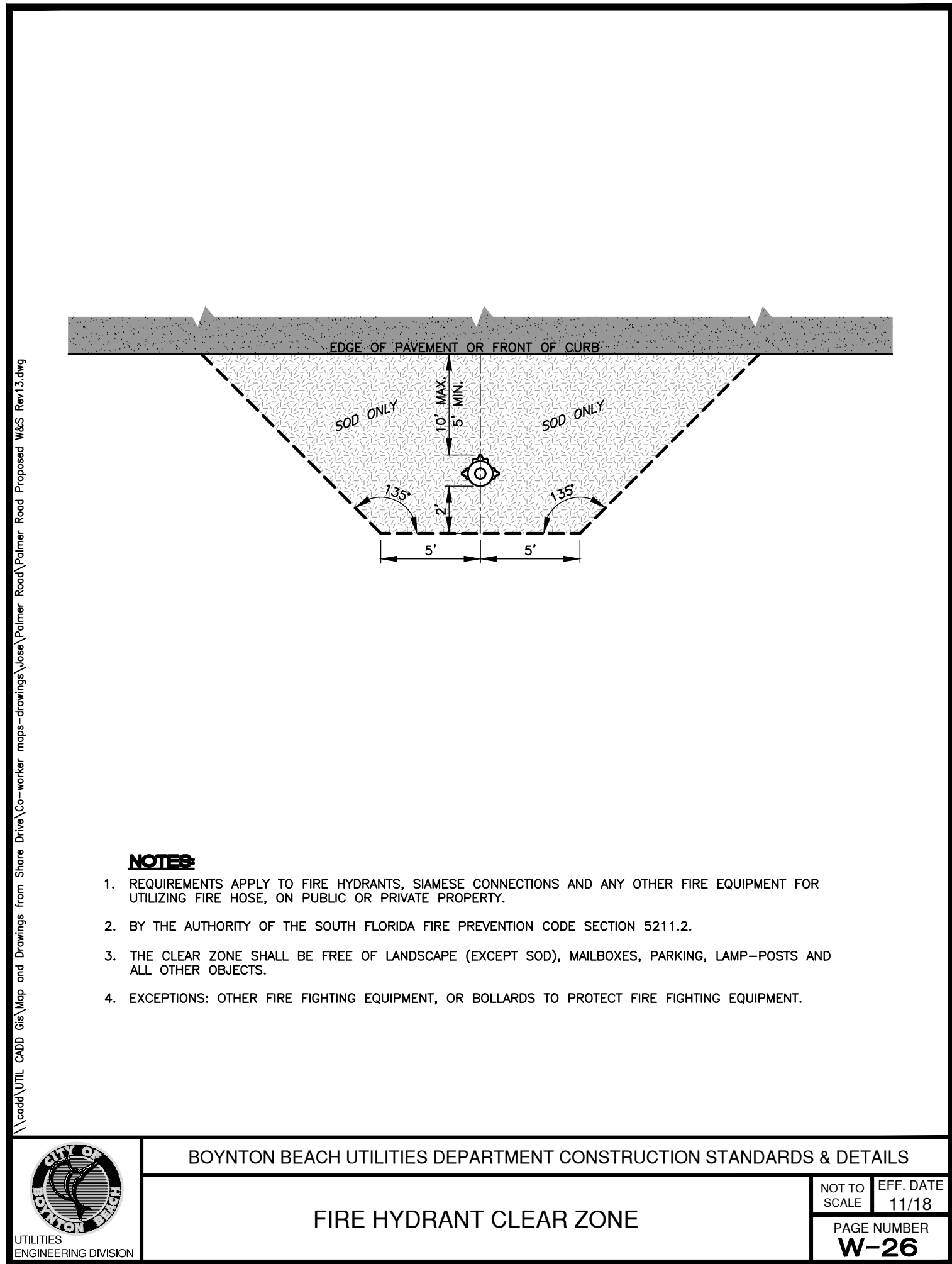
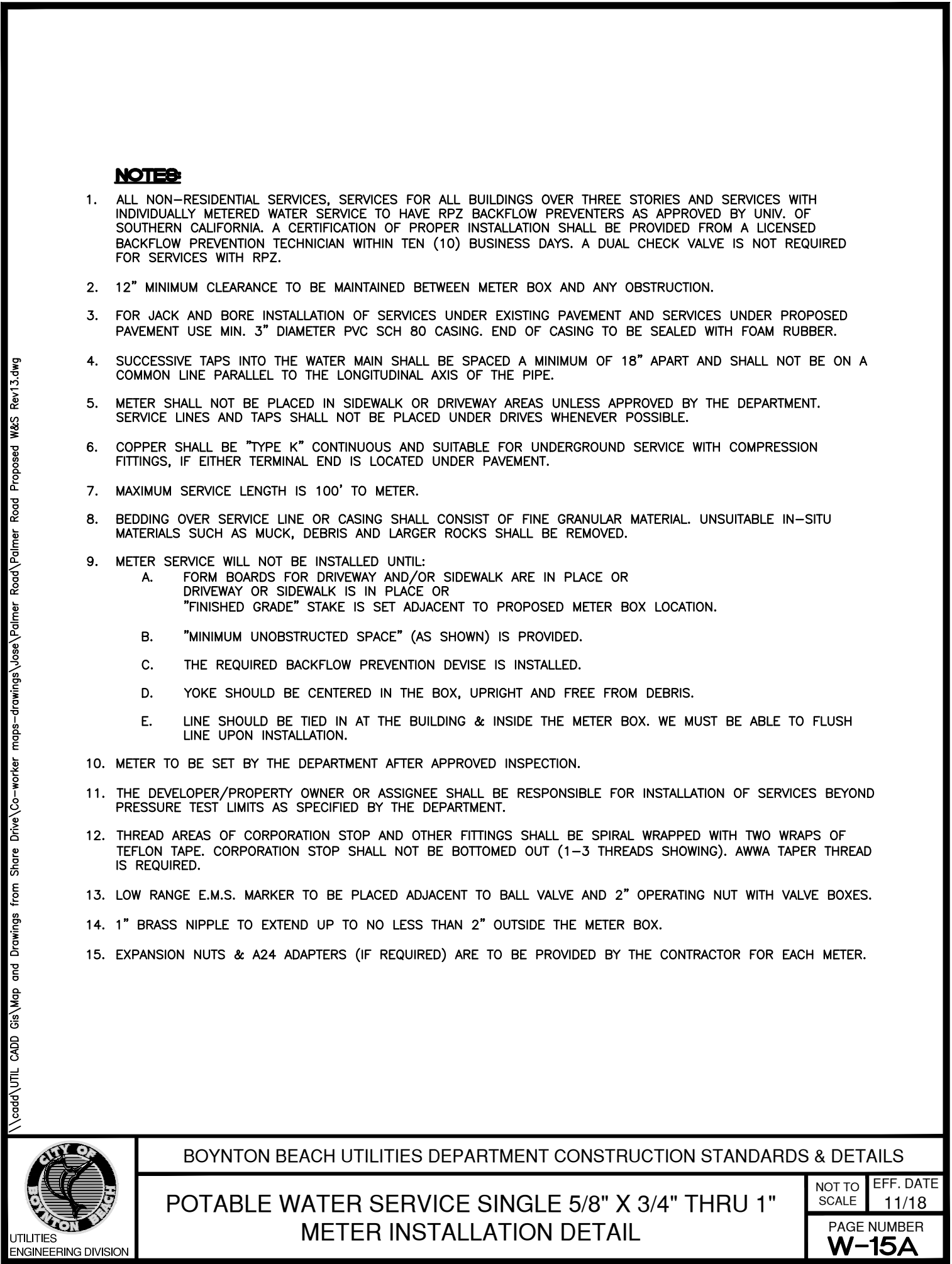
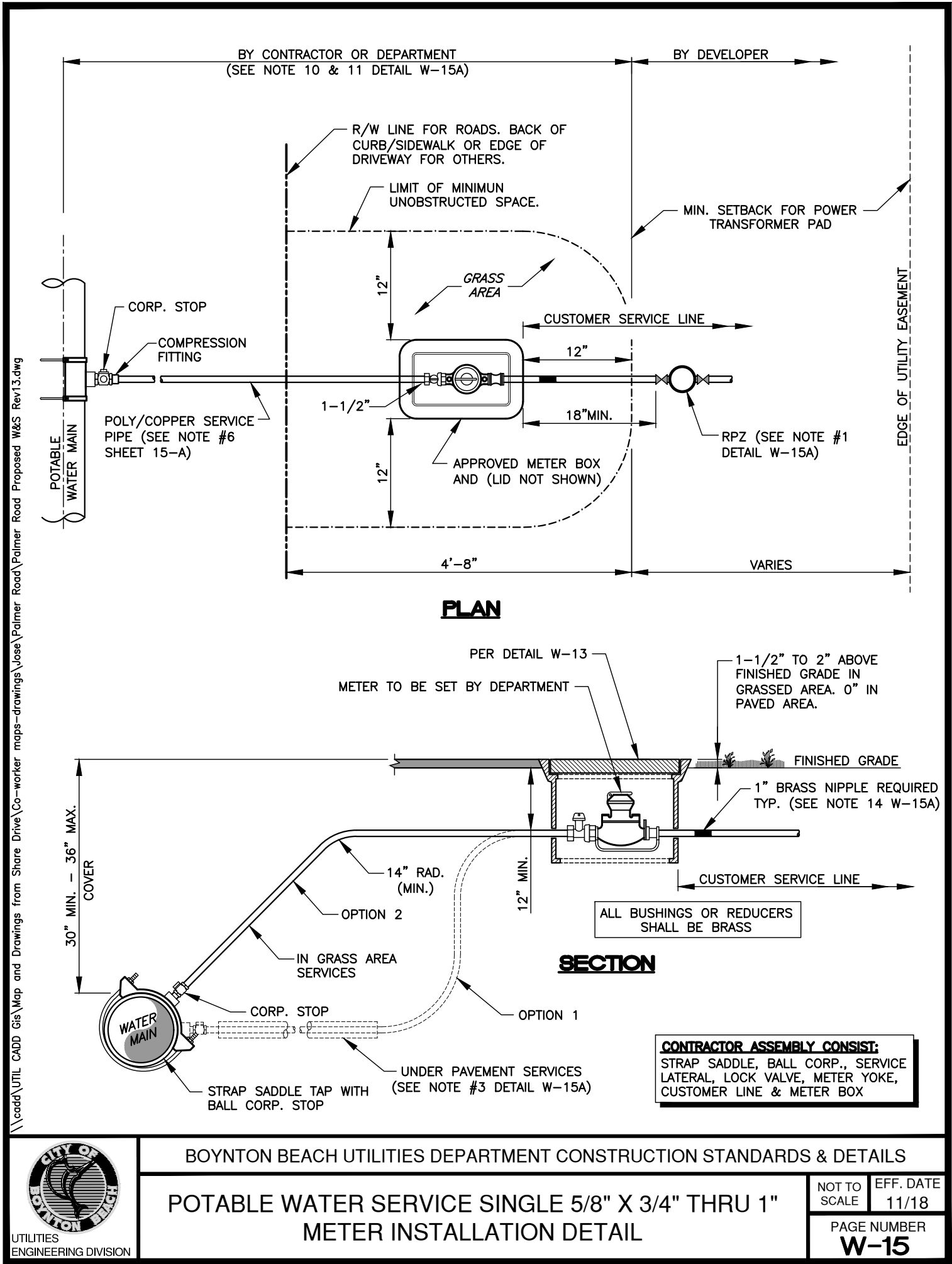
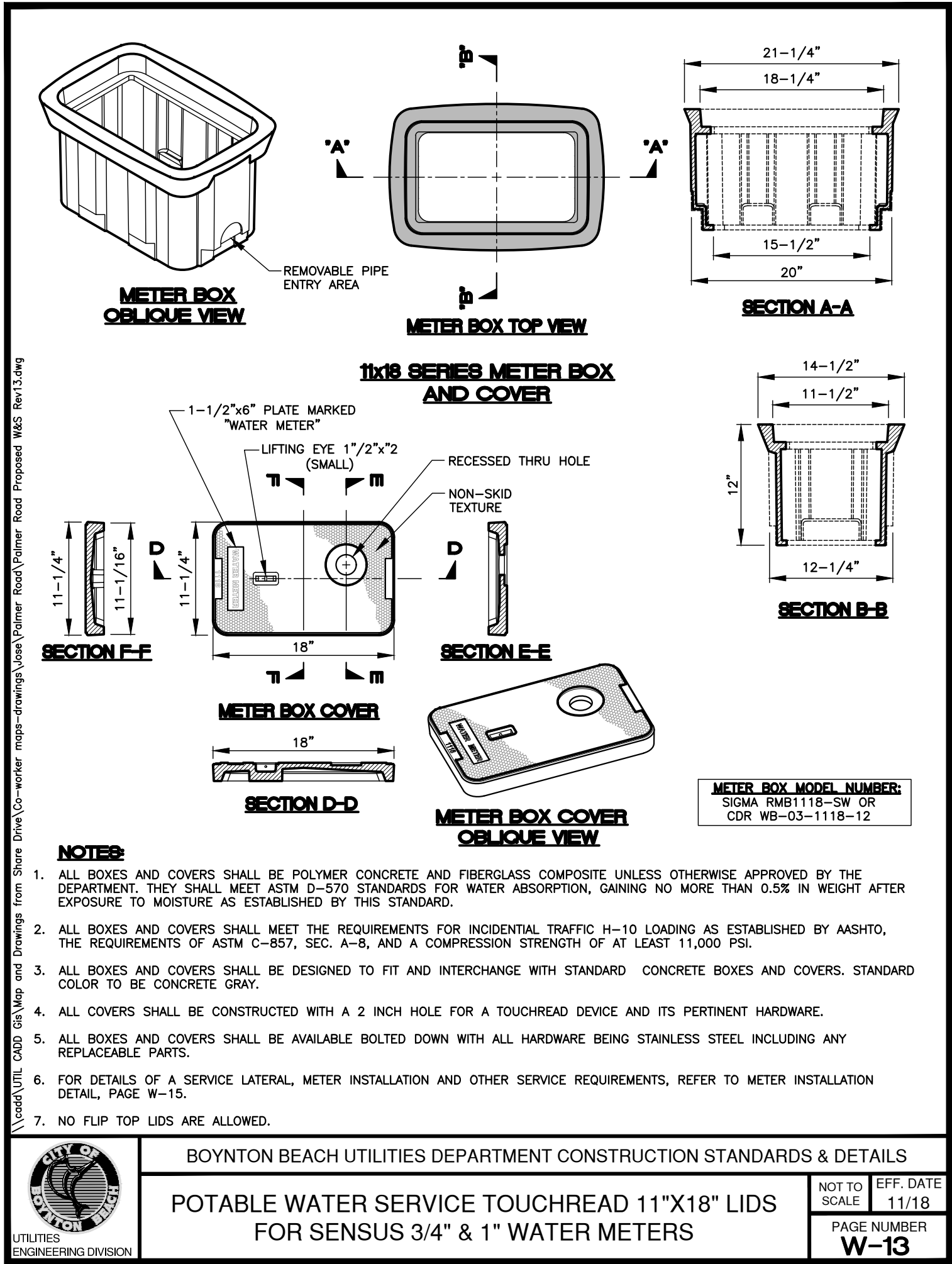
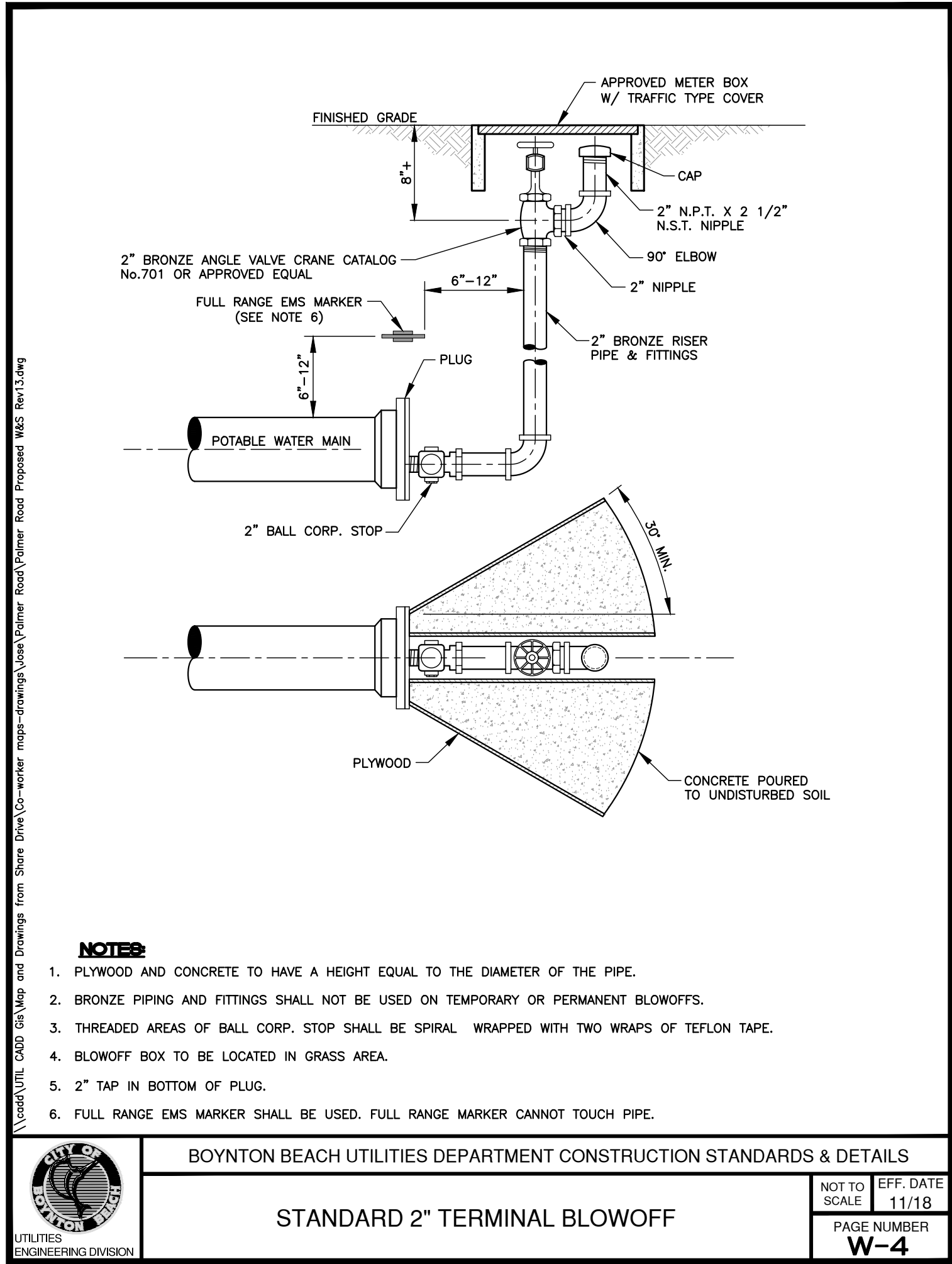
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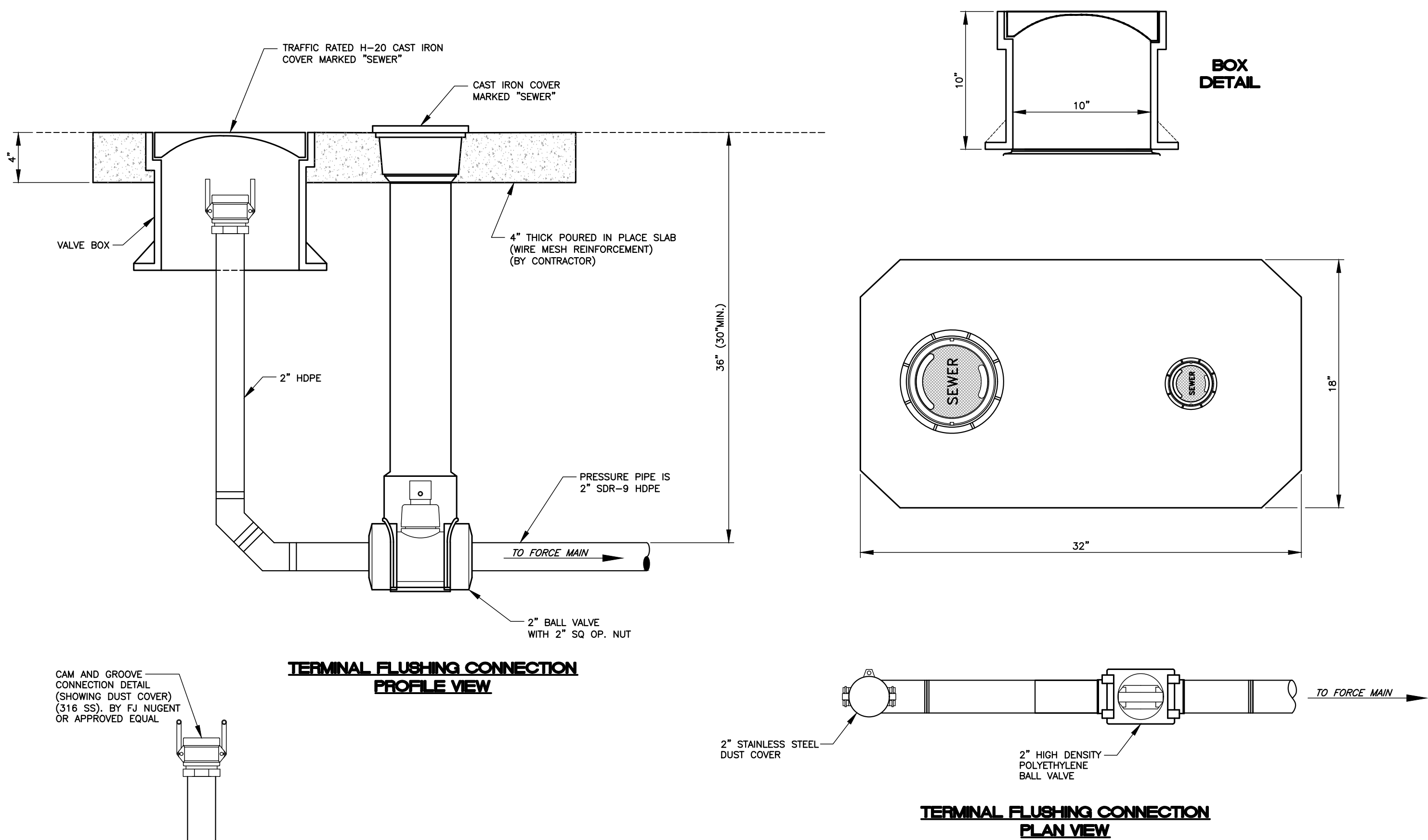
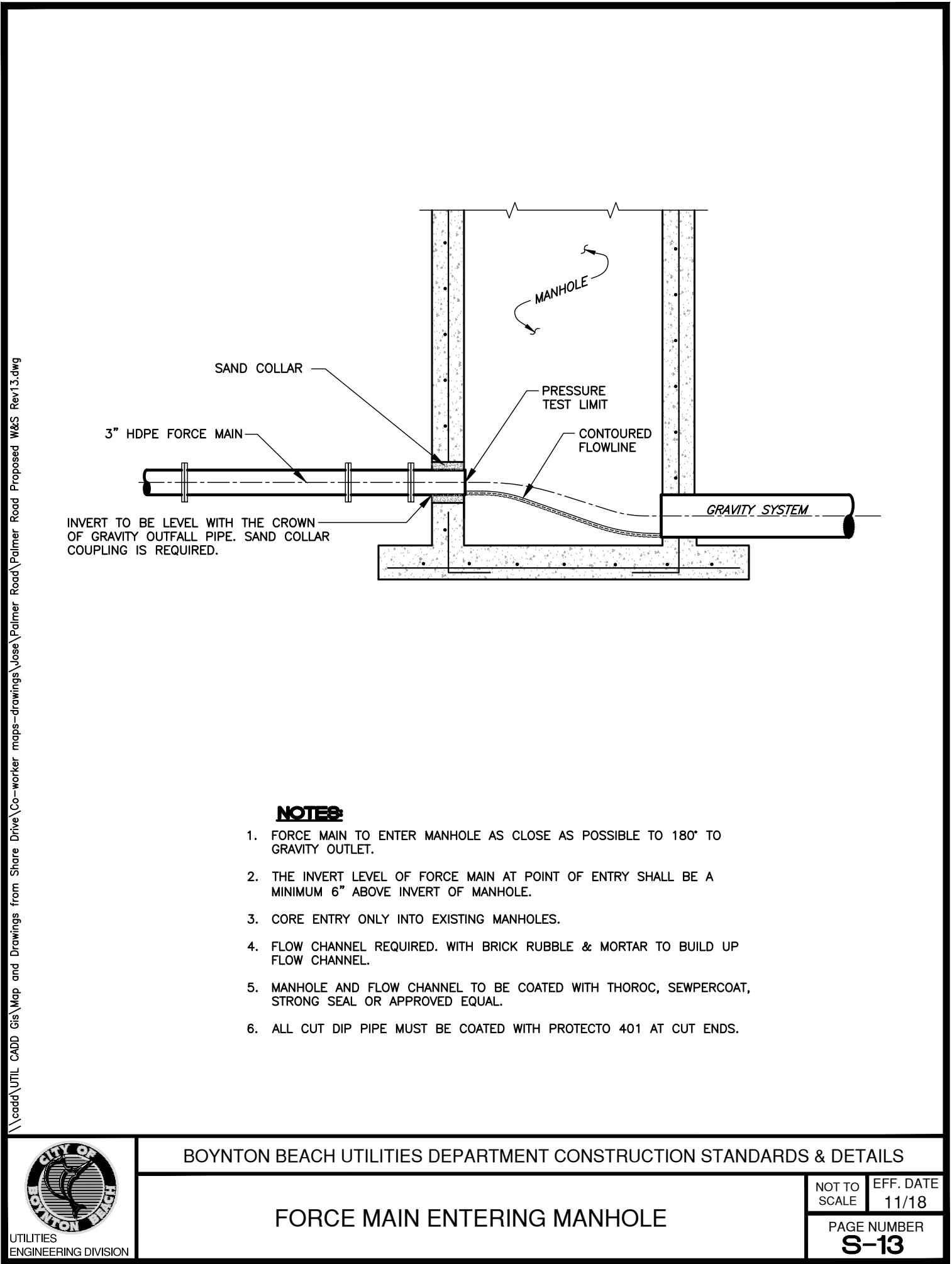
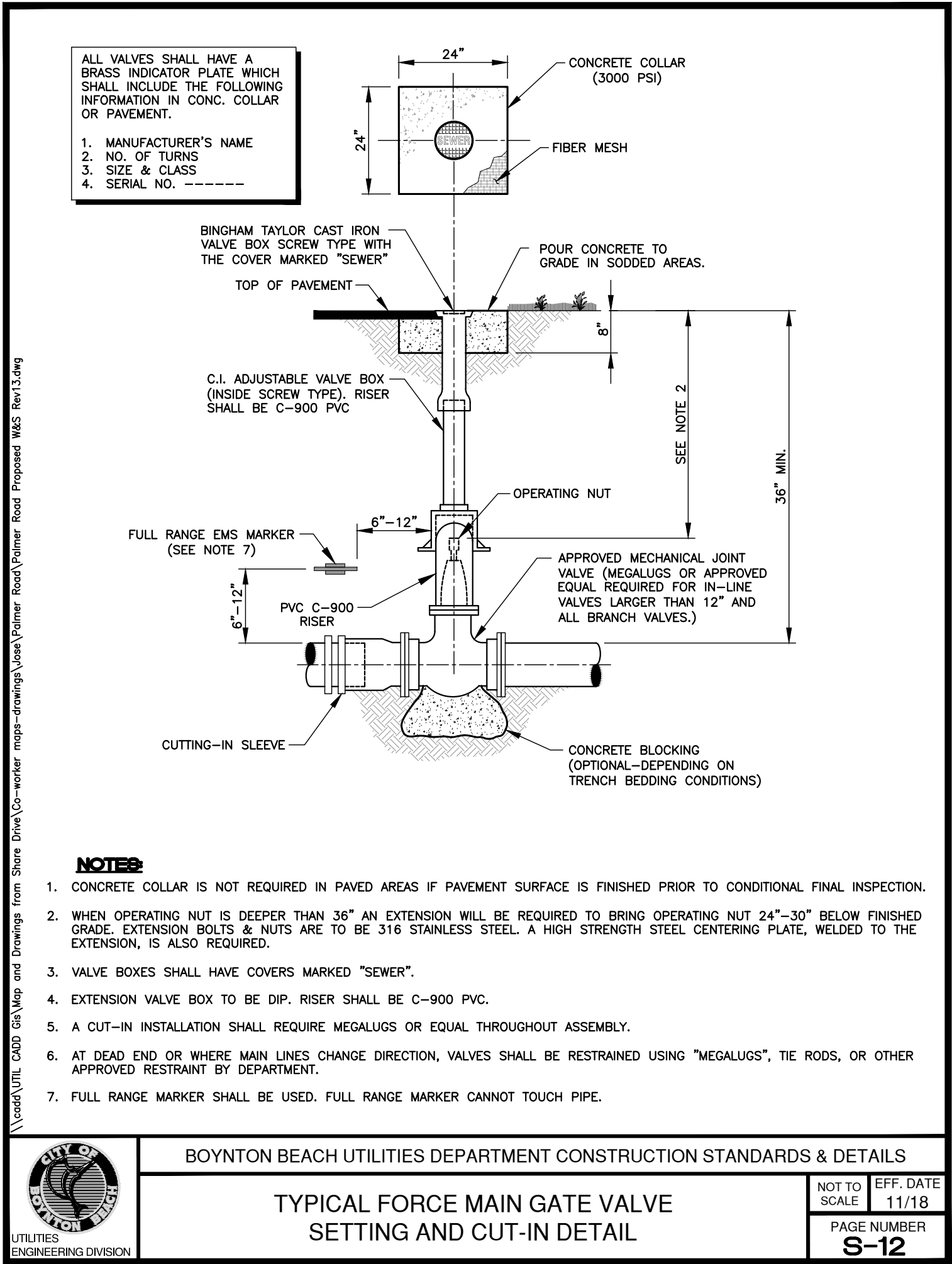
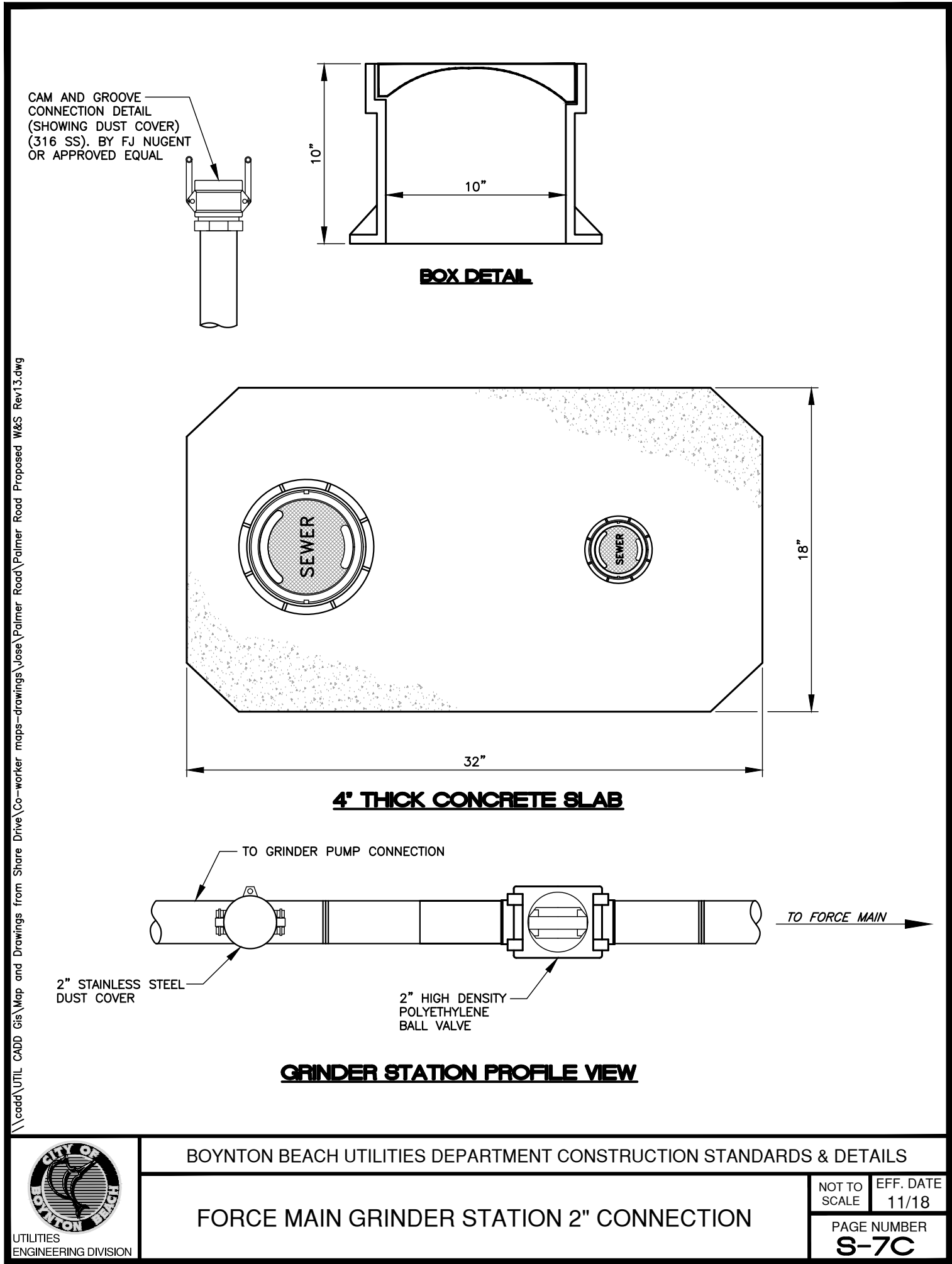
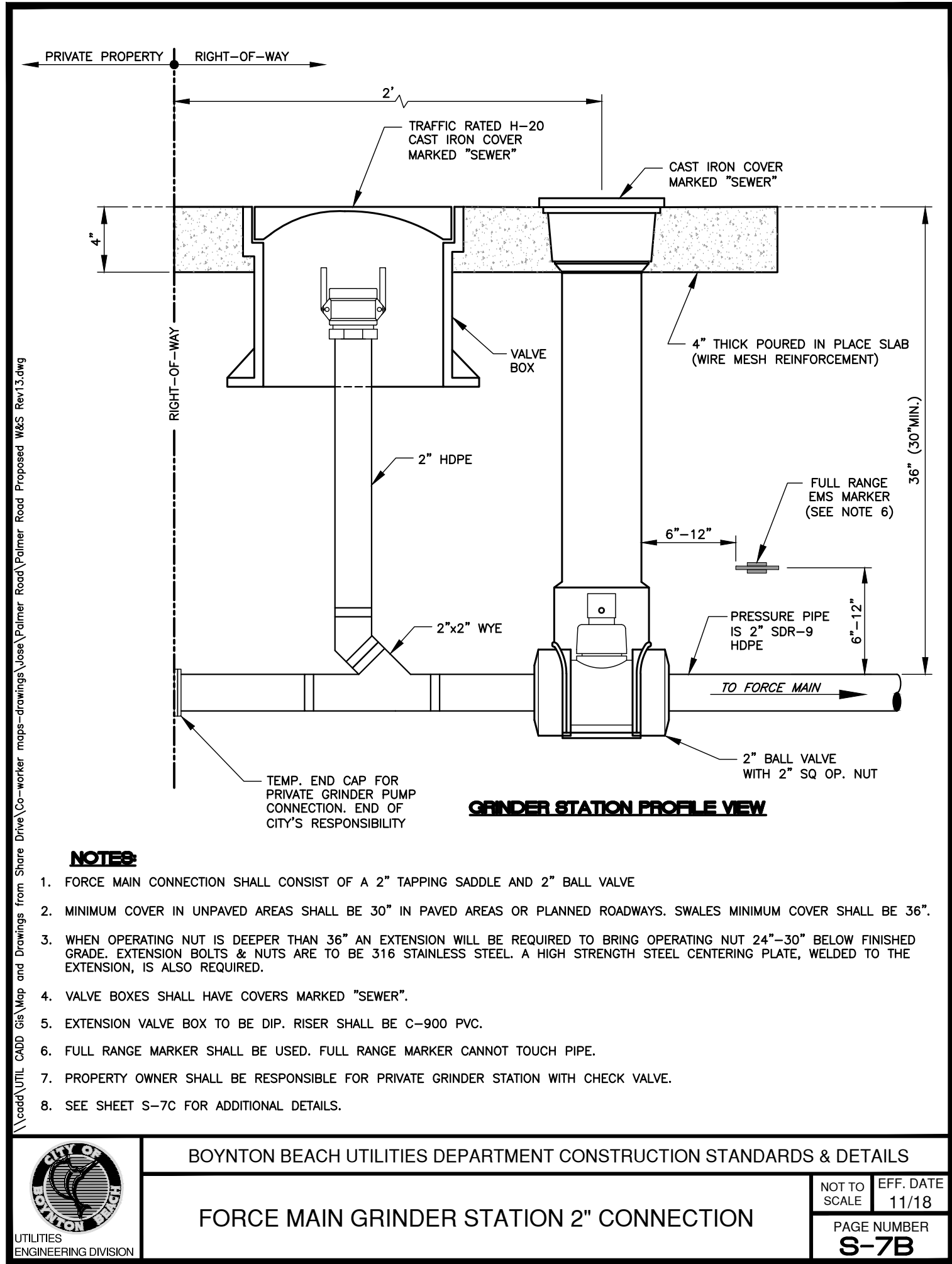






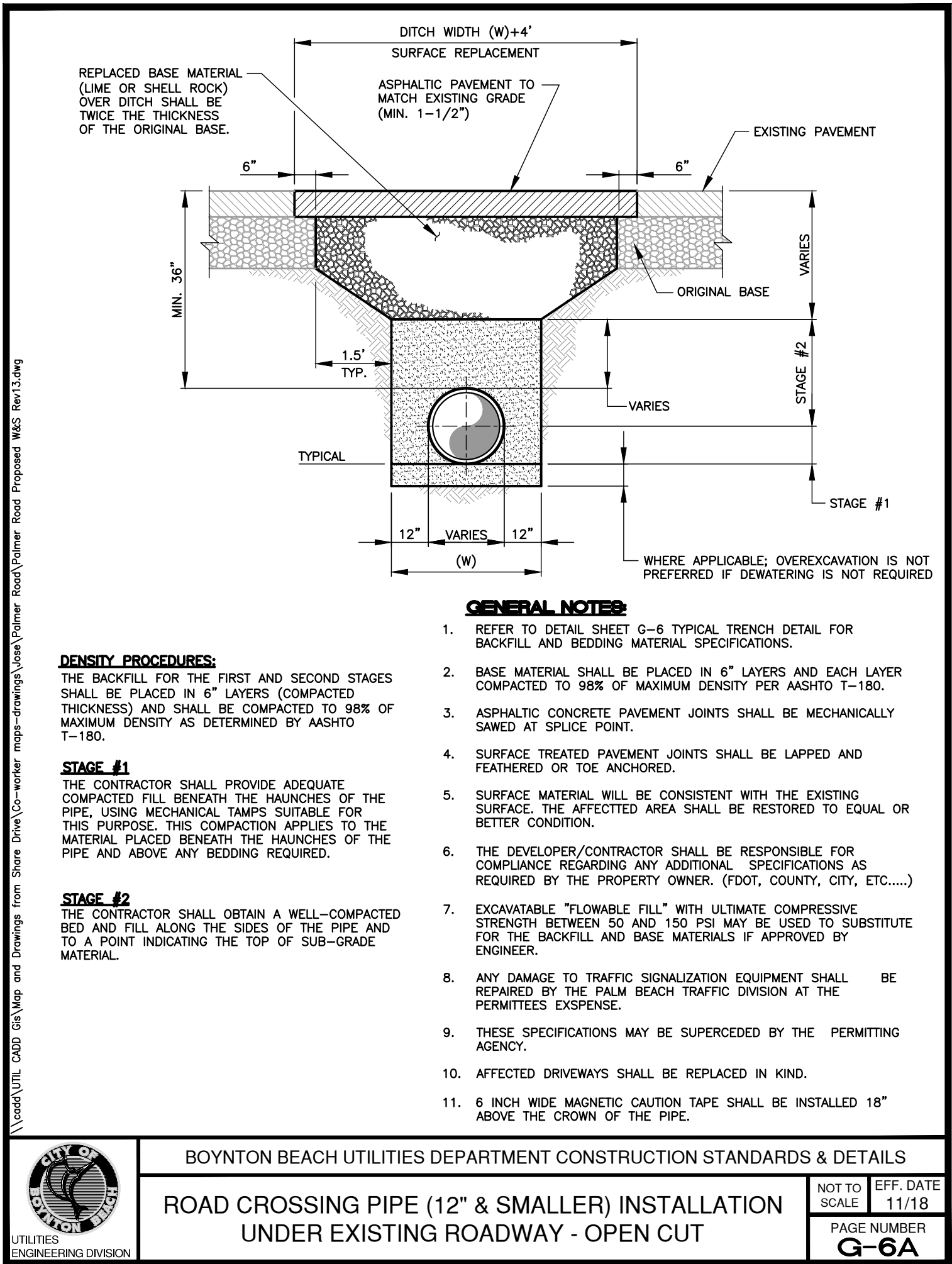
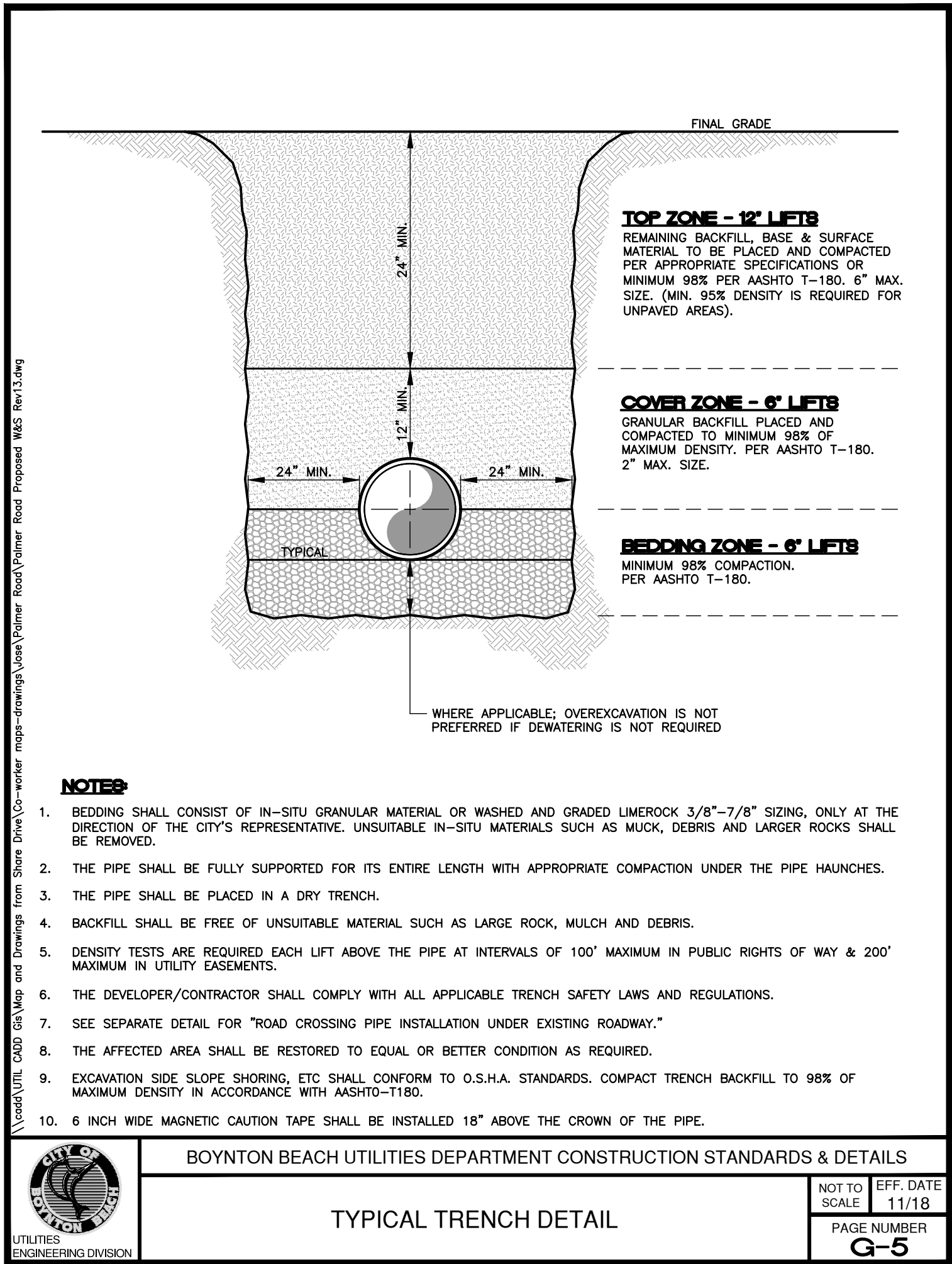
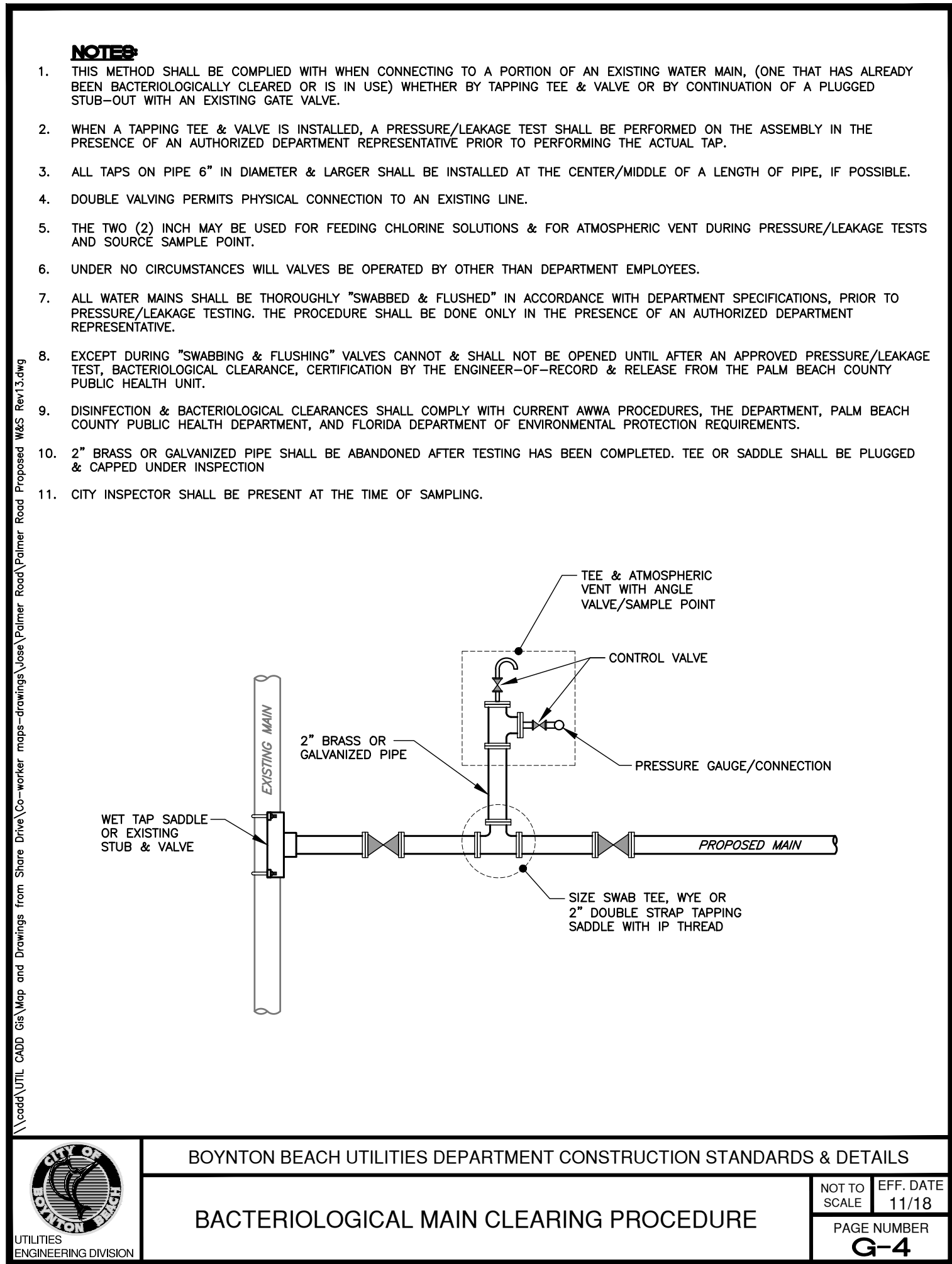
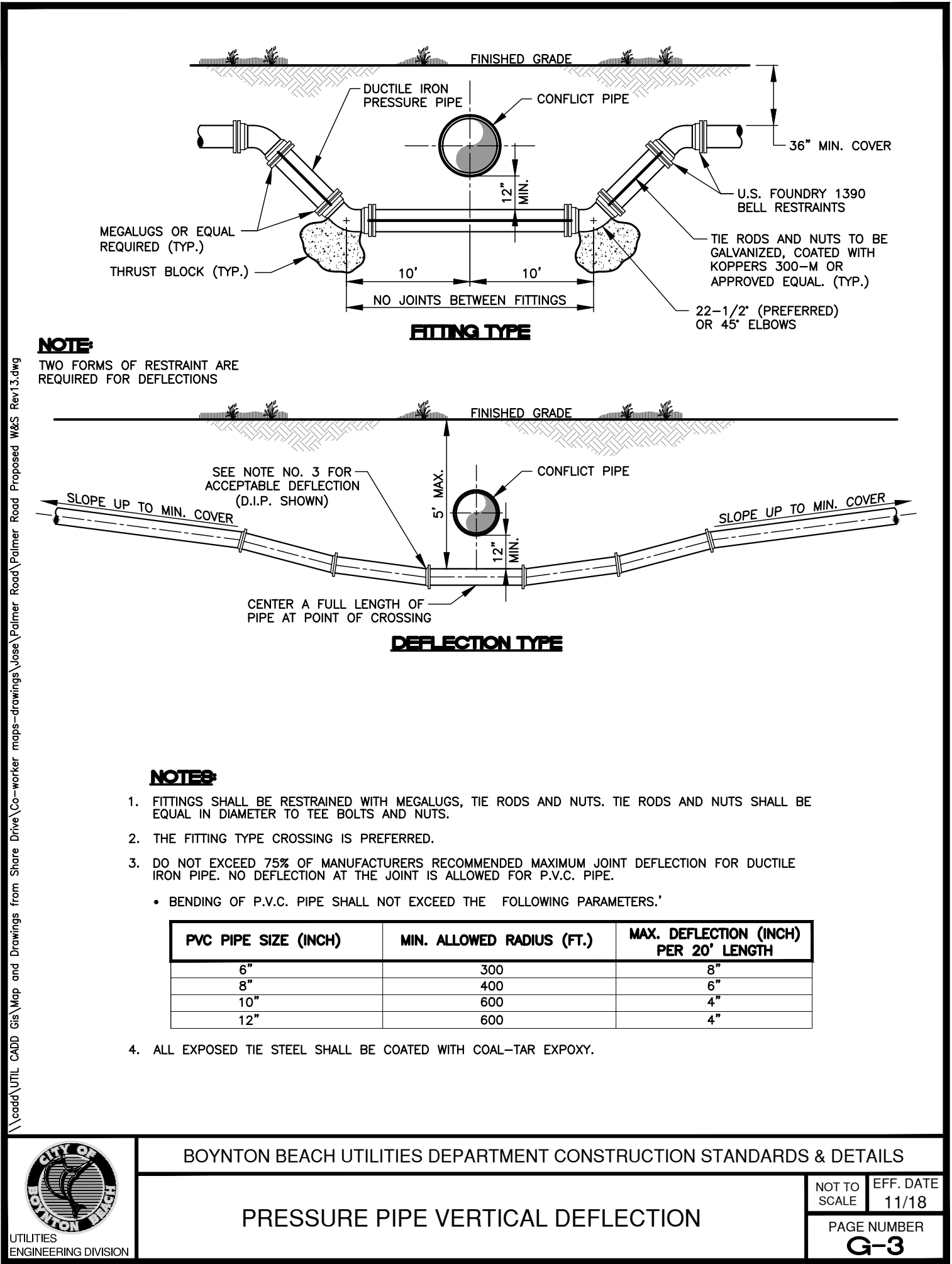
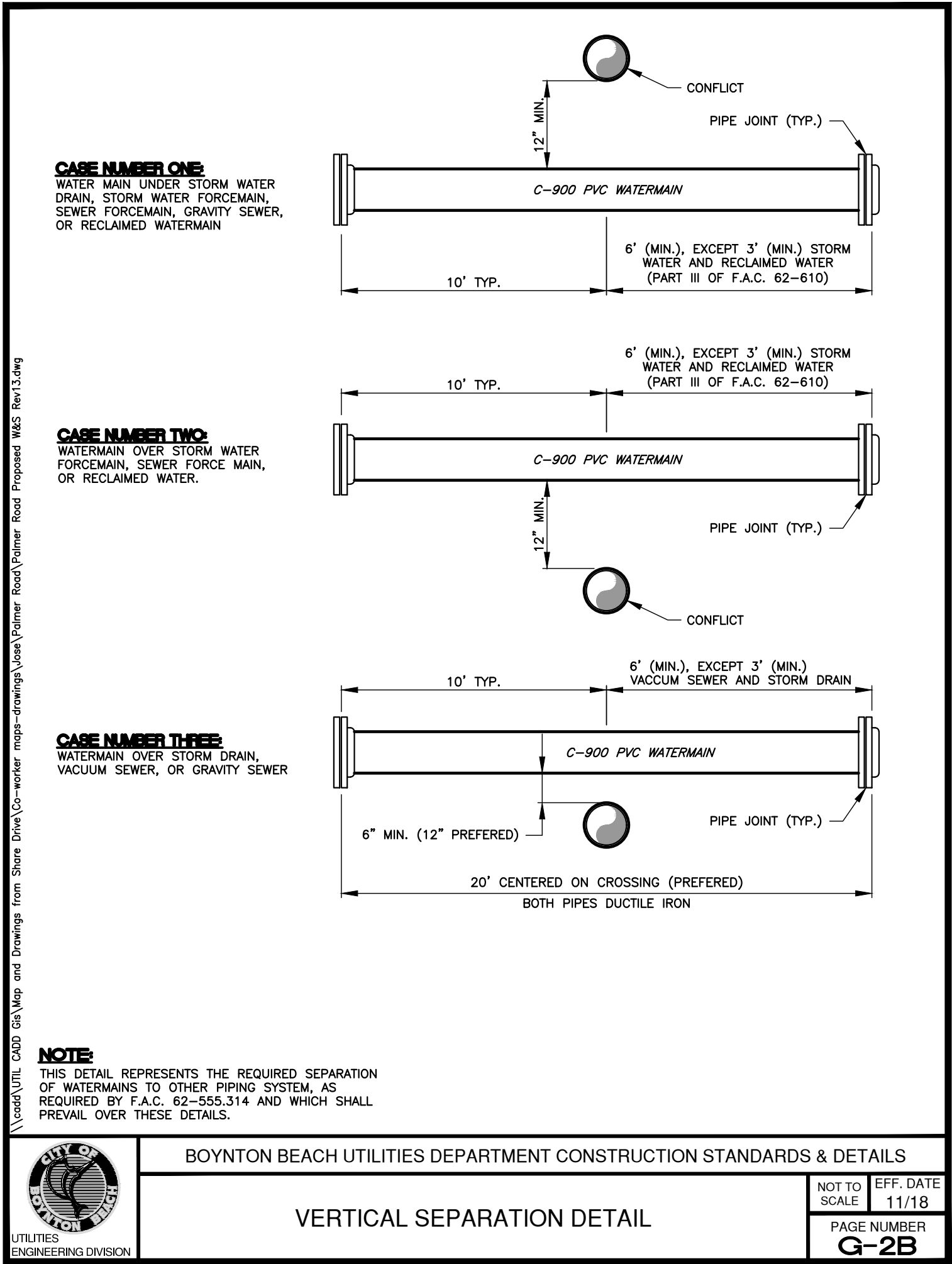
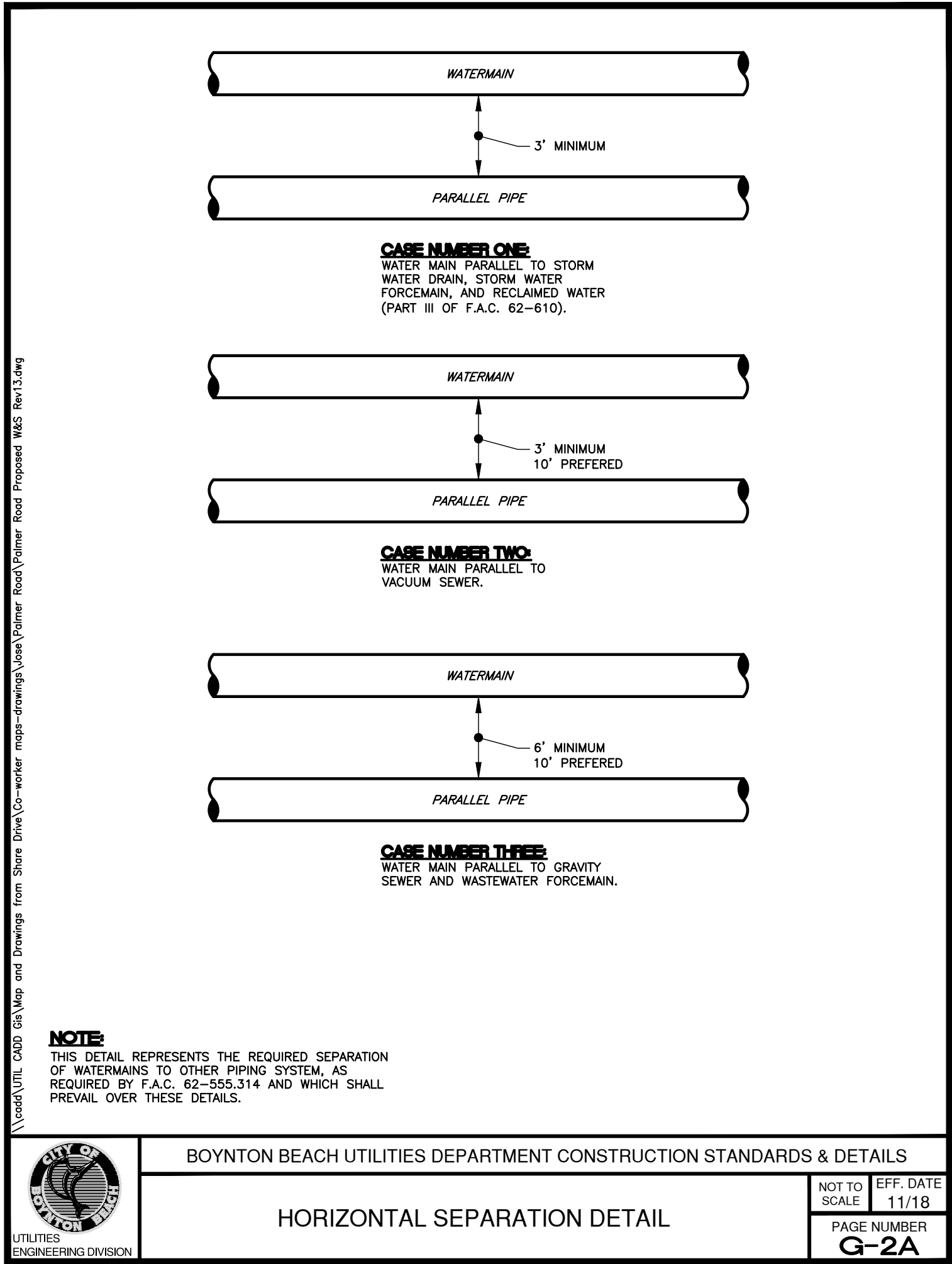
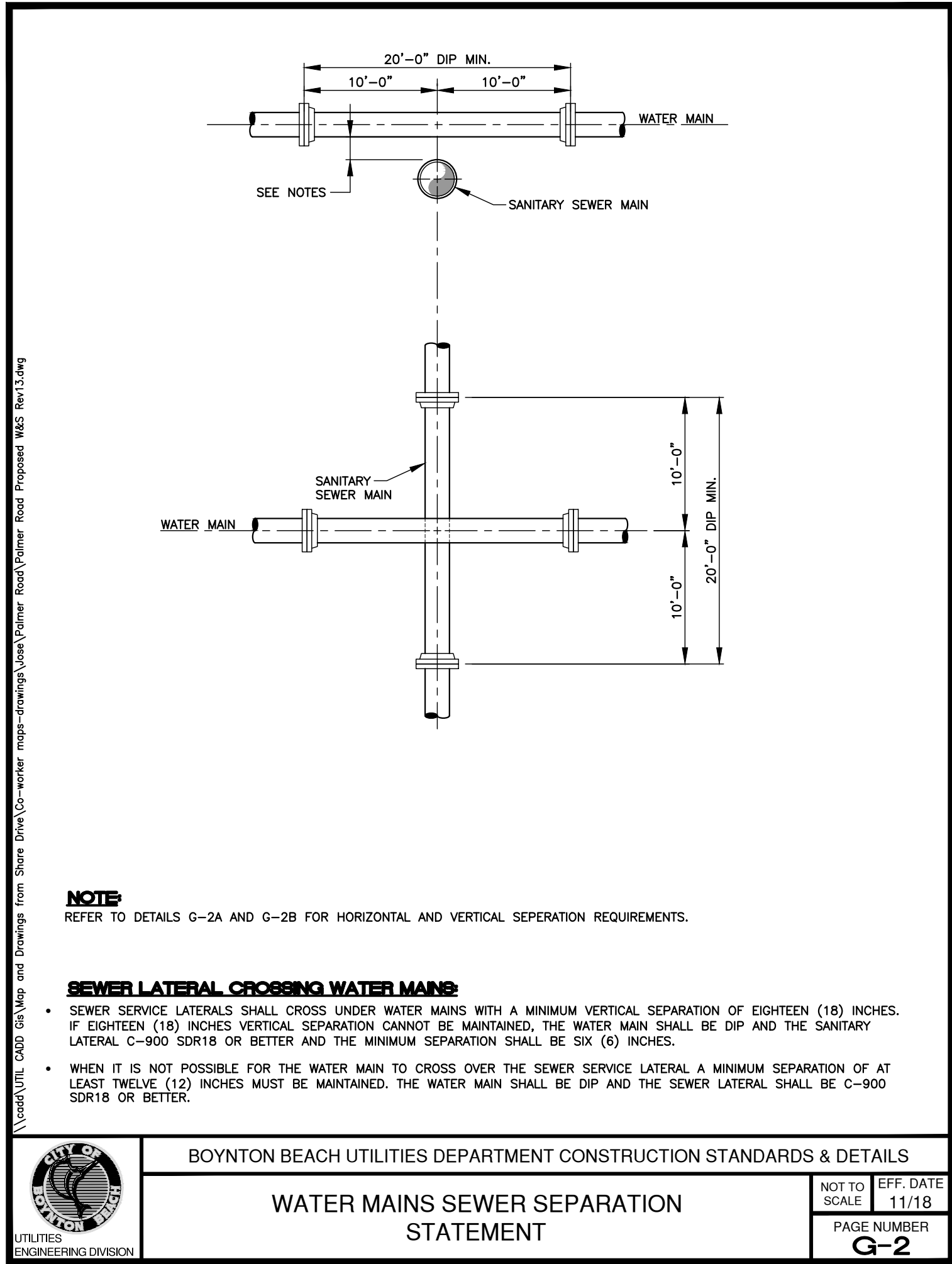
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124 EAST WOOLBRIGHT ROAD BOYNTON BEACH, FL 33435					
DATE: 3/20/19					
DRAWN BY: G00					
CHECKED BY: CJR					
APPROVED BY: JCH					
SCALE: AS SHOWN					
PALMER ROAD & BAMBOO LANE WATER & SEWER			SHEET NO. 5 OF 7		





DATE:					
ENGINEER OF RECORD: JOSE C. HUERTAS P.E. FL. LIC. NUMBER: 61711					
NO.	REVISION			DATE	BY
APPRVD					
<b>Boynton Beach Utilities</b> 124 EAST WOOLBRIGHT ROAD BOYNTON BEACH, FL 33435					
DATE: 3/20/19					
DRAWN BY: G00					
CHECKED BY: CJR					
APPROVED BY: JCH					
SCALE: AS SHOWN					
PALMER ROAD & BAMBOO LANE WATER & SEWER					
SHEET NO. 6 OF 7					





DATE: ENGINEER OF RECORD: JOSE C. HUERTAS P.E. FL LIC. NUMBER: 61711	NO.	REVISION	DATE	BY	APPRVD
Boynton Beach Utilities		124 EAST WOOLBRIGHT ROAD BOYNTON BEACH, FL 33435			
DATE: 3/20/19 DRAWN BY: GOO CHECKED BY: CJR APPROVED BY: JCH SCALE: AS SHOWN	PALMER ROAD & BAMBOO LANE WATER & SEWER		SHEET NO. 7 OF 7		





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Approve - Phase II of Task Order UT-2E-02 with Alexis Knight Architects, in the amount of \$77,745 in accordance with RFQ. No. 046-2821-17/TP, General Consulting Services Contract, Scope Category D awarded by Commission on August 7, 2018. Task order services for phase II include grant application submittal, final design, permitting services, and bid assistance for the additions and alterations to the existing marina facilities located in the Oyer Boat Park.

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**EXPLANATION OF REQUEST:**

Utilizing the General Consulting Services contract (RFQ No. 046-2821-17/TP), the City contracted with Alexis Knight Architects on June 26, 2019 for Phase I of the project. Phase I included services for the preparation of survey, preliminary drawings, and construction estimate for the additions and alterations to the existing Marina facilities located in Oyer Boat Club Park.

Staff recommends moving forward to the second phase of the project; turning the conceptual design to final design and construction plans. The parks improvements include but are not limited to:

- Rework the existing four (4) boat ramps as required to improve their functionality from the standpoint of surface material and possibly ramp slope.
- Replace the existing five (5) floating docks located in the marina area.
- Rework and repair the driveway surfaces in the immediate areas located at the turn-around and the paved areas directly adjacent to the boat ramps. This will include the replacement of curbing and walkway that may be damaged during the modification described herein.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

The rework of the boat ramps and replacement of the floating docks are necessary to fix surface material and ramp slope.

**FISCAL IMPACT:** Budgeted Funding in the amount of \$101,000 dollars are budgeted in the project number RP1862 in account number 303-4211-572-62-01 for fiscal year 19/20.

**ALTERNATIVES:**

Defer the rework and replacement to a future year and make incremental repairs in the short term.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**CONTRACTS**

**VENDOR NAME:** Alexis Knight Architects

**START DATE:**

**END DATE:**

**CONTRACT VALUE:**

**MINORITY OWNED CONTRACTOR?:** No

**EXTENSION AVAILABLE?:** No

**EXTENSION EXPLANATION:**

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Attachment 1 - Alexis Knight Architects - Phase 1 Proposal
<input type="checkbox"/> Attachment	Attachment 2 - Alexis Knight Architects - Phase 2 Proposal
<input type="checkbox"/> Agreement	Attachment 3 - Alexis Knight Architects Executed Agreement

# ALEXIS KNIGHT ARCHITECTS

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Sustainable Design + Innovative Solutions

June 26, 2019

Mr. Kevin Ramsey  
Senior Project Manager  
Public Works Engineering  
P.O. Box 310  
Boynton Beach, FL 33435  
[ramsevk@bbfl.us](mailto:ramsevk@bbfl.us)

RE: Professional Services for:  
**Phase I: Schematic Design Phase**  
**Repairs and Alternation to**  
**Oyer Boat Club Park**  
2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034

Mr. Ramsey;

Alexis Knight Architect, Inc. (AKArchitects) is pleased to provide this proposal for professional services. These services include the tasks defined in this proposal and will result in the preparation of the construction documents for the additions and alterations to the existing marina facilities located in the Oyer Boat Club Park, at 2010 N. Federal Highway, in Boynton Beach, Florida.

Please review the enclosed *Architectural Services Agreement* including *Attachment A: Scope of Services*, *Attachment B: Professional Fees*, *Attachment C: Standard Hourly Rates* and *Attachment D: General Conditions*, and if acceptable, sign and return this agreement.

AKArchitects will begin this project within five (5) business days of receiving written acceptance and execution of this agreement services. This written proposal will be valid for thirty (30) days from the date of this proposed agreement.

Sincerely;

Alexis Knight Architect, Inc.

  
Steven W. Knight, R.A., A.I.A.  
President

cc: Project File

---

ALEXIS KNIGHT ARCHITECTS  
100 NE 6<sup>th</sup> Street, Suite 102  
Boynton Beach, FL 33435  
561 374 9242  
[sknight@akarchitectsinc.com](mailto:sknight@akarchitectsinc.com)



## Architectural Service Agreement

June 26, 2019

Professional Services for:  
**Phase I: Schematic Design Phase**  
**Repairs and Alternation to**  
**Oyer Boat Club Park**  
2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034

This proposal is hereby issued this 26th day of June, 2019 and shall become the agreement between The City of Boynton Beach, subsequently referred to as the "Client, and Alexis Knight Architect, Inc. (AKArchitects), subsequently referred to as the "Architect."

These services are being offered under our current General Consulting Services Agreement dated August 22, 2018.

By joining in this Agreement, the Client retains Alexis Knight Architects, Inc. to provide services in connection with the preparation of the construction documents for the additions and alterations to the existing marina facilities located in the Oyer Boat Club Park in Boynton Beach, Florida, subsequently referred to as "Project."

By this Agreement, the scope of Alexis Knight Architect's services for this Project is limited to that described in *Attachment A: Scope of Services*.

Client agrees to compensate Alexis Knight Architects for providing the above services in the manner described in *Attachment B: Professional Fees*.

Client agrees to compensate Alexis Knight Architects for services in the manner described in *Attachment C: Standard Hourly Rates* as described in our General Consulting Services Agreement dated August 22, 2018.

Client agrees to the contractual conditions as described in our General Consulting Services Agreement dated August 22, 2018.

Alexis Knight Architect, Inc.

By: 

Steven W. Knight

Title:

President

Date: June 26, 2019

Client: Mr. Kevin Ramsey

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ALEXIS KNIGHT ARCHITECTS**  
100 NE 6th Street, Suite 102  
Boynton Beach, FL 33435  
561 374 9242  
sknight@akarchitectsinc.com

## **Architectural Service Agreement Attachment A: Scope of Services**

June 26, 2019

Professional Services for:  
**Phase I: Schematic Design Phase**  
**Repairs and Alternation to**  
**Oyer Boat Club Park**  
2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034

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### **Project Description:**

This project includes the repairs and alterations to the existing marina located at the Oyer Boat Club in Boynton Beach, Florida. The City of Boynton Beach would like to modify the existing boat ramps and floating docks located within this facility.

The boating community and the users of this facility have stated that the existing four (4) boat ramps have become difficult to use, due to the current surface conditions. These conditions include both the surface materials and the slope of each ramp.

The existing floating docks are functional, but are in an extreme state of disrepair. If the project budget is able to tolerate the expenditure associated with the upgrading of the float docks, the City of Boynton would like to replace each of the five (5) floating docks.

The estimated project budget, as disclosed by the City of Boynton Beach, is \$250,000.00.

The project scope shall be as follows:

- Rework the existing four (4) boat ramps as required to improve their functionality from the standpoint of surface material and possibly ramp slope.
- Replace the existing five (5) floating docks located in the marina area.
- Rework and repair the driveway surfaces in the immediate areas located at the turn-around and the paved areas directly adjacent to the boat ramps. This will include the replacement of curbing and walkway that may be damaged during the modification described herein.

The scope of work is as discussed during our on meeting which took place on May 9, 2019.

---

**ALEXIS KNIGHT ARCHITECTS**  
100 NE 6<sup>th</sup> Street, Suite 102  
Boynton Beach, FL 33435  
561 374 9242  
aknight@akarchitectsinc.com

**Phase I: Scope of Basic Services:**

AKArchitects is hereby offering the basic professional services as defined in this proposal. These services shall include limited architectural, structural engineering design and drawing preparation, environmental permitting, assistance in funding acquisition and general permitting and bidding assistance services.

The following services will be provided by these firms:

Alexis Knight Architects, Inc.....	Architectural Services
MUEngineering, Inc.....	Structural Engineering Services
Engenuity Group, Inc.....	Site Surveying Services
The Chappell Group.....	Environmental Engineering Services

AKArchitects will hire, hold the contracts for services and oversee these firms as part of their services to be provided by AKArchitects under this agreement.

The following basic services will be provided:

- Due Diligence and Field Work
- Site Surveying Services
- Schematic Design Services
- Opinion of the Probable Cost for Construction

Upon issuance of an Authorization to Proceed by the Client, AKArchitects shall provide the following services:

**Due Diligence and Field Work:**

AKArchitects and their Consultants will provide the field work for this project. The scope of the project field work will include the following:

- The Architect and their Consultants will meet with the Boynton Beach Public Works Engineering Department to establish the parameters of the site development.
- The Architect and their Consultants will visit the property and observe the conditions of the existing marina facility. The Architect and their Consultants measure, record and photograph the conditions as required to prepare the basis for the project program and establish the final work scope.
- The Architect and their Consultants will contact each regulatory and environmental agency to determine the detailed scope of this the permitting work task.
- The Architect and their Consultants shall prepare summary report of findings.
- The Architect and their Consultants will establish and prepare a written schedule for this project.

**Site Surveying**

AKArchitects will retain the services of a land surveyor to prepare a survey of the surrounding pavement areas and the other areas adjacent to the marina ramps and docks. These areas shall be defined as those essential to the project, but outside the scope and boundaries of the benthic survey as included in the basis services of this proposal.

---

**ALEXIS KNIGHT ARCHITECTS**  
100 NE 6<sup>th</sup> Street, Suite 102  
Boynton Beach, FL 33435  
561 374 9242  
sknight@akarchitectsinc.com

### **Schematic Design:**

AKArchitects and their consultants will prepare the schematic design for each this project. The schematic design will be based on the field work and programming completed during the initial phases of these services.

The conceptual design services will include the following:

- The Architect and their Consultants will prepare a schematic design illustrating the layout of the project areas, including new improvements to the boat ramp, floating docks and other areas adjacent to the marina.
- The Architect and their Consultants will provide a benthic survey of the submerged bottoms to locate any benthic resources within the footprint of the proposed boat ramp improvements. The benthic survey must be performed from June 1 – September 30 as required by regulatory agencies for permitting. Surveys conducted outside of the acknowledged seagrass growing season may be subject to agency review and verification at the start of the next growing season.

The design team will work carefully to illustrate the best layout, based on the Clients needs. In an effort to best satisfy the requirements of the Client, the designers will make revisions to the concept, until Client approves the concept. If this process becomes extensive, laborious and excessive changes persist, AKArchitects will ask the Client for fees required to compensate the design team for additional time required to complete this phase of the project services.

### **Preparation of an Opinion of the Probable Cost for Construction**

AKArchitects will prepare an Opinion of the Probable Cost for Construction.

- This will be based on historic data, area take offs and cost of labor and materials as offered in the current construction market.
- This deliverable will include a line item cost presentation and a lump sum value.

### **Phase II: Services**

The design team will provide the following services as part of the upcoming Phase II portion of this project. These Phase II services will be authorized under a separate agreement.

- **Environmental Permitting Services**
- **Construction Documentation Phase Services**
- **Bidding Assistance Services**
- **Grant (FIND) Application Services**

The services required for preparing and filing the application for the FIND grant must be provided in order to complete and submit the FIND application on or before March of 2020.

The AKArchitectural Team will assist the City of Boynton Beach in pursuing funding through the Florida International Navigation District (FIND) which is offered through the Waterway Assistance Program Grant for local governments.

**Qualifications and Exclusions:**

Please note that this fee proposal is based on our understanding of the project scope and the information that is presently available. This fee proposal is presented in accordance with the following Qualifications and Exclusions:

**Qualifications:**

- The Structural Engineer will provide the engineering and design for the piles associated with the new floating dock. The floating docks will be engineered and designed by the dock supplier.
- The Architect and Engineer will not provide Value Engineering Services for this project. These services would include those required to redesign and change the design and drawings as required to conform to the Client's budget as referenced in this proposal.

**The Client shall provide the following:**

- Survey of existing boat ramp docks and basin including bathymetry.

**Exclusions:**

AKArchitects will not provide the following services:

- Civil engineering services
- Geotechnical testing and soils reporting
- Dock, basin and bathymetry surveying
- Engineering and design of the floating docks
- Services for landscape architectural design
- Value engineering – Making design and plan changes to reduce cost
- Construction and material testing
- Services for obtaining any variances, change in use permits or special approvals required by the building department for the physical installation of any portion of this project
- Services for making client or contractors requested plan and design revisions which occur after final acceptance of the documents (100% completion levels) and during construction.
- Services for additional building or site design beyond those necessary to support the scope of work defined in this proposal
- Detailed cost estimating services

**Project Schedule:**

Please note that this schedule is based on our understanding of the project scope and the information that is presently available. The schedule and the time required to complete each task will be a direct function of AKArchitects ability to receive information required to complete the project.

The Architect and the Client will meet to establish the final building schedule.

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**Architectural Service Agreement**  
**Attachment B: Professional Fees**

June 26, 2019

Professional Services for:  
**Phase I: Schematic Design Phase**  
**Repairs and Alternation to**  
**Oyer Boat Club Park**  
2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034

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**Basis of Charges:**

The **Construction Document Preparation Services** shall be provided by our firm and will be made on the basis of a lump sum fee as shown below, excluding expenses for printing costs, permit and application fees.

• Due Diligence and Field Work	\$ 5,210.00
• Site Surveying	\$ 4,015.00
• Schematic Design Services	\$ 12,304.00
• <u>Preparation of an Opinion of the Probable Costs</u>	<u>\$ 1,438.00</u>
<b>Total</b>	<b>\$ 22,967.00</b>

The additional services defined in this proposal will be provided on an hourly basis. A Not To Exceed fee, excluding expenses, will be negotiated for each additional task.

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**Architectural Service Agreement  
Attachment C: Standard Hourly Rates**

June 26, 2019

Professional Services for:  
**Phase I: Schematic Design Phase**  
**Repairs and Alternation to**  
**Oyer Boat Club Park**  
2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034

**ALEXIS KNIGHT ARCHITECTS, INC**

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**Standard Hourly Rates**

Effective January 2019

Hourly Rates are as included in our general agreement

Charges for additional professional services performed by our firm for all services listed in the Scope of Additional Services or as otherwise requested by the Client will be performed on the basis of an **Hourly Fee** excluding expenses. Billings will be issued at least monthly and will be based on the estimated percentage of the total scope of services that has been completed.

---

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561 374 9242  
aknight@akarchitectsinc.com

**Alexis Knight Architect Inc.**

 100 NE 4th Street, Suite 102  
 Fort Lauderdale, FL 33305  
 Telephone: 561 372 8835

Fee Breakdown - Over Boat Club Park - PHASE I									
June 28, 2018									
Due Diligence and Field Work									
Site Surveying Services									\$5,210.00
Schematic Design									\$4,015.00
Opinion of Probable Costs of Construction									\$12,304.00
									\$1,438.00
<b>Total Task Fee</b>									<b>\$22,967.00</b>
Alexis Knight Architects									
Architectural Services									
Task Description	Principal	Project Manager	Senior Architect	Architect	CADD Technician	Fee	Total Hours	Expenses	Hours
Hourly Rate	\$135.00	\$55.00	\$95.00	\$75.00	\$75.00	4.00	4.00	\$0.00	\$270.00
Due Diligence and Field Work	1.00	3.00	0.00	0.00	0.00	8.00	8.00	\$0.00	\$760.00
Schematic Design	2.00	2.00	0.00	0.00	0.00	6.00	6.00	\$0.00	\$650.00
Opinion of Probable Costs of Construction	2.00	4.00	0.00	0.00	0.00	18.00	18.00	\$0.00	\$1,830.00
<b>Subtotal Task</b>	<b>5.00</b>	<b>9.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,830.00</b>
<b>Total Task Fee</b>	<b>\$678.00</b>	<b>\$995.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,830.00</b>
Structural Engineering									
Task Description	Principal Engineer	Project Manager	Project Engineer	CAD Tech.	Admin.	Fee	Total Hours	Expenses	Hours
Hourly Rate	\$200.00	\$175.00	\$145.00	\$90.00	\$55.00	8.00	8.00	\$0.00	\$1,360.00
Due Diligence and Field Work	2.00	4.00	2.00	0.00	0.00	13.00	13.00	\$0.00	\$1,560.00
Schematic Design	1.00	2.00	2.00	0.00	0.00	2.00	2.00	\$0.00	\$350.00
Opinion of Probable Costs of Construction	0.00	2.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
<b>Subtotal Task</b>	<b>3.00</b>	<b>8.00</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,270.00</b>
<b>Total Task Fee</b>	<b>\$600.00</b>	<b>\$1,400.00</b>	<b>\$580.00</b>	<b>\$720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,270.00</b>
The Chappell Group, Inc.									
Environmental Engineering									
Task Description	Principal	Project Manager	Sen. Project Mgr	Project Biologist	Admin.	Fee	Total Hours	Expenses	Hours
Hourly Rate	\$200.00	\$145.00	\$127.00	\$105.00	\$50.00	28.00	28.00	\$0.00	\$3,400.00
Due Diligence and Field Work	2.00	2.00	8.00	16.00	0.00	86.00	86.00	\$0.00	\$9,840.00
Schematic Design	3.00	3.00	24.00	56.00	0.00	3.00	3.00	\$0.00	\$438.00
Opinion of Probable Costs of Construction	0.00	3.00	0.00	0.00	0.00	117.00	117.00	\$0.00	\$13,222.00
<b>Subtotal Task</b>	<b>5.00</b>	<b>8.00</b>	<b>32.00</b>	<b>72.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,222.00</b>
<b>Total Task Fee</b>	<b>\$1,030.00</b>	<b>\$1,168.00</b>	<b>\$4,064.00</b>	<b>\$7,560.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,222.00</b>
Engenuity Group									
Site Surveying									
Task Description	Senior Engineer	Surveyor/Mapper	CAD Tech	Client	Fee	Total Hours	Expenses	Hours	Total Fee
Hourly Rate	\$130.00	\$120.00	\$85.00	\$75.00	35.00	35.00	35.00	\$0.00	\$1,945.00
Site Surveying	4.00	10.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$2,070.00
Preparation of the Survey Drawing	1.00	2.00	20.00	0.00	0.00	35.00	35.00	\$0.00	\$4,015.00
<b>Subtotal Task</b>	<b>5.00</b>	<b>12.00</b>	<b>20.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,015.00</b>
<b>Total Task Fee</b>	<b>\$650.00</b>	<b>\$1,440.00</b>	<b>\$1,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,015.00</b>

# ALEXIS KNIGHT ARCHITECTS

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Sustainable Design + Innovative Solutions

October 15, 2019

Mr. Kevin Ramsey  
Senior Project Manager  
Public Works Engineering  
P.O. Box 310  
Boynton Beach, FL 33435  
[ramseyk@bbfl.us](mailto:ramseyk@bbfl.us)

RE: PHASE II  
Professional Services for:  
**Repairs and Alternation to  
Oyer Boat Club Park**  
2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034

Mr. Ramsey;

Alexis Knight Architect, Inc. (AKArchitects) is pleased to provide this proposal for professional services. These services include the tasks defined in this proposal and will result in the preparation of the construction documents and other supporting services for the additions and alterations to the existing marina facilities located in the Oyer Boat Club Park, at 2010 N. Federal Highway, in Boynton Beach, Florida.

Please review the enclosed *Architectural Services Agreement* including *Attachment A: Scope of Services*, *Attachment B: Professional Fees*, *Attachment C: Standard Hourly Rates* and *Attachment D: General Conditions*, and if acceptable, sign and return this agreement.

AKArchitects will begin this project within five (5) business days of receiving written acceptance and execution of this agreement services. This written proposal will be valid for thirty (30) days from the date of this proposed agreement.

Sincerely,

Alexis Knight Architect, Inc.



Steven W. Knight, R.A., A.I.A.  
President

cc: Project File

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ALEXIS KNIGHT ARCHITECTS

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Boynton Beach, FL 33435  
561 374 9242  
[sknight@akarchitectsinc.com](mailto:sknight@akarchitectsinc.com)

## Architectural Service Agreement

October 15, 2019

### PHASE II

Professional Services for:

**Repairs and Alternation to**

**Oyer Boat Club Park**

2010 N. Federal Highway

Boynton Beach, FL 33435

AKA No. 19.0034

This proposal is hereby issued this 15th day of October, 2019 and shall become the agreement between The City of Boynton Beach, subsequently referred to as the "Client, and Alexis Knight Architect, Inc. (AKArchitects), subsequently referred to as the "Architect."

These services are being offered under our current General Consulting Services Agreement dated August 22, 2018.

By joining in this Agreement, the Client retains Alexis Knight Architects, Inc. to provide services in connection with the preparation of the construction documents for the additions and alterations to the existing marina facilities located in the Oyer Boat Club Park in Boynton Beach, Florida, subsequently referred to as "Project."

By this Agreement, the scope of Alexis Knight Architect's services for this Project is limited to that described in **Attachment A: Scope of Services**.

Client agrees to compensate Alexis Knight Architects for providing the above services in the manner described in **Attachment B: Professional Fees**.

Client agrees to compensate Alexis Knight Architects for services in the manner described in **Attachment C: Standard Hourly Rates** as described in our General Consulting Services Agreement dated August 22, 2018.

Client agrees to the contractual conditions as described in our General Consulting Services Agreement dated August 22, 2018.

Alexis Knight Architect, Inc.

By: 

Steven W. Knight

Title:

President

Date: October 15, 2019

Client: Mr. Kevin Ramsey

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ALEXIS KNIGHT ARCHITECTS**

100 NE 6th Street, Suite 102

Boynton Beach, FL 33435

561 374 9242

sknight@akarchitectsinc.com

## **Architectural Service Agreement Attachment A: Scope of Services**

October 15, 2019

### **PHASE II**

Professional Services for:

### **Repairs and Alternation to Oyer Boat Club Park**

2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034

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### **Project Description:**

This project includes the repairs and alterations to the existing marina located at the Oyer Boat Club in Boynton Beach, Florida. The City of Boynton Beach would like to modify the existing boat ramps and floating docks located within this facility.

The boating community and the users of this facility have stated that the existing four (4) boat ramps have become difficult to use, due to the current surface conditions. These conditions include both the surface materials and the slope of each ramp.

The existing floating docks are functional, but are in an extreme state of disrepair. If the project budget is able to tolerate the expenditure associated with the upgrading of the float docks, the City of Boynton would like to replace each of the five (5) floating docks.

The estimated project budget, as disclosed by the City of Boynton Beach, is \$250,000.00.

The project scope shall be as follows:

- Rework the existing four (4) boat ramps as required to improve their functionality from the standpoint of surface material and possibly ramp slope.
- Replace the existing five (5) floating docks located in the marina area.
- Rework and repair the driveway surfaces in the immediate areas located at the turn-around and the paved areas directly adjacent to the boat ramps. This will include the replacement of curbing and walkway that may be damaged during the modification described herein.

The scope of work is as discussed during our on meeting which took place on May 9, 2019.

The AKArchitectural Team will assist the City of Boynton Beach in pursuing funding through the Florida International Navigation District (FIND) which is offered through the Waterway Assistance Program Grant for local governments.

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The Waterway Assistance Program is a grant program established by the Florida Legislature and the District for the purpose of financially cooperating with local governments to alleviate problems associated with the Atlantic Intracoastal Waterway and associated waterways within the District.

The program is authorized by Section 374.976, Florida Statutes, and is administered under the provisions of Chapter 66B-2, Florida Administrative Code. Eligible local governmental agencies include municipalities, counties, port authorities and special taxing districts within the twelve counties of the District.

**Scope of Basic Services:**

AKArchitects is hereby offering the basic professional services as defined in this proposal. These services shall include limited architectural, structural engineering design and drawing preparation, environmental permitting, assistance in funding acquisition and general permitting and bidding assistance services.

The following services will be provided by these firms:

Alexis Knight Architects, Inc.....Architectural Services  
MUEngineering, Inc.....Structural Engineering Services  
The Chappell Group.....Environmental Engineering Services

AKArchitects will hire, hold the contracts for services and oversee these firms as part of their services to be provided by AKArchitects under this agreement.

The following basic services will be provided:

- Grant (FIND) Application Services
- Environmental Permitting Services
- Construction Documentation Phase Services
- Environmental Permitting Services
- Bidding Assistance Services

Upon issuance of an Authorization to Proceed by the Client, AKArchitects shall provide the following services:

**Grant (FIND) Application Services:**

AKArchitects and their consultants will provide bidding assistance services for this project. The Architect and their Consultants will assist the Client in the review of bids and executing the Standard Agreement between the Owner and General Contractor.

- The Environmental Engineering Consultant will prepare the application for Waterways Assistance Program (WAP) grant with the Florida Inland Navigation District (FIND) including presentation to the commission for approval.
- The Environmental Engineering Consultant will attend FIND board meeting in Cocoa Beach and assist City with presentation and question and answer session.
- The Environmental Engineering Consultant will provide coordination services and meet with FIND staff for processing application and providing necessary documents for approval.

### **Construction and Permit Documentation Phase:**

AKArchitects and their consultants will provide the construction and permit drawings for this project. If the scope of the project should be expanded beyond what is described herein, the Architect and Client will review this proposal and the fees associated with these services.

- The Architect and their Consultants will prepare the drawings and construction documents, illustrating the final design layout of the new improvements to the boat ramp and floating docks.
- The Architect and their Consultants will review construction documents to confirm compliance with requirements of the permitting authority.
- The Architect and their Consultants will administer and attend meetings with the Client and other team member to coordinate and finalize the construction drawings.

These documents will be made "permit ready" for application to the local permitting authority and environmental permit applications to U.S. Army Corps of Engineers, and Florida Department of Environmental Protection for the boat ramp improvements and floating docks.

### **Environmental Permitting Services**

AKArchitects and their consultants will provide the services necessary to obtain both the environmental and general building permits required by the local permitting authority and other jurisdictional permits required for this project.

- The Environmental Engineering Consultant will prepare and process environmental permit applications to U.S. Army Corps of Engineers, and Florida Department of Environmental Protection for the boat ramp improvements and floating docks.
- The Environmental Engineering Consultant will attend reapplication meetings with the regulatory agencies to discuss project and permitting timeframes.
- The Environmental Engineering Consultant will prepare necessary exhibits, and plans for environmental permit issuance.
- The Environmental Engineering Consultant will prepare responses to Requests for Information (RFI's) from regulatory agencies and comments received from commenting agencies including but not limited to the Florida Fish & Wildlife Conservation Commission, National Marine Fisheries Service, and U.S. Fish & Wildlife Service.
- The Architect and their Consultants will assistance required in obtaining permits from the local authority and other jurisdictional authorities associated with this project.

The General Contractor or the Client will prepare the local permit application and issue the required information to the local permitting department.

These services do not include obtaining site plan approvals or formal modifications to the approved site plan that may be required by the Engineering or Planning and Zoning Departments.

#### **Bidding Assistance:**

AKArchitects and their consultants will provide bidding assistance services for this project. Once the contract for the new work has been executed, the Architect will assist the Client in the review of bids and executing the Standard Agreement between the Owner and General Contractor.

- The Architect will prepare the bid documents to include:
  1. Notice of Invitation to Bid
  2. General Conditions
  3. Supplementary Conditions
  4. Construction Drawings
  5. Standard Form of Agreement Between Owner and Contractor
- The Architect will reproduce and distribute the required Contract Document sets for contractor's to bid.
- The Architect will assist the Client in administering a Pre-Bid Conference with the General Contractor.
- The Architect will modify the documents to include additional information related to requests for information (RFI's) issued by the contractors during the bidding phase of the project.
- The Architect will receive, tabulate bids, review the bids with the Client and make a recommendation regarding the selection of the contractor.
- The Architect will assist the Client in executing the Standard AIA Contract Between the Owner and General Contractor.

The following optional services may be provided:

#### **Optional Services:**

##### **Project Layout Surveying:**

For an additional fee, the Architect and their Consultants will provide preconstruction surveying services for this project.

- The Consultant will provide the dimensional layout of the new work.
- The Consultant will provide the required formboard survey prior to the first inspection.

##### **Construction Administration:**

For an additional fee, the Architect and their Consultants will provide limited construction phase administration services for this project. Once the permits for the new work have been issued by the local authority having jurisdiction and the construction phase of the project begins, the Architect will provide the construction phase administration services, defined herein.

The Architect and Engineers will provide the following services:

**Observation Services:**

- The Architect and their Consultants will observe the project during the construction phase, to ensure that the materials, assemblies and finish product are consistent with the work included and defined in the construction documents.
- The Architect and their Consultants will provide site visits and progress reporting on an "as needed basis". A site visit report will be prepared, defining the work observed and in progress

**Administration Services:**

- The Architect and their Consultants will review shop drawing submittals issued by the General Contractor.
- The Architect and their Consultants will answer RFI's and questions from the field and provide written clarification to the Client and contractor.
- The Architect and their Consultants will provide written clarification and drawing revisions as required by the local permitting authority.
- The Architect and their Consultants will provide a final "punchlist" walk-through to ensure that the project has been completed in accordance with the contract drawings.
- The Architect will provide "as-built" drawings.

**Qualifications and Exclusions:**

Please note that this fee proposal is based on our understanding of the project scope and the information that is presently available. This fee proposal is presented in accordance with the following Qualifications and Exclusions:

**Qualifications:**

- The Structural Engineer will provide the engineering and design for the piles associated with the new floating dock. The floating docks will be engineered and designed by the dock supplier.
- All plans and drawings issued for permit application will bear the signature and seal of the Architect of Record and the Engineer of Record.
- The Architect and Engineer will not provide Value Engineering Services for this project. These services would include those required to redesign and change the design and drawings as required to conform to the Client's budget as referenced in this proposal.

**The Client shall provide the following:**

- Survey of existing boat ramp docks and basin including bathymetry.

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- Geotechnical engineer report of existing soil conditions at boat ramp and within footprint including recommendations for foundation requirements.
- Construction and material testing.
- All Permit fees, impact fees and other fees required by the permitting agencies.

**Exclusions:**

AKArchitects will not provide the following services:

- Surveying services
- Construction administration services
- Civil engineering services
- Geotechnical testing and soils reporting
- Dock, basin and bathymetry surveying
- Engineering and design of the floating docks
- Services for landscape architectural design
- Value engineering – Making design and plan changes to reduce cost
- Construction and material testing
- Services for obtaining any variances, change in use permits or special approvals required by the building department for the physical installation of any portion of this project
- Services for making client or contractors requested plan and design revisions which occur after final acceptance of the documents (100% completion levels) and during construction.
- Services for additional building or site design beyond those necessary to support the scope of work defined in this proposal
- Detailed cost estimating services

**Project Schedule:**

Please note that this schedule is based on our understanding of the project scope and the information that is presently available. The schedule and the time required to complete each task will be a direct function of AKArchitects ability to receive information required to complete the project.

The Architect, the Client and the Client's General Contractor will meet to establish the final building schedule.



## Architectural Service Agreement Attachment B: Professional Fees

October 15, 2019

PHASE II:  
Professional Services for:  
**Repairs and Alternation to  
Oyer Boat Club Park**  
2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034

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### Basis of Charges:

The **Phase II Services** shall be provided by our firm and will be made on the basis of a **lump sum fee** as shown below, **excluding expenses** for printing costs, permit and application fees.

• Grant (FIND) Application Services	\$ 16,586.00
• Environmental Permitting Services	\$ 21,869.00
• Construction Documentation Phase Services	\$ 27,806.00
• <u>Bidding Assistance Services</u>	<u>\$ 11,484.00</u>
Total	\$ 77,745.00

The additional services defined in this proposal will be provided on an hourly basis. A **Not To Exceed** fee, **excluding expenses**, will be negotiated for each additional task.

**Architectural Service Agreement  
Attachment C: Standard Hourly Rates**

October 15, 2019

PHASE II:  
Professional Services for:  
**Repairs and Alternation to  
Oyer Boat Club Park**  
2010 N. Federal Highway  
Boynton Beach, FL 33435  
AKA No. 19.0034



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**Standard Hourly Rates**

Effective January 2019

Hourly Rates are as included in our general agreement

Charges for additional professional services performed by our firm for all services listed in the Scope of Additional Services or as otherwise requested by the Client will be performed on the basis of an **Hourly Fee** excluding expenses. Billings will be issued at least monthly and will be based on the estimated percentage of the total scope of services that has been completed.

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100 NE 6<sup>th</sup> Street, Suite 102  
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# Alexis Knight Architect Inc.

100 NE 8th Street, Suite 102  
Boynton Beach, FL 33435  
Telephone: 561 374 9242

## Fee Boynton Beach - Oyer Boat Club Park

Oct. 15, 2019									
Construction Documentation Phase Services									
Permitting Services									\$27,505.00
Bidding Assistance Services									\$21,850.00
Grant (FIND) Application Services									\$11,484.00
Total Task Fee									\$16,586.00
Total Task Fee									
\$77,745.00									
Alexis Knight Architects									
Architectural Services									
Task Description	Principal	Project Manager	Senior Architect	Architect	CADD Technician	Fee	Total Hours	Expenses	Hours
Hourly Rate	\$135.00	\$85.00	\$85.00	\$75.00	\$75.00	Total Fee	Total Fee		Total Fee
Construction Documentation Phase Services	2.00	24.00	0.00	0.00	40.00	\$8,050.00	\$8,050.00		\$8,050.00
Permitting Services	8.00	3.00	0.00	0.00	4.00	15.00	\$0.00		\$1,665.00
Bidding Assistance Services	16.00	2.00	0.00	0.00	0.00	18.00	0.00		\$2,350.00
Grant (FIND) Application Services	12.00	10.00	0.00	0.00	0.00	22.00	0.00		\$2,570.00
Subtotal Task	38.00	39.00	0.00	0.00	44.00	66.00	0.00		
Total Task Fee	\$5,130.00	\$3,705.00	\$0.00	\$0.00	\$3,300.00	\$500.00	\$500.00		\$12,635.00
MUEngineers									
Structural Engineering									
Task Description	Principal Engineer	Project Manager	Project Engineer	CAD tech.	Admin.	Fee	Total Hours	Expenses	Hours
Hourly Rate	\$200.00	\$175.00	\$145.00	\$80.00	\$86.00	Total Fee	Total Fee		Total Fee
Construction Documentation Phase Services	1.00	2.00	20.00	32.00	3.00	58.00	\$0.00		\$6,528.00
Permitting Services	1.00	8.00	4.00	8.00	3.00	24.00	\$0.00		\$3,088.00
Bidding Assistance Services	0.00	2.00	8.00	1.00	3.00	14.00	\$0.00		\$1,788.00
Grant (FIND) Application Services	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
Subtotal Task	2.00	12.00	32.00	41.00	9.00	96.00	\$0.00		
Total Task Fee	\$400.00	\$2,100.00	\$4,640.00	\$3,690.00	\$594.00				\$11,424.00
The Chappell Group, Inc.									
Environmental Engineering									
Task Description	Principal	Project Manager	Sen. Project Mgr	Project Biologist	Admin.	Fee	Total Hours	Expenses	Hours
Hourly Rate	\$208.00	\$146.00	\$127.00	\$105.00	\$80.00	Total Fee	Total Fee		Total Fee
Environmental Permitting Services	5.00	10.00	48.00	72.00	16.00	151.00	\$0.00		\$17,106.00
Construction Documentation Phase Services	20.00	20.00	4.00	64.00	16.00	124.00	\$0.00		\$15,228.00
Bidding Assistance Services	6.00	10.00	20.00	20.00	0.00	56.00	\$0.00		\$7,336.00
Grant (FIND) Application Services	16.00	16.00	32.00	32.00	16.00	112.00	\$0.00		\$14,016.00
Subtotal Task	47.00	56.00	104.00	188.00	48.00	443.00	0.00		
Total Task Fee	\$9,682.00	\$8,176.00	\$13,208.00	\$19,740.00	\$2,880.00				\$3,686.00

6.F.  
 CONSENT AGENDA  
 8/7/2018



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/7/2018

**REQUESTED ACTION BY COMMISSION:** PROPOSED RESOLUTION NO. R18-103 - Authorize the City Manager to sign multiple agreements as a result of RFQ No.: 046-2821-17/TP for General Consulting Services for five (5) Scope Categories to be executed based on individual task orders in compliance with the purchasing policies and procedures.

### EXPLANATION OF REQUEST:

**Term of agreement:** two (2) years from execution of agreements with three (3) additional one (1) year renewal periods.

**Explanation of Request:** On March 6, 2018, the City Commission approved the list of top ranked proposers identified by the Evaluation Committees from the responses received from RFQ No.: 046-2821-17/TP for General Consulting Services, who authorized staff to conduct negotiations with the firms as follows:

<b>SCOPE CATEGORY A</b> <b>Water Plant Modifications, Capacity and Operation Evaluation</b>
Carollo Engineers, Inc.
CH2MHill Engineers, Inc.
Globaltech, Inc.
<b>SCOPE CATEGORY B</b> <b>Infrastructure Improvements and Evaluations</b>
Carollo Engineers, Inc.
Arcadis U.S., Inc.
AECOM Technical Services, Inc.
CDM Smith, Inc.
<b>SCOPE CATEGORY C</b> <b>Ancillary Studies and Services</b>
Carollo Engineers, Inc.
CDM Smith, Inc.
Globaltech, Inc.
<b>SCOPE CATEGORY D</b> <b>Transportation Services</b>
Kimley-Horn and Associates, Inc.
Calvin, Giordano & Assoc., Inc.
Mathews Consulting
<b>SCOPE CATEGORY E</b> <b>Architectural and Landscape Design Services</b>
Gentile Glas Holloway O'Mahoney & Assoc., Inc.
Alexis Knight Architects, Inc.
West Architecture + Design, LLC

The RFQ was advertised and submittals were opened on September 26, 2017. The City received sixty-five (65) proposals whereby the top ranked proposers per scope (2 or 3, depending upon scope) were submitted to City Commission on March 6, 2018 for approval and authorization to move forward with negotiations to establish contract agreements for ongoing services in accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act.

Emphasis was placed on the Schedule of Professional Fees to solidify hourly rates for the initial contract period. Based on comparisons of the submittals by each of the firms, negotiation sessions with all the firms were deemed unnecessary. Only firms that showed significantly higher rates were contacted for discussions. Comparisons were done on the basis of averages among all three (3) or four (4) firms for Scope Categories D and E only. On July 2 and July 19, 2018, the Purchasing Manager and the City Engineer conducted negotiations with the firms. As a result, the Schedule of Professional Fees as attached will be fixed and firm for at least the initial two(2) year period.

Individual task orders will be generated at the time specific projects are realized utilizing the Schedule of Professional Fees as the basis for the overall cost of the each task. Task orders will be submitted to the Commission for approval in accordance with the City's Purchasing Policies and Procedures.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

This agreement will provide for the issuance of task orders in connection with projects for on-going capital improvements to enhance City-wide operations. Individual task orders in excess of \$25,000 will be brought back to Commission for approval in accordance with the Purchasing Policies and Procedures.

**FISCAL IMPACT:** Budgeted The costs of the individual task orders will be paid from approved CIP budgets or other budget sources within the City's adopted budget.

**ALTERNATIVES:** Not approve the contract and re-issue the RFQ.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> <a href="#">Resolution</a>	Resolution approving General Consulting Services Agreements
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - 2GHO
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - AECOM
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - ALEXIS KNIGHT
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - ARCADIS
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - CALVIN, GIORDANO & ASSOC.
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - CAROLLO
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - CDM SMITH
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - CH2M HILL
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - GLOBALTECH
<input type="checkbox"/> <a href="#">Agreement</a>	ATTACHMENT - KIMLEY-HORN
<input type="checkbox"/> <a href="#">Agreement</a>	ATTACHMENT - MATHEWS CONSULTING
<input type="checkbox"/> <a href="#">Agreement</a>	AGREEMENT - WEST ARCHITECTURE



## Greco-Arencibia, Adrianna

---

**From:** Javier, Andrea  
**Sent:** Thursday, June 27, 2019 11:19 AM  
**To:** Greco-Arencibia, Adrianna  
**Cc:** Miller, Keyla  
**Subject:** RE: COI & W9 Request  
**Attachments:** Certificate.pdf

The attached meets City requirements.



Andrea Javier, IPMA-CP  
Benefits Administrator  
Human Resources and Risk Management  
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425  
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426  
☎ 561-742-6044  
✉ JavierA@bbfl.us | 🌐 boynton-beach.org/

Follow us on   

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

**From:** Greco-Arencibia, Adrianna  
**Sent:** Thursday, June 27, 2019 11:04 AM  
**To:** Certificate of Insurance <COI@bbfl.us>; Javier, Andrea <JavierA@bbfl.us>; Miller, Keyla <MillerK@bbfl.us>  
**Subject:** FW: COI & W9 Request

Good morning,

Could you please review the attached COI to make sure they meet City requirements, thank you.



Adrianna Greco-Arencibia  
Assistant to Director  
Public Works / Solid Waste  
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425  
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435  
☎ 561-742-6596 | 📠 561-742-6211  
✉ Greco-ArencibiaA@bbfl.us | 🌐 boynton-beach.org/

Follow us on   

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

**From:** Steve <[sknight@akarchitectsinc.com](mailto:sknight@akarchitectsinc.com)>  
**Sent:** Thursday, June 27, 2019 10:57 AM  
**To:** Greco-Arencibia, Adrianna <[Greco-ArencibiaA@bbfl.us](mailto:Greco-ArencibiaA@bbfl.us)>  
**Cc:** Ramsey, Kevin <[RamseyK@bbfl.us](mailto:RamseyK@bbfl.us)>  
**Subject:** RE: COI & W9 Request

Adrianna

See attached.....

**From:** Greco-Arencibia, Adrianna [<mailto:Greco-ArencibiaA@bbfl.us>]  
**Sent:** Thursday, June 27, 2019 7:27 AM  
**To:** Steve  
**Cc:** Ramsey, Kevin  
**Subject:** COI & W9 Request  
**Importance:** High

Good morning,

We are in the process of requesting a purchase order for your company and need a copy of your COI & W9 in order to proceed. Under the terms and conditions of all contracts, leases, and agreements, the City requires insurance coverage listing the City of Boynton Beach as additional insured. Please provide a copy of your certificate of insurance (COI), listing our City as certificate holder and as additional insured, as proof of **General Liability, Auto Liability, and Worker's Compensation Liability** (or exemption) **Insurance** for the proposed work at the City. Please see the attached Insurance Advisory Form/ Sample COI.

- Please call or email Andrea Javier at 561-742-6044 or [javiera@bbfl.us](mailto:javiera@bbfl.us) if you have any questions or need further clarification.

City of Boynton Beach  
3301 Quantum Blvd  
Boynton Beach, FL 33435

I have attached a copy of the COI you supplied that expired last year. I, also have attached our standard insurance advisory form for you with instructions & a blank 2018 W9 form above.

The COI must have the City of Boynton Beach as additional insured & worker's compensation listed.

In the "Commercial General Liability" the Addl Insd column has to be marked with an "X".

The Worker's Comp must be marked as additional or show exempt.

Also, in the "Description of Operations/Locations/Vehicles" section, it must say, "The City of Boynton Beach, it's officers, employees and agents are included as additional insured where required by written contract."

If you should have any questions, please let me know.

Thank you



Adrianna Greco-Arencibia

Assistant to Director

Public Works / Solid Waste

Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425

Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435

☎ 561-742-6596 | 📠 561-742-6211

✉ Greco-ArencibiaA@bbfl.us | 🌐 boynton-beach.org/



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Keyes Coverage Insurance  
5900 Hiatus Road  
Tamarac FL 33321

**CONTACT**  
NAME: Natalia M. Fraser  
PHONE: 954-724-7000  
FAX: 954-724-7024  
E-MAIL: nfraser@keyescor.com  
ADDRESS: nfraser@keyescor.com

**INSURED**  
12012  
Alexis Knight Architects, Inc. &  
Alexis Knight Architects, LLC  
100 N.E. 6th Street  
Suite 102  
Boynton Beach FL 33435

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Twin City Fire Insurance Co	235
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 865179947

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	21 SBM ZI5734	9/20/2018	9/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		21 SBM ZI5734	9/20/2018	9/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21 SBM ZI5734	9/20/2018	9/20/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21 WEC ZT0586	12/3/2018	12/3/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: The City of Boynton Beach, it's officers, employees and agents are included as additional insured where required by written contract.

**CERTIFICATE HOLDER**

CANCELLATION \*30 Days Notice /10 Days NonPay

City of Boynton Beach  
100 East Boynton Beach Boulevard  
Boynton Beach FL 33435

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2019

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).

<b>PRODUCER</b> MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277		<b>CONTACT NAME:</b> Phyllis Constantino <b>PHONE (A/C No. Ext.):</b> (704) 256-6000 <b>FAX (A/C No.):</b> (704) 256-6001 <b>E-MAIL ADDRESS:</b> phyllis@medallioninsurance.com													
<b>INSURED</b> Alexis Knight Architects, Inc. 100 NE 6th St Ste 10 Boynton Beach FL 33435		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Liberty Insurance Underwriters</td><td><b>NAIC #</b> 19917</td></tr><tr><td><b>INSURER B:</b></td><td></td></tr><tr><td><b>INSURER C:</b></td><td></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> Liberty Insurance Underwriters	<b>NAIC #</b> 19917	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> Liberty Insurance Underwriters	<b>NAIC #</b> 19917														
<b>INSURER B:</b>															
<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** CL1792004460**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL. COV. INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					Each Claim \$1,000,000 Aggregate \$1,000,000
A	Professional Liability		AEXNYABI6AU001	09/20/2017	09/20/2019	

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

**CERTIFICATE HOLDER****CANCELLATION**The City of Boynton Beach  
100 E Boynton Beach Blvd

Boynton Beach

FL 44435

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



## Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Steven W. Knight

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

Alexis Knight Architect, Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

100 NE 6th Street, Suite 102

6 City, state, and ZIP code

Boynton Beach, FL 33435

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

9 0 - 0 7 3 0 5 3 0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ June 27, 2019

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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**RESOLUTION NO. R18-103**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,  
FLORIDA, AUTHORIZING THE CITY MANAGER TO  
SIGN INDIVIDUAL AGREEMENTS AS A RESULT OF  
RFQ NO. 046-2821-17/TP FOR GENERAL  
CONSULTING SERVICES FOR FIVE (5) SCOPE  
CATEGORIES TO BE EXECUTED BASED ON  
INDIVIDUAL TASK ORDERS IN COMPLIANCE WITH  
THE PURCHASING POLICIES AND PROCEDURES;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 6, 2018, the City Commission approved the list of top ranked  
proposers identified by the Evaluation Committees from responses received from RFQ No.  
046-2821-17/TP for General Consulting Services; and

**WHEREAS**, the City Commission of the City of Boynton Beach, upon  
recommendation of staff, hereby deems it to be in the best interests of the citizens and residents  
of the City of Boynton Beach, to approve and authorize the City Manager to sign individual  
as a result of RFQ No. 046-2821-17/TP for General Consulting Services for five (5) scope  
categories to be executed based on individual task orders in compliance with the purchasing  
policies and procedures.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does  
hereby approve the following firms as being qualified to provide General Consulting Services  
and does authorize the City Manager to sign the individual contracts:

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**SCOPE CATEGORY A**  
**Water Plant Modifications, Capacity and**  
**Operation Evaluation**

Carollo Engineers, Inc.  
CH2MHill Engineers, Inc.  
Globaltech, Inc.

**SCOPE CATEGORY B**  
**Infrastructure Improvements and Evaluations**

Carollo Engineers, Inc.  
Arcadis U.S., Inc.  
AECOM Technical Services, Inc.  
CDM Smith, Inc.

**SCOPE CATEGORY C**  
**Ancillary Studies and Services**

Carollo Engineers, Inc.  
CDM Smith, Inc.  
Globaltech, Inc..

**SCOPE CATEGORY D**  
**Transportation Services**

Kimley-Horn and Associates, Inc.  
Calvin, Giordano & Assoc., Inc.  
Mathews Consulting

**SCOPE CATEGORY E**  
**Architectural and Landscape Design Services**

Gentile Glas Holloway O'Mahoney & Assoc., Inc.  
Alexis Knight Architects, Inc.  
West Architecture + Design, LLC

Section 3. This Resolution shall become effective immediately upon passage.  
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**PASSED AND ADOPTED** this 7<sup>th</sup> day of August, 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

50

ATTEST:

  
Judith A. Pyle, CMO  
City Clerk

(Corporate Seal)

## GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT<sup>1</sup> is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and ALEXIS KNIGHT ARCHITECTS, 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. 046-2921-17/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
<input checked="" type="checkbox"/> 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

<sup>1</sup> The term "Agreement" has the same meaning as the term "contract".



its Sub-consultants' work.

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 indicating 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 completed 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 completion 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 pre-existing 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.



## 1.6 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.

1.8.3. 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 may 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 or 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:

Alexis Knight Architects, Inc.
Attn: Steven W. Knight
100 NE 6 Street
Suite 102
Boynton Beach, FL 33435

#### 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 amended 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 STATUTES, 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 22 day of August, 2018.

CITY OF BOYNTON BEACH

Lori Lederman  
City Manager

[Signature]  
CONSULTANT

Attest/Authenticated:

[Signature]  
Title

[Signature]  
City Clerk

Approved as to Form:

[Signature]  
Office of the City Attorney

Attest/Authenticated:

[Signature]  
Secretary



EXHIBIT "A"	
SCOPE E - FEE SCHEDULE	
FIRM: ALEXIS KNIGHT ARCHITECTS	
DATE: JULY 2, 2018      REVISED	
Personnel Classifications	Hourly Rate
Principal - Alexis Knight Architects	\$135.00
Project Manager - Alexis Knight Architects	\$95.00
Senior Engineer	\$130.00
Senior Planner	\$130.00
Senior Architect - Alexis Knight Architects	\$85.00
Senior Landscape Architect	\$110.00
Senior Surveyor/Mapper	\$120.00
Structural Engineer	\$120.00
Architect - Alexis Knight Architects	\$75.00
Urban Designer	\$85.00
Planner	\$80.00
Landscape Architect	\$85.00
Inspector (Zoning & Landscape)	\$75.00
GIS Specialist	\$120.00
Architectural CAD/Technician - Alexis Knight Architects	\$75.00
Planning Technician	\$75.00
Clerical/Administrative	\$68.00

**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	Commercial General Liability	General Aggregate	\$ 1,000,000.00
	Owners & Contractor's Protective (OCP)	Products-Comp/Op Agg.	\$ 1,000,000.00
	Liquor Liability	Personal & Adv. Injury	\$ 1,000,000.00
	Professional Liability	Each Occurrence	\$ 1,000,000.00
	Employees & Officers	Fire Damage (any one fire)	\$ 50,000.00
	Pollution Liability	Med. Expense (any one person)	\$ 5,000.00
	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	Any Auto	Combined Single Limit	\$ 500,000.00
	All Owned Autos	Bodily Injury (per person)	to be determined
	Scheduled Autos	Bodily Injury (per accident)	to be determined
	Hired Autos	Property Damage	to be determined
	Non-Owned Autos	Trailer Interchange	\$ 50,000.00
	PIP Basic		
Garage Liability	Any Auto	Auto Only, Each Accident	\$ 1,000,000.00
	Garage Keepers Liability	Other Than Auto Only	\$ 100,000.00
		Each Accident	\$ 1,000,000.00
		Aggregate	\$ 1,000,000.00
Excess Liability	Umbrella Form	Each Occurrence	to be determined
		Aggregate	to be determined
Worker's Compensation	Employer's Liability	Statutory Limits	
		Each Accident	\$ 100,000.00
		Disease, Policy Limit	\$ 500,000.00
		Disease Each Employee	\$ 100,000.00
Property	Hocowowners 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)	<input type="checkbox"/>	Planning/Study Activity, Report, Other
		<input type="checkbox"/>	Design/Engineering Services/Preliminary Bid Document
		<input type="checkbox"/>	Final Document/Bidding/Contractor Award
		<input type="checkbox"/>	Construction Phase/Completion
2. Name of Project:			
3. Project Manager:			
<b>CONSTRUCTION CONTRACT DATA</b>			
5.			
a. Engineer's estimate:	\$	Final Cost:	\$
b. Substantial Construction Completion Date:			
c. Final Construction Completion Date:			
6. Overall Rating:	(Check One)	<input type="checkbox"/>	Unsatisfactory
		<input type="checkbox"/>	Poor
		<input type="checkbox"/>	Fair
		<input type="checkbox"/>	Good
		<input type="checkbox"/>	Excellent
7. Recommended for Future Contracts?	<input type="checkbox"/>	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
		Conditional	<input type="checkbox"/>
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 PREPARATION 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:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R20-003** - Authorize the City Manager to sign agreements with the four (4) pre-qualified contractors: Johnson-Davis, Inc.; Centerline Utilities, Inc.; Giannetti Contracting Corporation; and Florida Design Drilling Corporation in accordance with Request for Qualifications (RFQ) No. 028-2821-19/MFD "Pre-Qualification of Contractors for Minor Utility Construction Services".

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**EXPLANATION OF REQUEST:**

On August 6, 2019, the City Commission approved four (4) pre-qualified vendors to perform minor utility-related projects costing less than \$300,000 (three hundred thousand dollars) as part of RFQ No. 028-2821-19/MFD "Pre-Qualification of Contractors for Minor Utility Construction Services." The four (4) pre-qualified vendors are: Johnson-Davis, Inc.; Centerline Utilities, Inc.; Giannetti Contracting Corporation; and Florida Design Drilling Corporation.

As part of the approval of the pre-qualified vendors, a sample agreement was included with the agenda item. However, the sample agreement did not include reference to Boynton Beach Utilities' standard contract documents, general conditions, special/supplemental conditions, technical specifications, or construction standards and details. Staff requests authorization for the City Manager to enter into agreements with the four (4) pre-qualified vendors to include these contract provisions.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

By utilizing the pre-qualified contractors to perform minor construction projects, the City will be assured that experienced utility contractors will complete the work as bid.

**FISCAL IMPACT:** Budgeted

There is no fiscal impact as a result of this approval. Individual projects will be authorized based upon the prevailing construction project financial guidelines.

**ALTERNATIVES:** Not approve the agreements.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Resolution	Resolution approving Agreements with pre-qualified vendors with specifications
▣ Agreement	Johnson-Davis Agreement
▣ Agreement	Giannetti Agreement
▣ Agreement	FL Design Drilling Agreement
▣ Agreement	Centerline Agreement

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**WHEREAS**, on August 6, 2019, the City Commission approved four (4) pre-qualified contractors to perform minor utility-related projects costing less than \$300,000; and

**WHEREAS**, the sample agreement previously approved did not include a reference to the City of Long Beach Utilities' standard contract documents, general conditions, supplemental conditions, technical specifications or construction standards and specifications;

**WHEREAS**, staff is requesting authorization for the City Manager to sign agreements with the four (4) pre-qualified vendors to include these contract provisions; and

WHEREAS, the City Commission of the City of Boynton Beach, upon recommendation of staff, hereby deems it to be in the best interests of the citizens and residents of the City of Boynton Beach, to approve and authorize the City Manager to sign agreements with the following vendors to include specific Utilities standard contract documents, general, conditions, supplemental conditions, technical specifications or construction standards or details with the following four (4) pre-qualified vendors: Johnson-Davis, Inc.; Centerline Utilities, Inc.; Gianetti Construction Corporation; and Florida Design Drilling Corporation in response to RFQ No. 2019-01-001-01, "RFQ 21-19/MFD "Pre-Qualification of Contractors for Minor Utility Construction Services" for minor utility projects up to \$300,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**

31 **THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

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

34 Section 2. The City Commission of the City of Boynton Beach, Florida does  
35 hereby approve and authorize the City Manager to sign agreements which include specific  
36 Utilities standard contract documents, general, conditions, special/supplemental conditions,  
37 technical specifications or construction standards or details with the four (4) pre-qualified  
38 vendors: Johnson-Davis, Inc.; Centerline Utilities, Inc.; Gianetti Contracting Corporation; and  
39 Florida Design Drilling Corporation in response to RFQ No. 028-2821-19/MFD "Pre-  
40 Qualification of Contractors for Minor Utility Construction Services" for utility projects up to  
41 \$300,000, copies of which are attached hereto as Composite Exhibit "A".

42 Section 3. This Resolution shall become effective immediately upon passage.

43  
44 **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

45	CITY OF BOYNTON BEACH, FLORIDA		
46		YES	NO
47			
48	Mayor – Steven B. Grant	_____	_____
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50	Vice Mayor – Justin Katz	_____	_____
51			
52	Commissioner – Mack McCray	_____	_____
53			
54	Commissioner – Christina L. Romelus	_____	_____
55			
56	Commissioner – Ty Penserga	_____	_____
57			
58		VOTE	_____

59 ATTEST:

60  
61  
62 \_\_\_\_\_  
63 Crystal Gibson, MMC  
64 City Clerk  
65  
66 (Corporate Seal)





## **AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CONTRACTORS FOR MINOR UTILITY CONSTRUCTION SERVICES**

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as “**the City**”, and **JOHNSON-DAVIS, INC.**, hereinafter referred to as “**CONTRACTOR**”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION:** The Contractor is retained by the City to perform minor construction services in connection with the **RFQ FOR PRE-QUALIFICATION OF CONTRACTORS FOR MINOR UTILITY CONSTRUCTION SERVICES; RFQ No.: 028-2821-19/MFD.**
2. **SCOPE OF SERVICES/PROCESS:** This Agreement applies to the performance of minor construction projects, which are those defined as under category five (fs.287.017) costing less than \$300,000.00 (three hundred thousand dollars). These minor construction projects shall be initiated by the City upon issuance of a solicitation, or task order and shall be advertised to all pre-qualified Contractors. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the solicitation, or task order. Projects will commence only upon issuance of a valid Purchase Order by the Finance Department and written Notice to Proceed from the Utilities Department. Emergency work may be assigned at the City’s discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR’S expertise, or competitive proposal submittal. The CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of “no bid.” If the CONTRACTOR fails to respond to more than three (3) consecutive requests, the firm shall be removed from the program, and all subsequent bidding opportunities under this contract.

The Documents hereinafter listed shall form the Contract and they are fully a part of the Contract as if attached hereto:

- 2.1 Invitation to Bid
- 2.2 Instructions to Bidders
- 2.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, and all required certificates, affidavits and other documentation.
- 2.4 Contractor’s Performance and Payment Bond
- 2.5 General Conditions for Construction
- 2.6 Special / Supplemental Conditions
- 2.7 Technical Specifications
- 2.8 City Construction Standards and Details (available online at: [www.boynton-beach.org/water-utilities/new-construction](http://www.boynton-beach.org/water-utilities/new-construction))
- 2.9 Drawings specific to each construction project

Work performed under this Contract shall be in accordance with this Boynton Beach Utilities Standard Contract and Construction Documents.

3. **PAYMENT:** The City will pay the CONTRACTOR for performance of the work performed under each solicitation, or task order that is completed in accordance with the solicitations, or task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted by the City.

- 3.1 Contractor shall submit Applications for Payment in accordance with the General Conditions. City will process Applications for Payment as provided in the General Conditions and as follows:
- 3.2 Payment for the work provided by CONTRACTOR shall be made within thirty (30) calendar days on all invoices submitted to the City properly, provided that the total amount of payment to CONTRACTOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.
- 3.3 The CONTRACTOR may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the CONTRACTOR in the amount approved.
- 3.4 CONTRACTOR may submit an Application for Payment or Progress Payments as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph 2.9.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
- 3.5 Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.
- 3.6 Contractor shall submit with each Application for Payment, and updated progress schedule acceptable to the CITY and a Warranty of Title/release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.
- 3.7 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by the CITY until fifty (50) percent completion of the construction services purchased (defined as that point at which fifty (50) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached in accordance with Florida Statutes 255.078).
- 3.8 After fifty (50) percent completion of the construction work purchased under the Contract has been reached, five (5) percent of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by CITY.
- 3.9 The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - a. Defective Work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
  - c. Failure of CONTRACTOR to make payments properly to

- SUBCONTRACTORS or for material or labor.
- d. Damage to another CONTRACTOR not remedied.
  - e. Liquidated Damages and costs incurred by the City for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of surety, satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

- 3.10 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by the City and/or Consultant as provided in paragraph 14.10.
4. **CONTRACTOR GUARANTEE:** CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.
5. **TIME FOR PERFORMANCE:** Work under this agreement shall commence upon written notice by the City to the CONTRACTOR to proceed. CONTRACTOR shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.
6. **TERM:** This Agreement shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for four (4) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period.**
8. **OWNERSHIP AND USE OF DOCUMENTS:** All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.
9. **COMPLIANCE WITH LAWS:** CONTRACTOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
- The CONTRACTOR'S records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
10. **INDEMNIFICATION:** In consideration of Twenty-Five Dollars (\$25.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its agents and employees, in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06. It is further the specific intent and

agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

- 11. INSURANCE:** The CONTRACTOR shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and CONTRACTOR liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement. Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

- 12. INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

- 13. COVENANT AGAINST CONTINGENT FEES:** The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 14. DISCRIMINATION PROHIBITED:** The CONTRACTOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

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

16. **NON-WAIVER:** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

17. **TERMINATION:**

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the CONTRACTOR.

b. In the event of the death of a member, partner or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the CONTRACTOR and the City, if the City so chooses.

18. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

19. **NOTICES:** Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, FL 33425-0310

Notices to CONTRACTOR shall be sent to the following:

Attention: Scott J. Johnson, President
Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana, FL 33462
Contact #: 561-588-1170
Email: <a href="mailto:sjohnson@johnsondavis.com">sjohnson@johnsondavis.com</a>

20. **INTEGRATED AGREEMENT:** This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and CONTRACTOR.

21. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a

copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**CRYSTAL GIBSON, CITY CLERK  
3301 QUANTUM BLVD. SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
[GIBSONC@BBFL.US](mailto:GIBSONC@BBFL.US)**

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.**



“This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.”

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Lori LaVerriere, City Manager

Attest/Authenticated:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

\_\_\_\_\_  
James A. Cherof, City Attorney

\_\_\_\_\_  
Secretary



## **AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CONTRACTORS FOR MINOR UTILITY CONSTRUCTION SERVICES**

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as “**the City**”, and **GIANNETTI CONTRACTING CORPORATION**, hereinafter referred to as “**CONTRACTOR**”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION:** The Contractor is retained by the City to perform minor construction services in connection with the **RFQ FOR PRE-QUALIFICATION OF CONTRACTORS FOR MINOR UTILITY CONSTRUCTION SERVICES; RFQ No.: 028-2821-19/MFD.**
2. **SCOPE OF SERVICES/PROCESS:** This Agreement applies to the performance of minor construction projects, which are those defined as under category five (fs.287.017) costing less than \$300,000.00 (three hundred thousand dollars). These minor construction projects shall be initiated by the City upon issuance of a solicitation, or task order and shall be advertised to all pre-qualified Contractors. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the solicitation, or task order. Projects will commence only upon issuance of a valid Purchase Order by the Finance Department and written Notice to Proceed from the Utilities Department. Emergency work may be assigned at the City’s discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR’S expertise, or competitive proposal submittal. The CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of “no bid.” If the CONTRACTOR fails to respond to more than three (3) consecutive requests, the firm shall be removed from the program, and all subsequent bidding opportunities under this contract.

The Documents hereinafter listed shall form the Contract and they are fully a part of the Contract as if attached hereto:

- 2.1 Invitation to Bid
- 2.2 Instructions to Bidders
- 2.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, and all required certificates, affidavits and other documentation.
- 2.4 Contractor’s Performance and Payment Bond
- 2.5 General Conditions for Construction
- 2.6 Special / Supplemental Conditions
- 2.7 Technical Specifications
- 2.8 City Construction Standards and Details (available online at: [www.boynton-beach.org/water-utilities/new-construction](http://www.boynton-beach.org/water-utilities/new-construction))
- 2.9 Drawings specific to each construction project

Work performed under this Contract shall be in accordance with this Boynton Beach Utilities Standard Contract and Construction Documents.

3. **PAYMENT:** The City will pay the CONTRACTOR for performance of the work performed under each solicitation, or task order that is completed in accordance with the solicitations, or task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted

by the City.

- 3.1 Contractor shall submit Applications for Payment in accordance with the General Conditions. City will process Applications for Payment as provided in the General Conditions and as follows:
- 3.2 Payment for the work provided by CONTRACTOR shall be made within thirty (30) calendar days on all invoices submitted to the City properly, provided that the total amount of payment to CONTRACTOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.
- 3.3 The CONTRACTOR may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the CONTRACTOR in the amount approved.
- 3.4 CONTRACTOR may submit an Application for Payment or Progress Payments as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph 2.9.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
- 3.5 Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.
- 3.6 Contractor shall submit with each Application for Payment, and updated progress schedule acceptable to the CITY and a Warranty of Title/release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.
- 3.7 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by the CITY until fifty (50) percent completion of the construction services purchased (defined as that point at which fifty (50) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached in accordance with Florida Statutes 255.078).
- 3.8 After fifty (50) percent completion of the construction work purchased under the Contract has been reached, five (5) percent of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by CITY.
- 3.9 The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - a. Defective Work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.

- c. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
- d. Damage to another CONTRACTOR not remedied.
- e. Liquidated Damages and costs incurred by the City for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of surety, satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

- 3.10 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by the City and/or Consultant as provided in paragraph 14.10.
4. **CONTRACTOR GUARANTEE:** CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.
  5. **TIME FOR PERFORMANCE:** Work under this agreement shall commence upon written notice by the City to the CONTRACTOR to proceed. CONTRACTOR shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.
  6. **TERM:** This Agreement shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for four (4) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period.**
  8. **OWNERSHIP AND USE OF DOCUMENTS:** All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.
  9. **COMPLIANCE WITH LAWS:** CONTRACTOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
- The CONTRACTOR'S records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
10. **INDEMNIFICATION:** In consideration of Twenty-Five Dollars (\$25.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its agents and employees, in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing

indemnification complies with Florida Statutes 725.06. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

- 11. INSURANCE:** The CONTRACTOR shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and CONTRACTOR liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement. Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

- 12. INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

- 13. COVENANT AGAINST CONTINGENT FEES:** The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 14. DISCRIMINATION PROHIBITED:** The CONTRACTOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

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

16. **NON-WAIVER:** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

17. **TERMINATION:**

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the CONTRACTOR.

b. In the event of the death of a member, partner or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the CONTRACTOR and the City, if the City so chooses.

18. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

19. **NOTICES:** Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, FL 33425-0310

Notices to CONTRACTOR shall be sent to the following:

Attention: Richard Gibbs III, President & Treasurer
Giannetti Contracting Corporation
1801 NW 18 <sup>th</sup> Street
Pompano Beach, FL 33069
Contact #: 954-972-8104
Email: <a href="mailto:richie@giannetticorp.com">richie@giannetticorp.com</a> ; <a href="mailto:bob@giannetticorp.com">bob@giannetticorp.com</a>

20. **INTEGRATED AGREEMENT:** This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and CONTRACTOR.

21. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a



copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**CRYSTAL GIBSON, CITY CLERK  
3301 QUANTUM BLVD. SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
[GIBSONC@BBFL.US](mailto:GIBSONC@BBFL.US)**

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.**

“This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.”

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Lori LaVerriere, City Manager

Attest/Authenticated:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

\_\_\_\_\_  
James A. Cherof, City Attorney

\_\_\_\_\_  
Secretary



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3. **PAYMENT:** The City will pay the CONTRACTOR for performance of the work performed under each solicitation, or task order that is completed in accordance with the solicitations, or task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted

by the City.

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- 3.7 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by the CITY until fifty (50) percent completion of the construction services purchased (defined as that point at which fifty (50) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached in accordance with Florida Statutes 255.078).
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4. **CONTRACTOR GUARANTEE:** CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.
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  6. **TERM:** This Agreement shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for four (4) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period.**
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- The CONTRACTOR'S records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
10. **INDEMNIFICATION:** In consideration of Twenty-Five Dollars (\$25.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its agents and employees, in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing

indemnification complies with Florida Statutes 725.06. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

- 11. INSURANCE:** The CONTRACTOR shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and CONTRACTOR liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

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- 12. INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

- 13. COVENANT AGAINST CONTINGENT FEES:** The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 14. DISCRIMINATION PROHIBITED:** The CONTRACTOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.



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

16. **NON-WAIVER:** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

17. **TERMINATION:**

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the CONTRACTOR.

b. In the event of the death of a member, partner or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the CONTRACTOR and the City, if the City so chooses.

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19. **NOTICES:** Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, FL 33425-0310

Notices to CONTRACTOR shall be sent to the following:

Attention: Jeffrey Holst, Senior Vice President
Florida Design Drilling Corporation
7733 Hooper Road
West Palm Beach, FL 33411
Contact #: 561-818-3228
Email: <a href="mailto:Jeff@fldrilling.com">Jeff@fldrilling.com</a>

20. **INTEGRATED AGREEMENT:** This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and CONTRACTOR.

21. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a

copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**CRYSTAL GIBSON, CITY CLERK  
3301 QUANTUM BLVD. SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
[GIBSONC@BBFL.US](mailto:GIBSONC@BBFL.US)**

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.**

“This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.”

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Lori LaVerriere, City Manager

Attest/Authenticated:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

\_\_\_\_\_  
James A. Cherof, City Attorney

\_\_\_\_\_  
Secretary



## **AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CONTRACTORS FOR MINOR UTILITY CONSTRUCTION SERVICES**

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as “**the City**”, and **CENTERLINE UTILITIES, INC.**, hereinafter referred to as “**CONTRACTOR**”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION:** The Contractor is retained by the City to perform minor construction services in connection with the **RFQ FOR PRE-QUALIFICATION OF CONTRACTORS FOR MINOR UTILITY CONSTRUCTION SERVICES; RFQ No.: 028-2821-19/MFD.**
2. **SCOPE OF SERVICES/PROCESS:** This Agreement applies to the performance of minor construction projects, which are those defined as under category five (fs.287.017) costing less than \$300,000.00 (three hundred thousand dollars). These minor construction projects shall be initiated by the City upon issuance of a solicitation, or task order and shall be advertised to all pre-qualified Contractors. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the solicitation, or task order. Projects will commence only upon issuance of a valid Purchase Order by the Finance Department and written Notice to Proceed from the Utilities Department. Emergency work may be assigned at the City’s discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR’S expertise, or competitive proposal submittal. The CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of “no bid.” If the CONTRACTOR fails to respond to more than three (3) consecutive requests, the firm shall be removed from the program, and all subsequent bidding opportunities under this contract.

The Documents hereinafter listed shall form the Contract and they are fully a part of the Contract as if attached hereto:

- 2.1 Invitation to Bid
- 2.2 Instructions to Bidders
- 2.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, and all required certificates, affidavits and other documentation.
- 2.4 Contractor’s Performance and Payment Bond
- 2.5 General Conditions for Construction
- 2.6 Special / Supplemental Conditions
- 2.7 Technical Specifications
- 2.8 City Construction Standards and Details (available online at: [www.boynton-beach.org/water-utilities/new-construction](http://www.boynton-beach.org/water-utilities/new-construction))
- 2.9 Drawings specific to each construction project

Work performed under this Contract shall be in accordance with this Boynton Beach Utilities Standard Contract and Construction Documents.

3. **PAYMENT:** The City will pay the CONTRACTOR for performance of the work performed under each solicitation, or task order that is completed in accordance with the solicitations, or task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted by the City.

- 3.1 Contractor shall submit Applications for Payment in accordance with the General Conditions. City will process Applications for Payment as provided in the General Conditions and as follows:
- 3.2 Payment for the work provided by CONTRACTOR shall be made within thirty (30) calendar days on all invoices submitted to the City properly, provided that the total amount of payment to CONTRACTOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.
- 3.3 The CONTRACTOR may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the CONTRACTOR in the amount approved.
- 3.4 CONTRACTOR may submit an Application for Payment or Progress Payments as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph 2.9.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
- 3.5 Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.
- 3.6 Contractor shall submit with each Application for Payment, and updated progress schedule acceptable to the CITY and a Warranty of Title/release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.
- 3.7 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by the CITY until fifty (50) percent completion of the construction services purchased (defined as that point at which fifty (50) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached in accordance with Florida Statutes 255.078).
- 3.8 After fifty (50) percent completion of the construction work purchased under the Contract has been reached, five (5) percent of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by CITY.
- 3.9 The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - a. Defective Work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
  - c. Failure of CONTRACTOR to make payments properly to

- SUBCONTRACTORS or for material or labor.
- d. Damage to another CONTRACTOR not remedied.
  - e. Liquidated Damages and costs incurred by the City for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of surety, satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

- 3.10 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by the City and/or Consultant as provided in paragraph 14.10.
4. **CONTRACTOR GUARANTEE:** CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.
5. **TIME FOR PERFORMANCE:** Work under this agreement shall commence upon written notice by the City to the CONTRACTOR to proceed. CONTRACTOR shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.
6. **TERM:** This Agreement shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for four (4) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period.**
8. **OWNERSHIP AND USE OF DOCUMENTS:** All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.
9. **COMPLIANCE WITH LAWS:** CONTRACTOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
- The CONTRACTOR'S records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
10. **INDEMNIFICATION:** In consideration of Twenty-Five Dollars (\$25.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its agents and employees, in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06. It is further the specific intent and



agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

- 11. INSURANCE:** The CONTRACTOR shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and CONTRACTOR liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement. Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

- 12. INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

- 13. COVENANT AGAINST CONTINGENT FEES:** The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 14. DISCRIMINATION PROHIBITED:** The CONTRACTOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

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

16. **NON-WAIVER:** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

17. **TERMINATION:**

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the CONTRACTOR.

b. In the event of the death of a member, partner or officer of the CONTRACTOR, or any of its supervisory personnel assigned to the project, the surviving members of the CONTRACTOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the CONTRACTOR and the City, if the City so chooses.

18. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

19. **NOTICES:** Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, FL 33425-0310

Notices to CONTRACTOR shall be sent to the following:

Attention: Randy Stringer, Vice President
Centerline Utilities, Inc.
2180 SW Poma Drive
Palm City, FL 34990
Contact #: 561-689-3917 x115
Email: <a href="mailto:randy@centerlineinc.com">randy@centerlineinc.com</a> ; <a href="mailto:neil@centerlineinc.com">neil@centerlineinc.com</a>

20. **INTEGRATED AGREEMENT:** This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and CONTRACTOR.

21. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a

copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**CRYSTAL GIBSON, CITY CLERK  
3301 QUANTUM BLVD. SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
[GIBSONC@BBFL.US](mailto:GIBSONC@BBFL.US)**

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.**

“This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.”

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Lori LaVerriere, City Manager

Attest/Authenticated:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

\_\_\_\_\_  
James A. Cherof, City Attorney

\_\_\_\_\_  
Secretary



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R20-004** - Amend the FY 2019-20 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the General Fund (001), Traffic Fund (103), Capital Improvement Funds (302 & 303), the Utility Capital Improvement Funds (403 & 404), and the Fleet Fund (501) for previous years Purchase Orders, unspent project budgets and transfer for Town Square improvement.

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### EXPLANATION OF REQUEST:

The FY 2019-20 Budget was adopted in September of 2019, before identifying all prior year CIP purchase orders - this occurs in late October thru December. As such, the FY 2019-20 Adopted Budget for various Capital Improvement Projects and the related account line items need to be adjusted to reflect outstanding FY18-19 purchase order encumbrances. This type of budget amendment is part of the annual budget process. The Budget adjustment will increase the Fund's total appropriation which requires City Commission approval.

The City's past practice for all City funds is that any operating budget and unspent appropriations are cancelled at the end of each fiscal year and the unspent money becomes part of the fund balance of each fund. Most capital projects span multiple years and continue into the following year. Under best budgeting practices and governmental accounting standards, we should re-appropriate these funds to provide the continued spending authority for these projects.

Accordingly, during FY 2019-20 budget modifications will be made to various Funds, see Exhibit A, staff is requesting Commission approval.

- The General Fund will be amended for Fund 001 from \$96,358,776 to \$96,437,589 due to prior year encumbrances for the Town Square Agreement.
- The Traffic Fund will be amended from \$1,356,009 to \$1,974,334 due to a transfer to the Capital Improvement Fund (302) for the Town Square improvement project.
- The Capital Improvement Fund will be amended for Fund 302 from \$1,375,102 to \$4,991,744 and Fund 303 will be amended from \$7,060,424 to \$9,366,412 all due to prior year encumbrances, available prior year project budgets, and Town Square improvements.
- The Water & Sewer Utility Capital Funds will be amended for Fund 403 from \$16,381,500 to \$30,960,339 and for Fund 404 from \$9,850,00 to \$14,591,275 due to both prior year encumbrances and prior year adopted budget.
- The Fleet Fund will be amended from \$8,962,586 to \$9,666,417 due to prior year encumbrances and prior year adopted budget.

### HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The City would continue to follow good and appropriate budgeting practices.

**FISCAL IMPACT:** See Exhibit A for a summary of the fiscal impact.

**ALTERNATIVES:** Do not approve Budget Amendment.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?**

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution Approving Budget Amendment for POs and Rollover Budget
<input type="checkbox"/> Attachment	FY 19-20 Budget Amendment for POs & Rollover Budget



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**WHEREAS**, a final budget was approved by the City Commission on September 17, 2019, for the fiscal year 2019-2020; and

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

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

Section 2. Hereby amending the appropriated FY 2019-2020 budget for the General Fund from \$96,358,776 to \$96,437,589.

Section 3.      Hereby amending the appropriated FY 2019-2020 budget for the Traffic Safety Fund from \$1,356,009 to \$1,974,334.

Section 4.        Hereby amending the appropriated FY 2019-2020 budget for the General Capital Improvement Capital Projects Fund from \$1,375,102 to \$4,991,744.

Section 5. Hereby amending the appropriated FY 2019-2020 budget for the Local Government Surtax Capital Projects Fund from \$7,060,424 to \$9,366,412.

Section 6. Hereby amending the appropriated FY 2019-2020 budget for the Water and Sewer Utility Capital Improvement Enterprise Fund from \$26,231,500 to \$45,551,614.

Section 7. Hereby amending the appropriated FY 2019-2020 budget for the Fleet

30 Fund from \$8,962,586 to \$9,666,417.

31 Section 8. A copy of such amendment and/or adjustment is attached hereto as  
32 Exhibit “A” and the appropriations set out therein for the fiscal year beginning October 1,  
33 2019 and ending September 30, 2020, to maintain and carry on the government of the City of  
34 Boynton Beach. Funds are hereby appropriated based on the revised amounts to various funds  
35 pursuant to the terms of the budget.

36 Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby  
37 repealed to the extent of such conflict.

38 Section 10. This Resolution shall become effective immediately upon passage.

39 **PASSED AND ADOPTED** this 7<sup>th</sup> day of January, 2020.

40 CITY OF BOYNTON BEACH, FLORIDA

41		YES	NO
42			
43			
44	Mayor – Steven Grant	_____	_____
45			
46	Vice Mayor – Justin Katz	_____	_____
47			
48	Commissioner – Mack McCray	_____	_____
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50	Commissioner – Christina L. Romelus	_____	_____
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52	Commissioner – Ty Penserga	_____	_____
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56	ATTEST:	VOTE	_____
57			
58			
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60 \_\_\_\_\_  
61 Crystal Gibson, MPA, MMC  
62 City Clerk  
63 (Corporate Seal)

CITY OF BOYNTON BEACH  
CAPITAL APPROPRIATION AMENDMENTS  
BUDGET YEAR 2019-20, Commission Meeting 1/7/20

Exhibit A

		PROJECT	PO	2019/20 ADOPTED	Amendment		2019/20 AMENDED		
						FY18/19 Rollover			
		NUMBER	#	BUDGET	Revenue	PO Accounts	Budget	BUDGET	Comments
<b>GENERAL FUND</b>									
001-0000-389-91-00	FUND BALANCE APPROPRIATED			1,286,655	78,813			1,365,468	
<b>Adopted Fund Total Revenues</b>				<b>96,358,776</b>	<b>78,813</b>		<b>0</b>	<b>96,437,589</b>	
001-1211-512.34-55	TOWN SQUARE AGREEMENT		171295	0		22,000		22,000	Straticon
001-1211-512.34-55	TOWN SQUARE AGREEMENT		171333	0		56,813		56,813	Stantec
<b>Adopted Fund Total Expenses</b>				<b>96,358,776</b>		<b>78,813</b>	<b>0</b>	<b>96,437,589</b>	
<b>TRAFFIC FUND</b>									
103-0000-389-91-00	FUND BALANCE APPROPRIATED			195,009	618,325			813,334	
<b>Adopted Fund Total Revenues</b>				<b>1,356,009</b>	<b>618,325</b>		<b>0</b>	<b>1,974,334</b>	
103-2110-521.91-31	TRANSFER TO GENERAL GOVT CAPITAL FUND			0			618,325	618,325	
<b>Adopted Fund Total Expenses</b>				<b>1,356,009</b>			<b>618,325</b>	<b>1,974,334</b>	
<b>CAPITAL IMPROVEMENT FUND</b>									
302-0000-381-01-03	TRANSFR FROM/TRAFFIC FUND			0	618,325			618,325	tied to Dougherty Funding
302-0000-389-91-00	FUND BALANCE APPROPRIATED			174,965	2,998,317			3,173,282	tied to Dougherty Funding
<b>Adopted Fund Total Revenues</b>				<b>1,375,102</b>	<b>3,616,642</b>		<b>0</b>	<b>4,991,744</b>	
302-4102-580.64-15	COMPUTER EQUIPMENT	IT1801		0		0	95,000	95,000	
302-4121-580.63-00	IMPROVEMENTS OTHER THAN BLDG	TSHS01	181254	0		2,365,943		2,365,943	Straticon
302-4121-580.63-00	IMPROVEMENTS OTHER THAN BLDG	TSHS01	191011	2,365,943		290,852		2,656,795	E2L Real Estates
302-4121-580.63-00	IMPROVEMENTS OTHER THAN BLDG	TSHS01		2,656,795		0	618,325	3,275,120	
302-4218-572.63-05	PARKS IMPROVEMENTS	RP1820	191351	45,000		2,625	95,000	142,625	Alpha Fence Specialist
302-4218-572.63-05	PARKS IMPROVEMENTS	RP1820	190577	142,625		2,550		145,175	Avirom & Associates
302-4218-572.63-05	PARKS IMPROVEMENTS	RP1820	190908	145,175		49,444		194,619	Cintel LLC
302-4218-572.63-05	PARKS IMPROVEMENTS	RP1820	191326	194,619		3,600		198,219	TJ Bowles Electric
302-4218-572.63-05	PARKS IMPROVEMENTS	RP1873	191023	198,219		38,452		236,672	McConnie Fence
302-4238-572.63-00	IMPROVEMENTS OTHER THAN BLDG	RP1801	181008	0		4,850		4,850	CR Dunn Inc.
302-4501-572.62-01	GOLF COURSE IMPROVEMENTS	GF1804		420,000		0	50,000	470,000	
<b>Adopted Fund Total Expenses</b>				<b>1,375,102</b>		<b>2,758,317</b>	<b>858,325</b>	<b>4,991,744</b>	
303-0000-389-91-00	FUND BALANCE APPROPRIATED			5,633,335	2,305,988			7,939,323	
<b>Adopted Fund Total Revenues</b>				<b>7,060,424</b>	<b>2,305,988</b>		<b>0</b>	<b>9,366,412</b>	
303-4101-580-62-01	BUILDING IMPROVEMENTS	GG1901	191334	285,000		8,921		293,921	Eagle Painting
303-4101-580-62-01	BUILDING IMPROVEMENTS	GG1901	191323	293,921		950		294,871	E&F Florida
303-4101-522-62-01	BUILDING IMPROVEMENTS						29,000	29,000	
303-4101-580-64-15	COMPUTER EQUIPMENT	IT1806	190637	762,000		200		762,200	Globaltech Inc.
303-4101-580-64-15	COMPUTER EQUIPMENT			762,000			105,400	867,400	Globaltech Inc.
303-4103-580-63-15	GROUPS IMPROVEMENTS	GG1801		500,000			108,000	608,000	
303-4104-572-64-14	COMPUTER SOFTWARE			0			51,000	51,000	
303-4111-572-62-01	BUILDING IMPROVEMENTS	RP1909	190450	750,000		8,000		758,000	E&F Florida
303-4113-572-62-01	BUILDING IMPROVEMENTS	RP1804	191323	0		1,730		1,730	Anzco
303-4113-572-63-05	PARKS IMPROVEMENTS	RP1814	191407	0		900	9,100	10,000	Eagle Painting
303-4115-572-63-05	PARKS IMPROVEMENTS	RP1907	191348	0		17,420	5,500	22,920	West Architectur
303-4115-572-62-01	BUILDING IMPROVEMENTS			22,920			5,000	27,920	
303-4115-572-63-03	AMERICAN DISABILITIES ACT			0			5,000	5,000	
303-4116-580-62-03	BUILDING IMPROVEMENTS			72,000		0	55,000	127,000	
303-4116-580-62-03	AMERICAN DISABILITIES ACT	GG1836	191148	225,863		10,925		236,788	Johnson-Laux Con
303-4116-580-49-17	OTHER CONTRACTUAL SRVS	GG1842	191268	0		18,820		18,820	West Architectur
303-4116-580-49-17	OTHER CONTRACTUAL SRVS	GG1842	191269	0		12,349		12,349	Wantman Group
303-4126-522-62-01	BUILDING IMPROVEMENTS			0			25,000	25,000	
303-4130-580-63-00	IMPVTS OTHER THAN BLDGS.			0			10,000	10,000	
303-4130-580-62-03	AMERICAN DISABILITIES ACT			0			4,000	4,000	
303-4209-572-62-01	BUILDING IMPROVEMENTS			250,000			267,099	517,099	
303-4209-572-63-05	PARKS IMPROVEMENTS	RP1826	190745	628,500		22,228		650,728	Trident Surfacing
303-4209-572-63-05	PARKS IMPROVEMENTS	RP1908	191313	650,728		6,800		657,528	E&F Florida
303-4209-572-63-15	GROUPS IMPROVEMENTS	RP1819	190554	0		13,071		13,071	Gentile Glas Holloway
303-4209-572-63-18	AIR CONDITIONERS			25,250		0	6,800	32,050	
303-4210-572-63-05	PARKS IMPROVEMENTS	RP1850	191161	35,000		34,846		69,846	Atlantic Southern Paving
303-4210-572-63-05	BUILDING IMPROVEMENTS	RP1802	191334	69,846		5,772		75,618	Eagle Painting
303-4210-572-62-03	AMERICAN DISABILITIES ACT			75,618		0	7,000	82,618	
303-4210-572-63-05	PARKS IMPROVEMENTS			82,618		0	30,000	112,618	
303-4210-572-63-50	PUBLIC ART			112,618		0	2,000	114,618	

CITY OF BOYNTON BEACH  
CAPITAL APPROPRIATION AMENDMENTS  
BUDGET YEAR 2019-20, Commission Meeting 1/7/20

Exhibit A

		PROJECT	PO	2019/20	Revenue	Amendment	2019/20	Comments
				ADOPTED		FY18/19 Rollover	AMENDED	
				BUDGET		Budget	BUDGET	
		NUMBER	#					
303-4211-572-62-01	BUILDING IMPROVEMENTS	RP1862	191277	25,000		9,042	34,042	Alexis Knight
303-4211-572-62-01	BUILDING IMPROVEMENTS	RP1957	191386	34,042		7,445	41,487	Wantman Group
303-4211-572-62-01	BUILDING IMPROVEMENTS			41,487			48,987	
303-4212-572-62-01	BUILDING IMPROVEMENTS			0			3,000	
303-4214-572-63-00	IMPROVEMENTS OTHER THAN BLDGS	RP1815	191193	0		5,923	5,923	E&F Florida
303-4216-572-63-05	PARKS IMPROVEMENTS	RP1845	190851	112,000		4,037	116,037	Gentile Glas Holloway
303-4216-572-63-05	PARKS IMPROVEMENTS	RP1846	191341	116,037		7,900	123,937	E&F Florida
303-4216-572-63-05	PARKS IMPROVEMENTS			123,937		0	127,780	
303-4218-572-63-05	PARKS IMPROVEMENTS	RP1875	181340	0		508	508	RCP Shelters
303-4218-572-63-05	PARKS IMPROVEMENTS	RP1820	190829	0		2,404	2,404	Atlantic Southern Paving
303-4220-580-62-01	BUILDING IMPROVEMENTS			0			51,000	
303-4223-572-62-01	BUILDING IMPROVEMENTS			0			87,500	
303-4223-572-62-03	AMERICAN DISABILITIES ACT			0			25,000	
303-4225-580-62-01	BUILDING IMPROVEMENTS	RP1901	191172	0		28,900	28,900	Anzco, Inc
303-4225-522-62-01	BUILDING IMPROVEMENTS			28,900			48,900	
303-4227-572-62-01	BUILDING IMPROVEMENTS			0			7,500	
303-4227-572-63-05	PARKS IMPROVEMENTS			0			27,000	
303-4227-572-62-03	AMERICAN DISABILITIES ACT			0			16,438	
303-4232-572-63-05	PARKS IMPROVEMENTS			0			6,000	
303-4232-572-62-03	AMERICAN DISABILITIES ACT			0			7,000	
303-4234-572-62-01	BUILDING IMPROVEMENTS			0			5,000	
303-4234-572-62-03	AMERICAN DISABILITIES ACT			0			29,145	
303-4235-572-62-01	BUILDING IMPROVEMENTS			0			44,000	
303-4236-572-63-05	PARKS IMPROVEMENTS	RP1808	191377	0		4,566	4,566	Atlantic Southern Paving
303-4236-572-64-04	PLAYGROUND EQUIPMENT	RP1810	191401	0		1,070	11,070	Eagle Painting
303-4237-572-63-05	PARKS IMPROVEMENTS	RP1830	191356	0		1,642	5,142	Atlantic Southern Paving
303-4299-580-63-06	SIGNS	GG1820	190987	75,000		68,119	173,119	Don Bell Signs
303-4904-541-63-03	AMERICAN DISABILITIES ACT	TR1701	181081	150,000		167,326	317,326	Ric-Man International
303-4904-541-63-03	AMERICAN DISABILITIES ACT	TR1701	190688	317,326		18	317,344	Calvin, Giordano Assoc
303-4904-541-63-03	AMERICAN DISABILITIES ACT			317,344			466,344	
303-4904-541-63-24	SIDEWALK	CP0263	190256	200,000		5,359	205,359	Atlantic Southern Paving
303-4904-541-63-24	SIDEWALK	CP0263	190906	205,359		4,727	210,086	Atlantic Southern Paving
303-4904-541-63-24	SIDEWALK	CP0263	191000	210,086		24,365	234,451	Atlantic Southern Paving
303-4904-541-63-24	SIDEWALK	CP0263	191404	234,451		19,500	253,951	Atlantic Southern Paving
303-4904-541-63-24	SIDEWALK	CP0263	180636	253,951		25,364	279,315	Cobra Construction Inc.
303-4904-541-63-24	SIDEWALK	CP0263	181081	279,315		47,286	326,600	Ric-Man International
303-4904-541-63-24	SIDEWALK			326,600			135,000	
303-4905-580-63-08	STREET IMPROVEMENT	CP0266	190829	950,000		17,139	967,139	Atlantic Southern Paving
303-4905-580-63-08	STREET IMPROVEMENT	CP0266	191171	967,139		5,595	972,734	Atlantic Southern Paving
303-4905-580-63-08	STREET IMPROVEMENT	CP0266	191404	972,734		60,735	1,033,469	Atlantic Southern Paving
303-4905-580-63-08	STREET IMPROVEMENT	CP0266	190708	1,033,469		20,899	1,054,368	Kimley Horn
303-4905-580-63-08	STREET IMPROVEMENT	CP0266	190885	1,054,368		45,770	1,100,138	Matthews Consulting
303-4905-580-63-08	STREET IMPROVEMENT	CP0266	191403	1,100,138		5,280	1,105,418	Whidden Surveying
303-4905-580-63-08	STREET IMPROVEMENT	TR1601	181055	1,105,418		27,812	1,133,230	R&D Paving
303-4905-580-63-08	STREET IMPROVEMENT			1,133,230			1,265,230	
Adopted Fund Total Expenses				7,060,424		781,663	1,524,325	9,366,412

CITY OF BOYNTON BEACH  
CAPITAL APPROPRIATION AMENDMENTS  
BUDGET YEAR 2019-20, Commission Meeting 1/7/20

Exhibit A

		PROJECT	PO	2019/20 ADOPTED	Amendment		2019/20 AMENDED		
		NUMBER	#	BUDGET	Revenue	FY18/19 Rollover PO Accounts	Budget	BUDGET	Comments
UTILITY FUND CAPITAL IMPROVEMENT FUND									
403-0000-381.04-09	UTILITY BOND 2016			1,600,000	4,771,694			6,371,694	
403-0000-389-92.00	NET ASSETS APPROPRIATED			7,781,500	9,807,145			17,588,645	
Adopted Fund Total Revenues				16,381,500	14,578,839			30,960,339	
403-5000-533.31-90	OTHER PROFESSIONAL SRVS	WTR134	191389	0		46,697		46,697	CDM Smith, Inc
403-5000-533.65-02	R&R - WATER	WTR138	180499	8,806,500		2,500		8,809,000	Crown Castle USA
403-5000-533.65-02	R&R - WATER	WTR008	180506	8,809,000		54,134		8,863,134	Johnson-Laux Con
403-5000-533.65-02	R&R - WATER	WTR138	180981	8,863,134		23,355		8,886,489	Utility Metering Solutions
403-5000-533.65-02	R&R - WATER	WTR008	181123	8,886,489		4,115		8,890,604	Johnson Controls
403-5000-533.65-02	R&R - WATER	WTR138	190621	8,890,604		10,540		8,901,144	Crown Castle
403-5000-533.65-02	R&R - WATER	WTR075	190634	8,901,144		210		8,901,354	AMPS, Inc.
403-5000-533.65-02	R&R - WATER	WRT020	190724	8,901,354		65,546		8,966,900	CH2M Hill
403-5000-533.65-02	R&R - WATER	UC1802	190782	8,966,900		32,132		8,999,033	Arcadis US Inc
403-5000-533.65-02	R&R - WATER	WT1802	190825	8,999,033		33,244		9,032,277	Globaltech Inc
403-5000-533.65-02	R&R - WATER	WTR075	190835	9,032,277		1,246		9,033,523	AMPS, Inc.
403-5000-533.65-02	R&R - WATER	WTR022	190848	9,033,523		125,130		9,158,653	Globaltech Inc
403-5000-533.65-02	R&R - WATER	WT1902	191014	9,158,653		42,883		9,201,536	CH2M Hill Engineers
403-5000-533.65-02	R&R - WATER	WTR020	191041	9,201,536		500		9,202,036	FL Design Drilling
403-5000-533.65-02	R&R - WATER	WTR075	191042	9,202,036		83,450		9,285,486	CROM Coatings
403-5000-533.65-02	R&R - WATER	WTR008	191387	9,285,486		15,000		9,300,486	Anzco, Inc
403-5000-533.65-02	R&R - WATER	WTR105	191388	9,300,486		143,000		9,443,486	Carollo Engineers
403-5000-533.65-02	R&R - WATER	WTR138	180499	9,443,486		2,500		9,445,986	Crown Castle
403-5000-533.65-02	R&R - WATER			9,445,986		0	4,703,452	14,149,438	
403-5000-535.65-04	R&R - SEWER	SW1602	161320	3,810,000		24,985		3,834,985	Globaltech Inc.
403-5000-535.65-04	R&R - SEWER	TR1601	181055	3,834,985		5,010		3,839,995	R&D Paving
403-5000-535.65-04	R&R - SEWER	SW1901	190664	3,839,995		86,591		3,926,585	CDM Constructors
403-5000-535.65-04	R&R - SEWER	SWR064	191121	3,926,585		180,445		4,107,030	Carollo Engineers
403-5000-535.65-04	R&R - SEWER	SWR111	191205	4,107,030		252,552		4,359,582	TAW Power Systems
403-5000-535.65-04	R&R - SEWER	SW1903	191304	4,359,582		153,520		4,513,102	CDM Smith, Inc
403-5000-535.65-04	R&R - WATER			4,513,102		0	3,095,334	7,608,436	
403-5000-536.31-90	OTHER PROFESSIONAL SRVS	US1701	190307	200,000		64		200,064	Carollo Engineers
403-5000-536.31-90	OTHER PROFESSIONAL SRVS	UC1804	190628	200,064		59,306		259,370	Carollo Engineers
403-5000-535.31-90	OTHER PROFESSIONAL SRVS			259,370		0	50,000	309,370	Carollo Engineers
403-5000-536.31-90	OTHER PROFESSIONAL SRVS			309,370		0	215,100	524,470	Carollo Engineers
403-5000-538.65-09	R&R - STORMWATER	STM031	190478	1,750,000		21,556		1,771,556	CDM Constructors
403-5000-538.65-09	R&R - STORMWATER	UC1802	190782	1,771,556		96,397		1,867,953	Arcadis US Inc
403-5000-538.65-09	R&R - STORMWATER	STM031	190915	1,867,953		43,947		1,911,900	Instituform Tech
403-5000-538.65-09	R&R - STORMWATER	STM031	190963	1,911,900		37,419		1,949,319	Johnson-Davis
403-5000-538.65-09	R&R - STORMWATER	UC1802	191253	1,949,319		34,913		1,984,231	The Merchant
403-5000-538.65-09	R&R - STORMWATER	STM031	191303	1,984,231		60,374		2,044,605	CDM Smith, Inc
403-5016-533.65-02	R&R - WATER	WTR106	181081	0		1,171,944		1,171,944	Ric-Man International, Inc.
403-5016-533.65-02	R&R - WATER	WT1605	191150	1,171,944		46,066		1,218,010	The Haskell Comp
403-5016-533.65-02	R&R - WATER	WTR106	191280	1,218,010		28,700		1,246,710	The Merchant
403-5016-533.65-02	R&R - WATER	WT1603	191281	1,246,710		20,000		1,266,710	Killebrew Inc.
403-5016-533.65-02	R&R - WATER			1,266,710		0	800,000	2,066,710	
403-5016-538.65-09	R&R - STORMWATER	STM032	181081	900,000		2,704,984		3,604,984	Ric-Man International, Inc.
Adopted Fund Total Expenditures				16,381,500	0	5,714,953	8,863,886	30,960,339	

CITY OF BOYNTON BEACH  
CAPITAL APPROPRIATION AMENDMENTS  
BUDGET YEAR 2019-20, Commission Meeting 1/7/20

Exhibit A

	PROJECT	PO	2019/20 ADOPTED	Revenue	Amendment PO Accounts	FY18/19 Rollover Budget	2019/20 AMENDED BUDGET	Comments
	NUMBER	#	BUDGET					
<b>UTILITY FUND CAPITAL IMPROVEMENT FUND</b>								
404-0000-381.04-09	UTILITY BOND 2016		3,500,000	1,261,420			4,761,420	
404-0000-381.04-18	UTILITY BOND 2018		0	1,624,912			1,624,912	
404-0000-389-92.00	NET ASSETS APPROPRIATED		4,350,000	1,854,943			6,204,943	
<b>Adopted Fund Total Revenues</b>			<b>9,850,000</b>	<b>4,741,275</b>			<b>14,591,275</b>	
404-5000-533.65-01	WATER	WT1901	190351	2,900,000	301,225	0	3,201,225	The Haskell Comp
404-5000-533.65-01	WATER			3,201,225	0	0	3,201,225	
404-5000-535.65-03	SEWER	SW1802	190850	3,450,000	17,854	0	3,467,854	AECOM Technical Services
404-5000-535.65-03	SEWER	SW1802	181081	3,467,854	1,535,864	0	5,003,718	Ric-Man International
404-5016-533.65-01	R&R - WATER			500,000	0	307,769	807,769	
404-5016-533.65-03	R&R - WATER	SW1902		1,000,000	0	953,651	1,953,651	
404-5018-533.65-01	WATER	WT1703	190351	0	657,700	950,000	1,607,700	The Haskell Comp
404-5018-533.65-01	WATER	WT1703	191011	0	17,212	0	17,212	E2L Real Estates Solutions
<b>Adopted Fund Total Expenditures</b>			<b>9,850,000</b>	<b>2,529,855</b>	<b>2,211,420</b>		<b>14,591,275</b>	
Utility Totals			26,231,500				45,551,614	
<b>FLEET FUND</b>								
501-0000-389-92.00	NET ASSETS APPROPRIATED		726,978	703,831			1,430,809	
<b>Adopted Fund Total Revenues</b>			<b>8,962,586</b>	<b>703,831</b>			<b>9,666,417</b>	
501-2516-519.64-33	VEHICLE PURCHASES		180617	4,769,924	1,689		4,771,613	Alan Jay Chervrolet
501-2516-519.64-33	VEHICLE PURCHASES		181190	4,771,613	833		4,772,446	Alan Jay Chervrolet
501-2516-519.64-33	VEHICLE PURCHASES		191327	4,772,446	32,782		4,805,228	Alan Jay Chervrolet
501-2516-519.64-33	VEHICLE PURCHASES		190643	4,805,228	158,755		4,963,983	Altec Industries
501-2516-519.64-33	VEHICLE PURCHASES		180824	4,963,983	1,000		4,964,983	Coggin Ford
501-2516-519.64-33	VEHICLE PURCHASES		180825	4,964,983	1,323		4,966,306	Coggin Ford
501-2516-519.64-33	VEHICLE PURCHASES		170805	4,966,306	520		4,966,826	Duval Ford
501-2516-519.64-33	VEHICLE PURCHASES		190543	4,966,826	42,430		5,009,256	Duval Ford
501-2516-519.64-33	VEHICLE PURCHASES		190641	5,009,256	114,097		5,123,353	Duval Ford
501-2516-519.64-33	VEHICLE PURCHASES		190638	5,123,353	30,578		5,153,931	Prestige Ford
501-2516-519.64-33	VEHICLE PURCHASES		180857	5,153,931	317,300		5,471,231	REV RTC, Inc.
501-2516-519.64-33	VEHICLE PURCHASES		171252	5,471,231	2,524		5,473,755	Sutphen Corp
<b>Adopted Fund Total Expenditures</b>			<b>8,962,586</b>	<b>703,831</b>	<b>0</b>		<b>9,666,417</b>	





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Approve revisions to the Fiscal Year 2019-2020 approved surtax projects.

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**EXPLANATION OF REQUEST:**

The City Commission approved a list of projects for FY 19/20 to be paid with Government Surtax funds in September 2019. In accordance with the City's Resolution R16-071, which is an Interlocal agreement with PBC and Palm Beach County Schools pertaining to shared distribution and use of the surtax funds the project list that the Commission adopted can be revised by the governing board.

The City of Boynton Beach Capital Improvement Plan is largely funded by taxpayer approved sales tax funds (Surtax). Each community must account for the use of these funds to ensure their use is consistent with law and the intent of the voters. Each quarter the city will be providing a global update on the status of projects funded with Surtax revenues.

However, on a much smaller scale it is recognized that some projects were added and/or changed since the initial inspection of the City facilities.

Therefore, it is necessary to add projects as they occur during the fiscal year. These additions are to ensure consistency of review by the City Commission and the City's Citizen Surtax Oversight Committee.

To that end, staff will be providing additional project requests throughout the course of the year. In fact, these adjustments may occur on each future Commission meeting.

Attached please find modifications to existing projects with proposed budget dollars. All projects will be funded by making budget adjustments with existing Surtax dollar projects.

Based on the overall savings and the estimated budget for the new project there is no need for a budget amendment rather adjustments to currently approved projects and the addition of two projects in the FY 19/20 budget.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** Facility maintenance work is critical to keep, restore or improve every part of a Facility/Building to a currently acceptable standard.

**FISCAL IMPACT:** Budgeted The project budget adjustments merely recognize actual costs on a project level. The entire Surtax Capital Budget will always be neutral unless changed through a formal budget amendment process.

**ALTERNATIVES:** None

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Amendment	CIP Amendment

## Fiscal Year 2019-20 Surtax Dollars Project (Request for Project Budget Adjustment)

Assigned Project #	Project Location	Approved Project Account	Approved Project Budget Amount	Funds Available for Use Elsewhere
RP2005	Meadows Park - Site Improvements (Design)	303-4216-572.62.01	\$ 150,000.00	\$ 50,000.00
	<i>Design costs came in under budget.</i>			
RP1855	Oyer Park - Shade Sails	303-4211-572-63.05	\$ 15,000.00	\$ 15,000.00
	<i>Project being pushed out based on condition of sails.</i>			
RP1822	Intracoastal Park - Refrubish Restroom	303-4223-572.62.01	\$ 50,000.00	\$ 12,000.00
	<i>Project compelted with inhouse staff</i>			

Total Savings from Approved Projects      \$ 77,000.00

Assigned Project #	Project Location	Approved Project Account	Approved Project Budget Amount	Increase Existing Project(s)
RP1862	Oyer Park - Ramp Assessment (Design) (Phase 1 & 2)	303-4211-572.62-01	\$ 25,000.00	\$ 77,000.00
	<i>Project is being accelerated from FY 20/21. Consultant and staff have identified grant funding which must be submitted by March 2020, hence need to accellerate deisgn and permitting.</i>			

Total Increased Cost For Existing Projects      \$ 77,000.00

Total Savings from Approved Projects      \$ 77,000.00

Total Increase for Existing Projects      \$ 77,000.00



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**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 January 07, 2020- "Request for Extensions and/or Piggybacks."

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**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
Vazza Cleaning Corporation	Janitorial Services for Utilities Department	001-2821-17/JMA	February 1, 2020 thru January 31, 2021	\$24,050 Annually
Zalman Law, P.A.	Special Magistrate Services for Community Standards	005-2120-18/IT	January 19, 2020 thru January 20, 2021	\$9,500 Annually

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**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:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	Zalman Renewal
<input type="checkbox"/> Addendum	Zalman, 2020
<input type="checkbox"/> Addendum	BBFL contract renewal 2020
<input type="checkbox"/> Attachment	REQUEST FOR BID EXTENSIONS 1-07-20 RW

# 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

December 19, 2019

**RFQ: SPECIAL MAGISTRATE SERVICES FOR COMMUNITY STANDARDS**

**RFQ.: 005-2120-18/IT**

Agreement between the City of Boynton Beach and **ZALMAN LAW, P.A.:**

**CONTRACT RENEWAL TERM: JANUARY 19, 2020 TO JANUARY 18, 2021**



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

No, I do not wish to renew the contract for the following reason(s) \_\_\_\_\_

**ZALMAN LAW, P.A.**

NAME OF COMPANY

HILARY ZALMAN  
NAME OF REPRESENTATIVE  
(please print)

12-19-19  
DATE

HRZ@ZalmanLawFirm.com  
E-MAIL

SIGNATURE

Special Magistrate  
TITLE  
Director of Zalman Law, P.A.

561.716.3327  
(AREA CODE) TELEPHONE NUMBER





**Zalman Law, P.A.**  
ATTORNEY & COUNSELOR

7050 Montrico Drive, Boca Raton, Florida 33433  
Tel. 561.826.4273 Fax. 888.628.2038

Hilary R. Zalman, Esq.  
HRZ@ZalmanLawFirm.com  
Admitted in Florida & California

December 19, 2019

*Sent Via Email To: Marmer, Eric MarmerE@bbfl.us*

City of Boynton Beach  
Finance/ Procurement Services  
Attn.: Mr. Eric Marmer and Ms. Mara Frederikson  
PO Box 310  
Boynton Beach, Florida 33425-0310

**RE: SPECIAL MAGISTRATE SERVICES FOR COMMUNITY STANDARDS**

Dear Ms. Frederiksen, Mr. Marmer and Financial Services Team.

Thank you kindly for your consideration and offer of renewal of the current contract.  
I am honored to continue to be of service as Special Magistrate in Boynton Beach.

Please find attached executed contract renewal.

Very Truly Yours,

/s Hilary R. Zalman  
Hilary R. Zalman, Esq.  
for Zalman Law Firm, P.A.

# 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

**Bid No. 001-2821-17/JMA FOR JANITORIAL SERVICES FOR THE UTILITIES DEPARTMENT**

**CONTRACT RENEWAL PERIOD: FEBRUARY 1, 2020 THRU JANUARY 31, 2021**

☒ Yes, I agree to renew the existing agreement with the same Terms and Conditions for the renewal period of February 1, 2020 thru January 31, 2021.

☐ No, I do not wish to renew the agreement for the following reason(s): \_\_\_\_\_

**VAZZA CLEANING CORP.**

NAME OF COMPANY

Tonny Coelho  
NAME OF REPRESENTATIVE  
(Please print)

12/20/19  
DATE

vazzacleaning@aol.com  
E-MAIL ADDRESS

SIGNATURE

President  
TITLE

(561) 766-2247  
(AREA CODE) TELEPHONE NUMBER



CITY OF BOYNTON BEACH  
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS  
January 07, 2020

---

**REQUESTING DEPARTMENT: UTILITIES**  
**DEPARTMENT CONTACT: JOSEPH PATERNITI JR.**  
**TERM: February 1, 2020 thru January 31, 2021**  
**SOURCE FOR PURCHASE: City Bid No. 001-2821-17/JMA**  
**ACCOUNT NUMBER: N/A**  
**VENDOR(S): Vazza Cleaning Corporation**  
**ANNUAL ESTIMATED EXPENDITURE: \$24,050**  
**DESCRIPTION:**

The current janitorial services contract was for a two (2) year term that ended on January 31, 2019 and has the option for three (3), one (1) year renewals. RESOLUTION NO. R19-003 authorized the City Manager to sign an Amendment to the Contract with Vazza Cleaning Corporation of Royal Palm Beach, Florida for Bid No. 001-2821-17/JMA for Janitorial Services for the Utilities Department for the period of February 1, 2019 thru January 31, 2020, for an estimated annual expense of \$24,050. The vendor has agreed to renew the existing agreement with the same Terms and Conditions for the renewal period of February 1, 2020 thru January 31, 2021.

**REQUESTING DEPARTMENT: COMMUNITY STANDARDS**  
**DEPARTMENT CONTACT: ADAM TEMPLE**  
**TERM: January 19, 2020 thru January 18, 2021**  
**SOURCE FOR PURCHASE: City RFQ No. 005-2120-18/IT**  
**ACCOUNT NUMBER: 001-2211-522-49-17**  
**VENDOR(S): ZALMAN LAW, P.A.**  
**ANNUAL ESTIMATED EXPENDITURE: \$9,500**  
**DESCRIPTION:**

On January 19, 2018, City Commission approved a one-year award to Zalman Law, P.A. for special magistrate services for community standard. The Contract allows for three (3) additional one-year renewal options with the same prices, terms and conditions. The vendor has agreed to renew the Contract for the first second-year renewal option thru January 18, 2021.



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Approve minutes from the City Commission meetings on December 3, 2019 and December 17, 2019.

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**EXPLANATION OF REQUEST:**

The City Commission met on December 3, 2019 and December 17, 2019 and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

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

**FISCAL IMPACT:** 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?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Minutes	Minutes 12-03-2019
<input type="checkbox"/> Minutes	Minutes 12-17-2019

**MINUTES OF THE CITY COMMISSION MEETING HELD IN THE  
INTRACOASTAL PARK CLUBHOUSE  
2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA  
ON TUESDAY, DECEMBER 3, 2019, AT 6:30 P.M.**

---

**PRESENT:**

Steven B. Grant, Mayor

Justin Katz, Vice Mayor

Mack McCray, Commissioner

Christina L. Romelus, Commissioner

Ty Penserga, Commissioner

Lori LaVerriere, City Manager

James Cherof, City Attorney

Crystal Gibson, City Clerk

**1. OPENINGS**

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:30 p.m.

Invocation – Mayor Steven B. Grant.

Mayor Grant gave the invocation

Pledge of Allegiance to the Flag led by Mayor Steven B. Grant

Roll Call

City Clerk Gibson called the roll. There was a quorum.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to moved Agenda Items 9 C. and 9A. before Administrative.

2. Adoption

**Motion**

Commissioner McCray moved to approve the agenda as amended. Commissioner Penserga seconded the motion.

**Vote**

The motion unanimously passed.

## **2. OTHER**

### **A. Informational items by Members of the City Commission**

Vice Mayor Katz had no disclosures.

Commissioner McCray attended the Florida League of Cities luncheon, held in the City of Boynton Beach. Thanked staff for all their hard work to make the event successful. Congratulated John Durgan for helping the City of Boynton Beach regain the number one title place for Read for the Record.

Commissioner Romelus congratulated the City of Boynton Beach for regaining the title for Read for the Record. She thanked Commissioner Penserga for stepping in for her to read in her place. Attended the National League of Cities summit in Texas. Thanked the Commission for allowing her to attend.

Commissioner Penserga attended the National League of Cities in Texas; he would like to highlight the San Antonio Food Bank. There is a branch of Feeding America network in Boynton Beach, called Feeding South Florida. They do not hand out food; in addition to providing emergency support, they have an industrial kitchen, with the opportunity to learn a career. He attended the opportunity zone session. There are two opportunity zones in the City of Boynton Beach. He indicated this was a wonderful opportunity to revise neighborhoods.

Mayor Grant noted on November 7<sup>th</sup> he attended the City Economic Development Business over Coffee event; this was a great opportunity to speak with the residents. He read for the record at Rolling Green and Galaxy Elementary School. He attended a meeting at Discover the Palm Beaches. He attended the Veteran's Task Force and spoke with the Cub Scouts. On November 8<sup>th</sup>, Mayor Grant met with the University of Florida extension representative and encouraged the youth to discover 4-H. He spoke with the youths at Somerset Academy. November 9<sup>th</sup> attended a basketball game between Boynton Beach Police Department and the Parks and Recreation Department; it was an amazing game to watch. He also attended the groundbreaking for the Ocean Breeze East site. He noted there would be 120 affordable housing units for low and very low-income residents, in addition a new home for the neighborhood officer program. Attended a ribbon cutting for Florida Tackle. Attended an event for the Sierra Club. On November 11<sup>th</sup>, he attended a Veterans Day celebration. He thanked the Veterans which have served or who are presently serving their country. On November 12<sup>th</sup>, attended a caregiver's luncheon, hosted by Healthier Boynton Beach, thanked all involved including Ricky Petty. On November 13<sup>th</sup>, he attended the Race for Equality summit. On November 15<sup>th</sup>, he attended the Transportation Planning Agency (TPA) summit regarding the long-range transportation plan. November 16<sup>th</sup>, visited the Caridad Center. Mayor Grant presented information regarding community ID's. Met with representatives from NAMI and representatives of the Juvenile probation officer program. Attended the monthly Art District event. November 17<sup>th</sup>, met with Tom Kaiser. November 18<sup>th</sup>, he attended a



Historical Society meeting. November 19<sup>th</sup> –24<sup>th</sup>, attended the National League of Cities summit in San Antonio, Texas. He wanted to bring into the sunshine a conversation he had with Commissioner Penserga, regarding the possibility of using more of a deposit rather than a fee for recreation programs. Mayor Grant requested staff to provide information regarding programming: how many programs the City offers and the attendance of those programs. November 25<sup>th</sup> Mayor Grant also attended the General Employee public pension meeting, and the Quantum Park Overlay District meeting. November 26<sup>th</sup>, he was invited by the Delray chamber of commerce to attend their legislative delegation. He thanked the City for the best luncheon he attended on November 27<sup>th</sup>. Attended a legislative delegation as a member of the Palm Beach County League of City, he thanked Colin for his insight regarding water reuse.

Commissioner McCray thanked the Mayor and Commissioner Penserga regarding the report.

### **3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS**

- A. Presentation of Certificates of Recognition to South Tech Academy Work Based Learning Opportunity Program Student Interns, Carlos Garcia, Tryston Schmitt and Franco Lagio, for their internship completion; a summary of the internship provided by ADA Coordinator Assistant, Ted Goodenough.

Mayor Grant presented Certificates of Recognition to South Tech Academy Work Based Learning Opportunity Program Student Interns, Carlos Garcia, Tryston Schmitt and Franco Lagio, for their internship completion.

**Ted Goodenough**, ADA Coordinator Assistant, provided a summary of the program. Thanked the City for welcoming these three student interns, showed how assistive technology helped the citizens of Boynton Beach.

**Theresa Thomas** noted it was an honor to help and guide students. Pointed out there are three Microsoft students who are currently completing their certification. The City of Boynton Beach is the only municipality that works with South Tech Academy.

- B. Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding the 49th Annual Holiday Parade, Light up the Park and the introduction of Grand Marshal that will lead the Parade.

**Eleanor Krusell**, Public Communications and Marketing Director, announced the 49<sup>th</sup> Annual Holiday Parade, Saturday, December 7<sup>th</sup>, beginning at 7pm. Following the parade is the Light Up the Park event at Dewey Park. This year's Grand Marshall is Ms. Joanie Helgesen.

**Joanie Helgesen** thanked Ms. Krusell for the opportunity to be the 2019 Grand Marshall.

- C. Announce the Solid Waste Division is having tire amnesty week for the City residents from December 2nd through December 6th, 2019.

Mayor Grant announced the City of Boynton Beach annual tire amnesty week beginning December 2<sup>nd</sup> through December 6<sup>th</sup>, 2019.

**Davidson Monestime**, Solid Waste Manager, informed the Commission last year the Solid Waste Department picked up 2.2 tons of tires. As of December 3, 2019, almost 7.99 tons of tires have been picked up.

Commissioner Romelus asked what happens to the tires reclaimed by the City. Mr. Monestime explained the reclaimed tires used for material for parks and racetracks.

Mayor Grant asked if residents have big electronics, should they put it outside for regular bulk. Mr. Monestime replied the Solid Waste Authority is currently accepting electronic items.

- D. Announcement about Grants & ADA Coordinator receiving the Champion of Inclusion Award.

**Debbie Majors**, Grants & ADA Coordinator, indicated Stephanie Soplof, Recreation & Assessment Specialist, nominated her for the Champion of inclusion Award, which she won.

- E. Presentation of the monthly Town Square project update by Town Square development team.

**Colin Groff**, Assistant City Manager, provided an overview on the Town Square project. He expressed the City project is on schedule and under budget. Tonight's update was to present the new adventure land, the City of Boynton Beach will bring to life their vision of a thoughtfully renovated, historical, educational and interactive adventure park on the grounds of the historic Boynton Beach High School. Historic preservationists and citizens alike are invested in keeping the history of Boynton Beach alive. The 16-acre Master Plan for Town Square is part of that effort. This adventure park concept is taken from Boynton's unique history, which is a mix of agricultural roots, the prominence of the railroad, and the beauty and biodiversity of the ocean flora and fauna. Kompan's team of experts have carefully studied the rich history of the area as well as listened to the unique needs of the community and have created an educational adventure that allows children and adults alike, to experience the roots of Boynton Beach and South Florida. Children can experience the history of Boynton Beach, first hand through the stories of Charlie Pierce: *The Barefoot Mailman*, *The Last Egret*, *Charlie and the Tycoon*, *The American Jungle*, and *The Last Calusa*. There are footsteps, which leads to different areas of the park. There is active equipment for the parents and adults such as the Active Adult fitness circuit, upright row and press down to name a few.

Mr. Groff indicated the next step was to approve the fiscal year 2019/2020 CIP budget amendment, approval of equipment purchases. Finalize installation and design drawings, continue to develop sponsorships to assist with funding and interactive displays. This was a project to replace Kids Kingdom.

Commissioner Penserga noted he visited the playground in Tampa and he was impressed. Inquired if the park would be illuminated at night. Mr. Groff stated the park would have lighting.

Commissioner McCray asked who worked on this project. Mr. Groff replied they had workshops, which opened to the public. There were approximately 75 attendees. Mr. Groff indicated changes made to the original design.

Commissioner McCray wanted to know if there was any sign in sheets, if so he would like to have a copy. Mr. Groff stated he believed there was a sign in sheet.

Vice Mayor Katz thanked all who worked on this project. He liked the inclusion of sensory equipment. Asked if there would be a security system installed. Mr. Groff indicated cameras are protecting all the equipment; noted cameras protect the entire area in Town Square.

Commissioner Romelus noted she was excited about the park, and attended the workshop.

Vice Mayor Katz stated he would advise the police to place this on social media, so that everyone is aware that the park has cameras.

John Markey, Private Developers, noted they are working with the equipment designer, and are working on the north garage. Pointed out the need to refinance the mortgage.

Vice Mayor Katz asked when the financing would be available. Mr. Markey stated they received a commitment from the bank. The project is on track.

F. Mayor Grant would like to provide an update to the Commission regarding his attendance at the National League of Cities Summit.

Mayor Grant provided an update from the National League of Cities Summit. Mobile workshops, conference workshops, general sessions, viewed a butterfly playground, sensory village, the wharf, all accessible rides, Water Park. Explained the hand and the butterfly, greenways trails, funding for voters first approved the greenways in 2000, followed by three subsequent elections to use 1/8 of a cent. Showed the Alamo and the maverick distillery. Friday at the convention center: youth delegate program youth employment center, Healthier Boynton Beach, afterschool policy advisors, network, summer learning program financing, affordable housing, council on youth, education and families.

Saturday at the convention center: thriving people, the key to economically viable cities, closing session with Starbucks and city, conversation with Common the rapper about his book, *Let Love Have the Last Word*.

#### **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 Oyer**, 140<sup>th</sup> SE 27<sup>th</sup> Way, provided some background information on the history of Boynton Beach. Welcomed the new Sister City, Farindola, Italy. She has been in touch with Cheney Brothers for distribution of the Farindola cheese.

**Christian** of Ocean Ridge thanked the Commission for placing item R19-161 on the agenda. This bill opposes offshore drilling and air blasting in the ocean.

**Michael Shramko**, 433 SW 2<sup>nd</sup> Avenue, indicated the garbage is out of control. There are many illegals, cars speeding out of control; the handicap people cannot use the sidewalk. Mr. Shramko read from an email sent to him by Commissioner Romelus and stated Commissioner Romelus was not professional when she sent a return email, which had a wink face, and the email was sarcastic. She is an elected official.

Vice Mayor Katz, replied Mr. Shramko has some valid concerns. Vice Mayor Katz stated he has received emails from Mr. Shramko many of which were riddled with expletives. Mr. Shramko interrupted stated people on his property were arrested and they were illegal.

**John Plasticky**, SW 25<sup>th</sup> Avenue, asked is there a reason the garbage is not being picked up. Is there a trash pickup weekly? Vice Mayor Katz stated there are some changes in the way the garbage is being picked up.

Commissioner McCray stated he understands this was an endless cycle.

Mr. Plasticky said the trash should not be left on the curb more than a week. Stated something needs to be done about the trash.

Mayor Grant stated it has taken too long. The ordinance on the agenda tonight would clarify the way in which the Solid Waste Department would work with Community Standards.

**Jake Aaron**, 132 SE 12<sup>th</sup> Avenue said his family has had a business in Boynton Beach since 1978, Creative Metal Products on SE 1<sup>st</sup> Street. Indicated he must be careful about what he says at the Commission meeting. Stated when he comes to city meetings, he is fined afterwards. There are people here tonight who do not feel safe, one of these people

is an 80 year old woman, when she called the police the neighbor has threatened her. He is concerned about the plans for SE 1<sup>st</sup> street. When the plan first came out, there was a median, two lanes and a sidewalk. The new plans would put his family out of business. The reason being, the business would not be able to have semi-trucks coming onto the property. He understands the council wants to feed the main vein from Woolbright through 1<sup>st</sup> Street in the new Town Square. Noted his family has been in this location for 30 years. The area is zoned M1 which is the heaviest zoning other than industrial. He does not feel there has been any communication between the City and the businesses in this area. It is hard to speak up, but the City cannot only come after the businesses but also their homes.

**Linda Millicarek**, 438 SW 2<sup>nd</sup> Ave., stated her neighborhood has been struggling with the flow of traffic. She explained on SW 2<sup>nd</sup> Avenue there were only two traffic signs on a road, which goes from Searcrest to I-95, the traffic is out of control. She attended the meeting and loved what was being said. When she looks at the plans, this was not what was agreed upon. The City is doing nothing for SW 2<sup>nd</sup> Avenue. She is afraid for her safety. When they spoke with the police, stated for them to get a camera, go inside, and not come out. It is not fair to the neighbors.

Commissioner Romelus asked Mr. Groff for an update for the phase 2 project, and how it affects or mitigates the issues the City is facing in those corridors on 13<sup>th</sup> Street, SW 2<sup>nd</sup> Avenue and 1<sup>st</sup> Street.

Mr. Groff stated he has met with the neighborhood association to speak about the traffic calming. The preliminary study was provided to the public and requested was input from the public on whether the City was on the right path. There is a concept plan of where to place traffic calming devices. The first phase is to place some temporary devices, some lane narrowing devices; traffic hump devices and some stop signs. Traffic counts were done, now the City is placing temporary measures in certain locations to see if it changes the traffic patterns and behaviors. Mr. Groff stated what was presented at the meeting were concept plans. These were ideas. He stated the deadline for completion is March 2020. They are working with the Police Department.

Commissioner Romelus inquired about the traffic calming and said there needs to be conversation regarding 13<sup>th</sup> Avenue.

Mr. Groff replied the City is looking from Boynton Beach Boulevard to Woolbright, I-95 and the railroad tracks. Indicated the City cannot stop people from driving badly, the City can try to correct the driver.

Commissioner Romelus indicated the City Manager is speaking with Jake Aaron a business owner, and requested Mr. Groff speak with him as well regarding Mr. Aaron's business concerns. Mr. Groff stated he would speak with Mr. Aaron. Mr. Groff stated the plans provided regarding 1<sup>st</sup> Street were concept plans. The City received feedback and the City would adjust the plans. Mr. Groff stated some businesses would need to make

some changes regarding parking in the right-of-way. The City would work with the businesses so that the business would not be interrupted.

Commissioner Romelus requested Mr. Aaron to contact her via email if anything else needs follow-up.

Mayor Grant asked if the Commission has the final approval for those plans. Mr. Groff stated the item would go out to bid as usual. Mayor Grant asked if the item could come back to the Commission before the item goes out for bids. Mr. Groff stated normally those items do not come to the Commission. Those are not Commission approval items. The Commission has already approved the grant application. Mayor Grant asked if this was the grant for the Complete Streets from the Transportation Planning Agency.

Mayor Grant stated some of the residents wanted the dual sidewalks and the businesses did not. The City needs to find a happy median. The City does not want businesses to go out of business. Creative Metal does a great job and he does not want to approve a plan the businesses do not like. Mr. Groff replied his job was to address all of the comments.

Commissioner McCray indicated in regard with approval of plans, he was in agreement with the Mayor. He stated when work was complete in District 2, they messed up Railroad Avenue. He sees the construction and it is a mess. Commissioner McCray stated talk without work is not acceptable.

Mr. Groff noted the road repair and the assurance businesses are successful is priority.

**Jenna Bradley**, SE 27<sup>th</sup> Way, expressed her concern for the traffic and parking on the streets. Inquired what would it take to move the cars from the street. Asked whom to contact and clear the street. The neighborhood is really going down. How many people can live in one dwelling?

Mayor Grant suggested getting together to have a unified voice; in the southwest community they have the Forest Park Neighborhood Association.

Ms. Bradley asked if it was normal practice for the Police Department to drive through the neighborhood. Mayor Grant stated with the Boynton Beach Police application, a resident could request a drive by, if you are out of town. This is in the process, suggested speaking with the Police Department.

Ms. Bradley stated the kids could not ride their bikes.

**Diane Jacone**, Old Boynton Road, said she is afraid of the traffic. She sees the police but nothing happens. She parks in her driveway and she is fined. Mayor Grant stated this was a County Road. He suggested speaking to the Community Standards Director.

Mayor Grant seeing no one else coming forward closed Public Comment.



Being Heard Out of Sequence:

- 9- C** City Lobbyist, Mat Forrest of Ballard Partners, will present the key issues/bills facing the City during the 2020 Legislative Session. City Commission to discuss and approve Legislative Priorities for the 2020 Legislative Session in Tallahassee

**Mat Forrest**, Ballard Partners, City Lobbyist, explained each year he meets with the Commission and provides a listing of priorities for the upcoming legislative session. The listing this year includes opposing any legislative efforts to impede or preempt the constitutional rights of municipal Home Rule powers. Oppose any unfunded mandates imposed on local governments through the legislative or budget process. Support licensing, taxing, zoning regulation for operation of group, sober homes at the local lever. Support legislation requiring certification for all recovery residences and recovery residence administrators. Communications services tax protection. The City supports legislation to reform the communications service tax. Affordable housing and local business tax receipt are more monitored. The next session begins January, February, and March 2020. Thanks to the grant sponsorship of Representative Casello and Senator Bergman, there are possible growth management amendments.

Mayor Grant asked if House Bill 3 would eliminate the City of Boynton Beach business tax. Mr. Forrest indicated he did not believe so. He continued to say last year it was not the business tax, certain cities have extra layers for certain businesses. He indicated it was not an issue. Mayor Grant asked if this would affect the Planning and Zoning Department. Mr. Forrest explained it has been filed and he would get back to the City with additional information.

Commissioner McCray in regards with funneling items to Mr. Forrest, the Commission needs to have items streamlined. The point of contact should be the City Manager. The Commission should not contact Mr. Forrest directly. Mayor Grant was in agreement with Commissioner McCray regarding one point of contact.

**Lori LaVerriere**, City Manager, stated the League of Cities provides an update every Monday morning beginning in January.

Commissioner Penserga requested clarification regarding the amendment to the extension of permits. Mr. Forrest explained whenever there is a statewide declaration of an emergency; the State law preempts local government regulations, and provides an extension to all development permits. If someone was doing a project, and if a hurricane came, this would provide a reason the project could not be complete the project. There was a statewide emergency with the opioids, extended the development order. He believes there should be some type of specific legislation for natural disasters for a specific area, which are impacted. Mr. Forrest indicated he has spoken to the House of Representatives regarding this type of legislation.

Commissioner Penserga asked if there was support in the house. Mr. Forrest indicated it was too early to ascertain. It was such a fine item. He has spoken with the House of Representatives, he received language from the City and he is shopping this around.

Out of Sequence:

**9-A** Consider options to rename Veterans Memorial Park in honor of Tom Kaiser.

Commissioner McCray thanked the City Manager for providing a copy of the minutes from the previous meeting. There was a misrepresentation by Minister Bernard Wright indicating Mr. John Hepburn gave him permission to use his name and his group. Mr. John Hepburn indicated he did not give permission to state he had permission to use his name or his group.

Commissioner Romelus made a motion to support Option 1 which reads: "Boynton Beach Veterans Memorial Park - In Honor of Tom Kaiser whose leadership and commitment created this memorial park for all veterans as a reminder of their service and sacrifice for our Country."

Commissioner Penserga respectfully disagreed with Commissioner Romelus. He is in favor of adding Tom Kaiser's name in the official title. He asked Mr. Kaiser if he would pay for the sign.

Commissioner McCray stated he was not in favor of renaming the Veterans Park. He has a problem with people trying to get personal recognition. Commissioner Ensler was instrumental in starting the Veterans Park.

Mayor Grant stated the Commission provided with two options. If they name the park after Mr. Kaiser, he provided examples of different parks. They had an opportunity to name the park. He was in favor of what Mr. Kaiser would like.

Commissioner Penserga stated the Commission could honor Commissioner Ensler as well as Stanley Gavlick, USN, Park Co-Chairman. He completely supports this change. In this City when any citizen, we should be honoring this person.

Commissioner McCray stated a representative from the veteran association should publicly speak regarding Commissioner Ensler and his contribution to the Veterans Park.

**Elliott Silverman**, Delray Beach, pointed out he belongs to the Korean War Veterans Chapter 17 in Delray Beach, he also belongs to the American Legion Chapter 164. He met Tom Kaiser about 2 years ago. He feels he deserves some recognition.

**Tom Kaiser**, 1070 SW 20<sup>th</sup> Terrace, provided some information regarding his participation in the preservation of other Veterans memorials around the world. In 2005,

he met with Mr. Ensler and they spoke about the park. The City never gave the ok until a year after Mr. Ensler passed away. He pledged to the City to pay for the monument.

Commissioner McCray asked for a records request regarding the Veterans Park.

Commissioner Romelus withdrew her motion.

### **Motion**

Commissioner Penserga motioned to rename the park Tom Kaiser Boynton Veterans Memorial Park, with special recognition to Mayor Jerry Taylor and Commissioner Robert Ensler. Vice Mayor Katz seconded the motion.

Mayor Grant requested to add Stanley Gavlick with a special recognition for the second brick.

Commissioner Penserga amended his motion to include Stanley Gavlick with a special recognition.

Mayor Grant noted the option was not to include a picture, he suggested combining Option 1 and Option 2. Pointed out if the verbiage includes "through his leadership of the Boynton Veteran's Council, this park became a tribute to all who served protecting America, with the assistance of the Mayor, City Commission and the People of Boynton Beach."

Ms. LaVerriere stated this was a different motion than Commissioner Penserga stated. Mayor Grant asked Commissioner Penserga to amend his motion.

### **Amended Motion**

Commissioner Penserga stated he amended his motion to rename the park, Tom Kaiser, USN, Boynton Beach Veterans Memorial Park. Through his leadership of the Boynton Veteran's Council, this park became a tribute to all who served protecting America, with the assistance of the Mayor, City Commission and the People of Boynton Beach. In addition to the two side bricks. Vice Mayor Katz seconded the motion.

Commissioner Romelus requested clarification regarding payment for the monument. Mr. Kaiser has volunteered to fund the new signage.

Vice Mayor Katz, stated it further shows the generosity of Mr. Kaiser who has offered to pay for the replacement of the sign. The requested sign was \$3,000-\$4,000; the City of Boynton Beach should cover this expense.

Commissioner McCray stated this was the standard for all the signs. He was in favor of Mr. Kaiser not paying for the sign.

Vice Mayor Katz indicated he was in support of the granite sign not the typical sign.

**Vote**

Motion unanimously approved.

There was consensus regarding payment for the sign.

**5. ADMINISTRATIVE**

- A. Approve the request of Mayor Grant to distribute \$200 of his Community Support Funds to FARTHER Outreach, a project of the Boynton Beach Community Development Corporation (CDC).

**Motion**

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion, which unanimously approved.

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

**Motion**

Commissioner Penserga nominated Saddam Silverio as a regular member for the Arts Commission. Vice Mayor Katz seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Mayor Grant nominated Marcia Levine as a regular member for the Arts Commission. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Katz nominated Dario Ayala as a regular member for the Arts Commission. Commissioner Romelus seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner McCray nominated Clovis Moodie as a regular member for the Arts Commission. Vice Mayor Katz seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Romelus nominated Martin Klauber as an alternate member for the Arts Commission. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Penserga nominated Robyn Lorenz as an alternate member for the Arts Commission. Vice Mayor Katz seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Mayor Grant nominated Daniel Berger as a regular member for the Building Board of Adjustments and Appeals. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Katz nominated Damian Brink as a regular member for the Building Board of Adjustments and Appeals. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Katz nominated Gerald Taylor as a regular member for the Citizens Oversight Committee. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Romelus nominated Allan Hendricks as a regular member for Community Redevelopment Agency Advisory Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Penserga nominated Dr. Viola Rada as a regular member for Education and Youth Advisory Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Mayor Grant nominated Dr. Tiffany North as a regular member for Education and Youth Advisory Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Katz nominated Shaquan Young as a regular member for Education and Youth Advisory Board. Commissioner McCray seconded the motion.



**Vote**

The motion unanimously passed.

**Motion**

Commissioner McCray nominated Chevette Gadson as alternate member for Education and Youth Advisory Board. Commissioner Penserga seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Penserga nominated Ben Low as a regular member for Historic Resources Preservation Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Mayor Grant nominated Mike Wilson as a regular member for Historic Resources Preservation Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Katz nominated Jesse Feldman as a regular member for Historic Resources Preservation Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Mayor Grant nominated Elizabeth Sherlock as a regular member for Library Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Katz nominated Dr. Stephanie Hayden-Adeymo as a regular member for Library Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Mayor Grant nominated Tim Litsch as a regular member for the Planning & Development Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Katz nominated Susan Oyer as a regular member for the Planning & Development Board. Commissioner Penserga seconded the motion.

City Clerk Gibson indicated Ms. Oyer's application was received on Sunday, December 1, 2019.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner McCray nominated David Katz as a regular member for the Planning & Development Board.

**Vote**

Vote died for a lack of a second.

**Motion**

Commissioner McCray nominated Dr. James DeVoursney as a regular member for the Planning & Development Board. Vice Mayor Katz seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Romelus nominated Darren Allen as a regular member for the Planning & Development Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Penserga nominated Lyman Phillips as an Alternate member for the Planning & Development Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Romelus nominated Charles Canter as a regular member for the Recreation and Parks Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Penserga nominated Renee Stern as a regular member for the Recreation and Parks Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Mayor Grant nominated Elizabeth Pierce-Roe as a regular member for the Recreation and Parks Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Katz nominated Charles Frederick as a regular member for the Recreation and Parks Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner McCray nominated Julie Mondello as an Alternate member for the Recreation and Parks Board. Commissioner Penserga seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner McCray nominated Jennifer Gomez as a regular member for the Senior Advisory Board. Commissioner Penserga seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner Romelus nominated Alison Black as a Regular member for the Senior Advisory Board. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

Mayor Grant stated some of the advisory boards do not have a quorum. Inquired of the City Attorney, if there is no quorum can the board make a recommendation to the Commission. Attorney Cherof replied they could not make any recommendations unless there is a quorum.

Mayor Grant asked if there could be an informational meeting. Attorney Cherof indicated there cannot; there is a risk of communications without the quorum.

Mayor Grant requested at the next Commission meeting the Commission would see which board has a quorum. He believed the Building Board of Adjustment and Appeal does not have a quorum. Attorney Cherof stated the last few meetings he attended had a quorum. Mayor Grant said only two applied for the seven vacant spots.

## **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**

Commissioner Romelus pulled items F, K, M and T  
Commissioner McCray pulled items M and T.  
City Attorney Cherof pulled items D and E.

- A. **PROPOSED RESOLUTION NO. R19-144** - Authorize the City Manager to enter into an agreement for an annual subscription to EBSCO Novelist Database for one year in the amount of \$8,286 for the Library.
- B. **PROPOSED RESOLUTION NO. R19-145** - Approve and authorize the Mayor to sign a land use agreement between the City of Boynton Beach and SunTrust Bank for the 49th Annual Holiday Parade on Saturday, December 7, 2019.
- C. **PROPOSED RESOLUTION NO. R19-146** - Authorize the City Manager to enter into an agreement for -annual subscription to Cengage Learning - Career Online School for one year in the amount of \$5,090.
- D. **PROPOSED RESOLUTION NO. R19-147** - Approve and authorize the City Manager to sign a one-year contract with automatic one-year renewals with Northwest Regional Data Center for the purchase of equipment and colocation services in the amount of \$16,729.75. This contract is exempt from competitive purchasing requirements pursuant to Florida Statute 284.057(3) (e) (12).

Mayor Grant read Resolution Nos. R19-147 and 1R9-148 into the record by title.

**City Attorney James Cherof** indicated Resolution No. R19-147 and Resolution No. R19-148 has contracts as part of the backup. In those contracts there is a provision regarding venue in the event of a dispute. One contract states Leon County and one indicated the State of Georgia. The City always insist the venue is in Palm Beach County. He requested those two approvals be contingent upon an agreement of venue references being changed.

### **Motion**

Commissioner Romelus moved to approve the change in venue to Palm Beach County. Commissioner McCray seconded the motion, which passed unanimously.

- E. **PROPOSED RESOLUTION NO. R19-148** - Approve and authorize the City Manager to enter into an agreement for of an annual subscription to Bibliotheca CloudLibrary Database for one year in the amount of \$2,000.

Mayor Grant called Craig Clark Library Director to explain the \$2,000 for the eBooks, and Bibliotheca Cloud Library.

**Craig Clark**, Library Director explained this is a shared databased of eBooks. If a customer wanted to check out a title, it could be checked out from a different Cloud Library, which offers thousands of eBooks titles for library users to borrow and makes the overall library self-service experience better.

Mayor Grant asked if this was the Overdrive system. Mr. Clark replied this was a different system. Mr. Clark explained this system would work with the library's new self-check systems that are forthcoming offering users an intuitive and engaging digital experience, which seamlessly complements physical library circulation activities. Library users can easily borrow physical items using their mobile device, receive reminders, manage receipts and discover new digital content all within the Cloud Library app. This will improve customer service.

Commissioner McCray stated he uses Cloud Library, and stated it was long overdue coming to the City of Boynton Beach.

### **Motion**

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion, which passed unanimously.

- F. **PROPOSED RESOLUTION NO. R19-149** - Approve and authorize the City Manager to enter into an agreement for renewal of an annual subscription to Recorded Books Transparent Language Database for one year in the amount of \$2,400.

## Motion

Commissioner Penserga moved to approve. Commissioner Romelus seconded the motion, which passed unanimously.

**Craig Clark**, Library Director explained Transparent Language database, which teaches multiple languages. Learn different languages, which include improving the English language skills. With this flexible program, you can quickly and easily learn new languages using a wide variety of courses and activities. Mr. Clark noted this is a well-used database.

Commissioner Romelus stated there are apps such as Babble and Lingo which cost money to the user.

Mr. Clark explained this program is free to the public; the cost to the City of Boynton Beach is about \$3.00 per session.

## Vote

Passed unanimously.

- G. **PROPOSED RESOLUTION NO. R19-150** - Approve Amendment No. 1 to the language of the existing Emergency Services Agreement for Mutual Assistance and Automatic Aid between the City of Boynton Beach and the City of Delray Beach Fire Rescue.
- H. **PROPOSED RESOLUTION NO. R19-151** - Amend the FY 2018-2019 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for Department or Fund Operating and Capital Budget.
- I. Approve revisions to and addition of project(s) to the Fiscal Year 2019-2020 approved surtax projects.
- J. **PROPOSED RESOLUTION NO. R19-152** - As part of the approval of the inter-local agreement between the City and CRA for design, permitting, and construction administration of the extension of NE 3rd Street it is necessary to amend the Fiscal Year 2019-2020 Capital Improvement Fund (302) budget, which will adjust budgeted appropriations and revenue sources.
- K. **PROPOSED RESOLUTION NO. R19-153** - Approve Consultant Agreement that will allow staff to offer the After School Outreach Initiative Program at Poinciana Elementary School.

Mayor Grant read the Resolution No. R19-153 into the record by title only.



## **Motion**

Commissioner Romelus moved to approve. Commissioner Penserga seconded the motion.

Commissioner Romelus wanted to update the residents on how this program would help the community.

**Wally Majors**, Recreation Directors, indicated this was part of the initiative, which the Mayor began, whereby the City works with local schools providing support to the afterschool program. This program is well received throughout the community.

Commissioner McCray asked if there would be busing. Mr. Majors stated there would be no busing.

## **Vote**

Unanimously approved.

Mayor Grant thanked the Commission for approving this item. He stated most of the schools in Boynton Beach are Title 1 Schools, which means the students do not have the funds available to join the afterschool programs. He commented on the Vice Mayor's scholarship to attend any of the City of Boynton Beach parks and recreation activities. Mayor Grant wants the city residents to use the Parks and Recreation facilities, regardless of the cost.

- L. **PROPOSED RESOLUTION NO. R19-154** - Approve and authorize the Mayor and City Manager to sign the Interlocal Agreement between Palm Beach County First Responders related the "PSAP" (9-1-1 public safety answering point).
- M. **PROPOSED RESOLUTION NO. R19-155** - Award RFP # 024-2110-19/RW and authorize the City Manager to enter into a two (2) year contract with Beck's Towing & Recovery, Inc. for Towing & Storage Services.

Mayor Grant read Resolution No. R19-155 into the record by title only.

## **Motion**

Commissioner Romelus motion to approve. Commissioner McCray seconded the motion with discussion.

Commissioner McCray asked how the companies ranked.

**Randy Wood**, Purchasing Manager, explained initially there were four staff members ranking the companies. Provided an evaluation of the written proposal, the team visited

the sites, and the team discover some discrepancy from the written proposal. Staff requested clarification; there was a reevaluation of the proposals. There were two companies within .05 points. The team agreed to recommend Beck Towing, which had the highest franchise fee.

Commissioner McCray inquired as to how long the City of Boynton Beach has used Beck's Towing. Mr. Wood responded since 1998. In previous years, the City has used two towing companies. Blake's no longer services the City of Boynton Beach. Beck's has serviced the City of Boynton Beach for the past year, and have proven themselves dependable providing the needs of the City. The team recommended a single source provider. They have demonstrative they could do the job as well as the highest franchise fee.

Commissioner McCray stated when Beck's began in 1998; they began on a rotating basis. Mr. Woods believed this was true.

Mayor Grant indicated there were some issues with towing companies not paying the City the franchise fee. Mr. Woods indicated this has been resolved.

### **Vote**

Unanimously approved

- N. Approve piggy-back via Purchase Order of Sourcewell Contract 061015-SKI to purchase of new mobile truck lifts from Steril Koni in the estimated amount of \$52,347.24 as allocated in the Fiscal Year 2019-2020 Fleet Maintenance Budget, the Sourcewell Contract 061015-SKI meets the City's procurement requirements.
- O. 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 December 03, 2019- "Request for Extensions and/or Piggybacks."
- P. Accept the written report to the Commission for purchases over \$10,000 for the month of October 2019.
- Q. Approve Bid # 002-1412-20/MFD for "ANNUAL SUPPLY OF MISCELLANEOUS UNIFORMS TO INCLUDE EMBROIDERY AND SILK SCREENING" to the following two (2) companies: SP Designs and Global Trading on a primary and secondary vendor basis, to the lowest, most responsive, responsible bidders who met all specifications with an estimated annual amount of \$50,000.
- R. Authorize the Piggy-Back by Purchase Order of the Palm Beach County Term Contract 18055A for the emergency purchase and repair of fiber optic cabling between Rolling Green Tower and Public Works Administration by Precision Contract Services in the amount of \$53,552.50 for two PO's previously approved

by the City Manager. The City is allowed to purchase from Palm Beach County Term Contract.

- S. Approve the 2019 Repetitive Loss Area Analysis (RLAA) document, which will allow the City residents to continue to be eligible for a discount on flood insurance premiums.
- T. Approve Task Order UT-A-05 with W GI, in the amount of \$29,377.00 in accordance with RFQ No. 067-2821-16/TP, Professional Survey and Mapping Services Contract awarded by City Commission on January 17, 2017 to provide professional survey and mapping services for the Alleys Abandonment project in the Ridgewood and Cherry Hills neighborhoods.

Mayor Grant read the task order UT-A-05 into the record by title.

**Gary Dunmyer** City Engineer noted this project was brought up to see if it was the Commission's will to vacate some vacant land. The land was a burden to take care of. Staff would like to move forward with the task order. The idea was to get the survey to support the application. The application would go to the Planning and Development Board. It would be advertised to the public, everyone within 400 feet would be notified, and they would be called in to state their support or objection at the Planning and Development Board. After that, this would come to the Commission twice.

Commissioner McCray asked if this goes through, how would the City of Boynton Beach make sure the property owners take care of the alleys. Mr. Dunmyer stated they could put a fence up. The property would not belong to the homeowner.

Commissioner McCray asked how the City would enforce the mowing of the alleyways. The people are not going to take care of the property and there would be snakes, and rats. He inquired what the cost to maintain the alleys was. Mr. Dunmyer stated the City uses a vendor at the cost of \$21,000 per year. Commissioner McCray stated the City of Boynton Beach is not hurting for \$21,000 to abandon the property. There would be rats; the people would not take care of the property.

Mayor Grant asked if there were electrical poles. Mr. Dunmyer stated there are some electrical poles. Some of these would require easements. The City would vacate the alleyways.

Mayor Grant asked what if the homeowner receives the abandonment and wants to place a fence on the property surrounding an electrical pole. Mr. Dunmyer stated they would be able to expand their fence to the limits of the easement. They would not be able to encroach upon the easement. Mayor Grant asked how could the City abandon an easement and tell the resident they cannot build there. Mr. Dunmyer stated they would abandon the alley and place an easement.

Mayor Grant stated unless FPL wants to do underground lines, this is not beneficial to the community.

**Andrew Mack**, Public Works Director, stated this has been done in the past. He indicated some homeowners might come to the City to ask the City to acquire the right-of-way and place an easement, does not mean they cannot build on the property. There has to be a hold harmless agreement with the permit, if they place a fence. The utility company would have access to take it down. Most of the utility in that area is water and sewer the City would take care of through sanitary lining.

Mayor Grant indicated he does not have enough information regarding this item.

Mr. Mack stated what staff is asking for is to have a survey done to get the process started. In some areas, the residents have asked for the property. He understands about the overgrowth. Enforcement through Community Standards enforcement.

Commissioner McCray stated there are elderly residents and they contact him all the time. Now the City is asking them to begin to mow the alleyways. He does not believe they want the right-of-way. The City needs to continue to take care of the property; if not, there would be overgrown grass and vehicles in the alleyway. The residents do not take care of the property now.

Mayor Grant understands with the survey aspect, but once the city begins with this issue, the City would be going into that direction of abandonment. Asked if the survey tells where the utility lines are. Mr. Mack responded the survey would show the legal and items within the survey.

Mayor Grant indicated he would like to move forward. They are speaking three acres.

Commissioner McCray noted Ridgewood and Cherry Hill neighborhoods do not make any sense. Cherry Hill is drug infested. If the City allows alleyways to be overgrown, there would be drug addicts hanging out everywhere. The City is only paying \$21,000 to maintain the property. If someone comes in, the City should address case by case. The City would open a whole assortment of problems. Most of the property in this area is rental property. It would not benefit the area. Commissioner McCray asked the Commission please do not abandon the property.

Vice Mayor Katz asked how frequently the City abandons the property. If could have always gone on the consent agenda. Mr. Mack responded it was about one or two per year.. This is surplus land. The maintenance done on a monthly basis. We need to increase the budget to maintain these areas if we are going to keep the area.

Commissioner McCray said if you are going to give the alley to the people, put black tar. Do not give it to the resident. This City does whatever they want. He wants to keep the

drug activity down. If this were done, there would be washing machines and other items in the alleyway.

Mr. Mack stated they would run some numbers to pave the alleyway.

Mayor Grant stated if they want their property abandoned.

Mr. Mack stated if the City decides to pave the alleyway there would need to be a different survey. At this time if the Commission is not going to move forward with the abandonment, he would rather wait until staff can bring back a full disclosure package.

Commissioner McCray stated if there is paving there would be many other problems.

Mr. Mack stated before the City considered closing off the alleyway.

### **Motion**

Commissioner McCray Moved to table.

### **Vote**

Died for a lack of a second.

Mayor Grant stated the item died for a lack of a motion.

There was a consensus to look at improving the alleyway.

Lori LaVerriere, City Manager stated there would be a cost estimate.

Commissioner McCray noted this was going to be a racetrack. Indicated Cherry Hills and Ridgewood is ok as it stands now. The City should keep mowing the alleyway.

U. Approve the minutes from City Commission meeting on November 5, 2019.

### **Motion**

Vice Mayor Katz moved to approve the remainder of the agenda. Commissioner Penserga seconded the motion, which unanimously approved.

## **7. CONSENT BIDS AND PURCHASES OVER \$100,000**

- A. **PROPOSED RESOLUTION NO. R19-156** - Approve utilizing the City of Charlotte contract #2017001135 thru US Communities with Kompan, Inc., for Town Square Adventure Park Equipment in the amount of \$217,274.77 for the Museum Park area and \$461,201.94 for the Kapok Park area for a total estimated expenditure of \$678,476.71 and authorize the City Manager to sign a piggy-back Contract with

Kompan, Inc. US Communities contract satisfies the City's procurement requirements.

- B. **PROPOSED RESOLUTION NO. R19-157** - Approve Change Order No. 10 for Purchase Order #181081 with Ric-Man International, Inc. in the amount of \$795,174.79 for the Central Seacrest Corridor Utility Improvements Phase II project, increasing the total Purchase Order amount to \$13,609,259.37.
- C. Approve the purchase of replacement vehicles as authorized in the Fiscal Year 2019-2020 budget in the estimated amount of \$3,007,135 by utilizing the following contracts and quotes: Florida Sheriffs Association, FSA18-VEH 16.0, FSA19-VEH 17.0, and FSA19-VEL 27.0 and Sourcewell Contracts 040319-CEC, 062117-TTC and 122017EXP. These contracts satisfy the City's procurement requirements.

Mayor Grant stated the City of Boynton Beach Police would receive seven hybrid vehicles and 9 non-hybrid vehicles and interceptors. Inquired why only seven hybrid versus nine non-hybrid. There are police interceptions, which are police cars. Asked if the City was using the seven hybrids as a test to see if they work out better than the other cars.

**Andrew Mack**, Public Works Director, stated this was the first time these hybrid electric vehicles are being used as an interceptor.

Vice Mayor Katz inquired about the advertised performance of the hybrid comparable to the gas power. Mr. Mack replied the hybrid performs better than the gas-powered vehicle.

Mayor Grant indicated the reliability of the hybrid vehicle has not been tested. This was a police interceptor vehicle. Mr. Mack replied this is the first year which this vehicle is available, but there is substantial data on electric vehicles, this is a police interceptor type of vehicle.

### **Motion**

Commissioner McCray moved to approved. Commissioner Penserga seconded the motion, which unanimously passed.

- D. Approve Phase II of Task Order UT-1E-02 with Gentile Glas Holloway O'Mahoney, in the amount of \$83,722.96 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category E awarded by City Commission on August 7, 2018 to perform the final engineering design for the site improvements at Meadow's Park. The original task order was for \$15,358.12. The amended task order amount will be \$99,081.08.

## **Motion**

Commissioner Penserga moved to approve the remainder of the consent agenda. Vice Mayor Katz seconded the motion, which 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**

- A. Consider options to rename Veterans Memorial Park in honor of Tom Kaiser.  
*(Heard earlier on the Agenda)*
- B. Requested Action by City Commission: Authorize staff to implement the Inclusion Works Business Recognition Program and approve the use of 1% of Business Tax Receipts to fund the program beginning in FY2020.

Mayor Grant read the item into the record by title only.

## **Motion**

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion, which unanimously passed.

- C. City Lobbyist, Mat Forrest of Ballard Partners, will present the key issues/bills facing the City during the 2020 Legislative Session. City Commission to discuss and approve Legislative Priorities for the 2020 Legislative Session in Tallahassee.  
*(Heard Earlier on the Agenda)*
- D. Presentation by staff and grant recipients on FY18-19 Entrepreneurship and Business Incubation Grant Program results and findings.

**John Durgan**, Economic Development Specialist, noted the grants recipients who were in attendance: GBDC Entrepreneurship Institute – Annette Gray, Joe Russo, Executive Director 1909, Connect to Greatness, Inc.- Cassondra Corbin-Thaddies, Be.Lead.Grow-Dr. Angela Shuttleworth, founder.

Commissioner McCray requested whenever there are presentations, he would like to see them earlier in the meeting.

Mr. Durgan provided an overview of funded grants for fiscal year 2018/2019. The City of Boynton Beach funded two incubator programs, one new and one existing. Funded works



groups on Entrepreneurship on Youth, Technology, Women, and Regional Networks. He indicated the two incubators funded were the GBDC Entrepreneurship Institute and 1909. The Startup Spark run by 1909 is a 4-week collaborative program designed to help idea-staged founders refine their business ideas, plug into the local entrepreneurial ecosystem and build positive momentum. Within the startup Spark, 1909 accepted application forms, online forms, 16 applications were received and the facilitator interviewed each candidate. There were 12 cohorts' members of the incubator, 12 founders from 9 different companies. He explained the process of the startup Spark. Provided the process of the application course detail and event of the startup Spark. Mr. Durgan provided a list of the 2019 Startup Spark cohort: ABC Purple, True Revue, Gentle Art Technological Research, On Track Transitions, Premier Virtual, Rajasaurusrex, Palm Solar, Unseen web Store, Boynton Yard Management Company. The next grant funded was the GBDC Entrepreneurship Institute. Provided a written application online, facilitator interviewed for each candidate. There were 27 cohorts, they held 8 different workshops, and they coached more than 150 hours. The Cohorts included, Pride Tribe Inc., Brandon Flowers Foundation Inc., JPGED LLC, My Honey Cooks, ICH Collection LLC, Reinvent Cosmetics, Classic Touch Lawn and Maintenance Growth, Pharris Luxury Wedding & Events Beauty Lounge. The GBDC Entrepreneurship Institute started two business, converted from a LLC to an S Corp, developed consumer surveys, progresses 10 business plans, trademark search, and logo designs.

In addition, the City of Boynton Beach funded several workgroups, Workgroups on Women, Youth, and Regional Entrepreneurs.

Mr. Durgan provided a brief overview for fiscal program for 2019/2020. Incubators: Women Owned Businesses, Young Entrepreneurs, Technology Companies. Workgroups: Sustainability, Hospitality/Tourism, Health, and the Gig economy.

Commissioner McCray inquired amount the amount of the grant. Mr. Durgan indicated for fiscal year 2019/2020 the grant would be \$50,000 for the incubators and the working groups.

Ms. LaVerriere noted based on the comments received by the Commission, instead of doing two larger grants, and then a couple of \$5,000 grants, they are providing more recipients.

Commissioner Penserga indicated this was a great start. Need to think about increasing the amount of funding.

Mayor Grant pointed out he likes the \$50,000 funding amount, as this is taxpayer's money being allocated. He appreciates the time and effort with different events. He requested looking for money from different avenues.

Commissioner Romelus asked to restate the mission.

Mr. Durgan restated the mission of the grant was to help, not solely fund the incubator; it was to offset the cost of the incubator. The City is looking to offset new businesses.

Commissioner Romelus asked when this phase comes into play for new businesses. Mr. Durgan indicated both he and Mr. Scott are in the process of reviewing the reports for this fiscal year, and creating some initiatives.

**Sheila Oscivado**, Delray Beach, Consultant for the Youth Initiative Project, pointed out 71 youth responded to the survey, 68% of middle school and 73% speak a second or third language. The youth was aware what they wanted. The youth all but four were in the category to become an entrepreneurial. The businesses were not interested in helping the youth. Please consider having an incubator for the businesses.

**Allen Hendricks**, 122 SE 4<sup>th</sup> Avenue, excited to announce he opened a business in Boynton Beach. The company called Pride Tribe, which is an ALF. He is excited to report this is an endeavor of the heart. This program has helped get his business off the ground; this business would employ residents of Boynton Beach.

Commissioner McCray pointed out the person before indicated they are reaching out to the youth of the Community, he asked would Pride Tribe do the same. Mr. Hendricks indicated they are focusing on the elderly; mostly focused on the LGBT elderly in Palm Beach County.

**Joe Russo**, 1909, thanked the City Commission and staff for facilitating a great program for the City of Boynton Beach. Thanked Mayor Grant and Commissioner Penserga for coming out and judging the pitch night for some of the Boynton Beach applicants. They supported 15 companies in Palm Beach County.

**Annette Gray**, 1500 Gateway Blvd, noted she has been doing youth entrepreneurship, in Boynton Beach for 15 years; there is a lack of knowledge sharing. There are many non-profits helping young people, she provided some examples of resources for young people. There is a lack of information. Let us focus on sharing information. Cautioned incubation does not happen from June to October. She still had 27 applicants who needed mentorship. Her company completed 150 hours of one-on-one coaching.

Commissioner Romelus indicated one of the objectives was to get minority owned businesses to become certified. Ms. Gray indicated her company held two workshops, and explained in order to work with the county there must be an established business.

**Andre Thaddeus** Connect to Greatness, interviewed and surveys 71 students from Boynton Beach Community High School, Congress Middle School, South Technical Preparatory Academy, and South Technical High School. Students want opportunity. The students want to remain in the Boynton Beach area.

Commissioner McCray asked how to reach the children who want to have the opportunity. How to get businesses to speak with the program manager.

Mr. Thaddeus asked about the youth empowerment center in Boynton Beach. Suggested having community partners with the local high schools.

Commissioner Romelus inquired how the program she spoke about Changing the Narrative is coming along.

**Sheila Oscivado** noted Changing the Narrative was awarded to be a participant in the service-learning project; through Nonprofits First, a group will take them on as a project. They would incorporate this into their campaign piece.

**Dr. Angela Shuttleworth**, Be.Lead.Grow indicated this program facilitated working with women. Some of those barriers not spoken about was social capital. The unique barriers, which women face, trying to be everything to family and the business. .

Commissioner Romelus ask what was needed. Dr. Shuttleworth replied time and space, especially in the new Town Square.

**David Scott**, Economic Development Director, thanked the Commission for providing \$50,000 in funding. An additional \$50,000 for the next phase of this project. In the beginning, they begin with two existing incubators and the workgroups. The workgroups designed to provide challenges. The upcoming years incubators would address the issues provided. They were provided \$10,000 with the existing incubators to come up with solutions. He stated \$10,000 does not provide much to the incubators.

Mayor Grant indicated hopefully they could find an incubator that address the issues of the youths and business partners. Mr. Scott indicated they are looking at facilitation of this issue as a City.

Commissioner McCray asked had Mr. Scott already reached out to the businesses regarding the youths and the businesses. Mr. Scott stated the Economic Development office has been reaching out to the businesses within the community attempting to get a partnership established. He noted the Economic Development staff is attempting to collaborate with the school system to have businesses come in and provide some type of presentations to the students.

Commissioner Romelus likes the idea of businesses going into the schools, but what she has heard tonight was that the students need real world experience. Mr. Scott pointed out it was about mentorship as well and internship. He suggested it was like a miniature shark tank for young people.

Commissioner Penserga asked for clarification regarding the mini shark tank in the school. Mr. Scott replied it could be business plans competitions, the program he is the

business owner goes in and bring together with the youth, the owner provides a challenge and the youth submit resolutions to the problem.

Commissioner Romelus inquired what if any relationship does the City have with the Chamber of Commerce. What can the City do to encourage the chamber support some of the initiatives the City has for the future. What type of action is the city engaging in to create a better relationship with the Chamber of Commerce? Mr. Scott noted the City has a working relationship with the Chamber; they have their own youth program. There is room for additional conversations.

Commissioner Romelus asked if the City of Boynton Beach was a member of the Chamber of Commerce. Mr. Scott replied the City was a member of the Chamber. They are willing to collaborate with the City of Boynton Beach.

Mayor Grant inquired if the City of Boynton Beach was a member of the Central Chamber of Commerce of Palm Beach County. Indicated if the City is a member he directed Mr. Scott to reach out to them and invite the Central Chamber of Commerce of Palm Beach County to come out and explain their mission, and how they can support Boynton Beach.

Mr. Scott agreed. He noted that Habitat has a young professional group and is another partner to leverage their resources.

### **Motion**

Vice Mayor Katz moved to approve. Commissioner seconded the motion, which unanimously passed.

## **10. UNFINISHED BUSINESS - None**

## **11. NEW BUSINESS**

- A. **PROPOSED RESOLUTION NO. R19-158** - Approve and ratify reopened Articles of SEIU Blue Collar Collective Bargaining Agreement.

### **Motion**

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion, which unanimously passed.

- PROPOSED RESOLUTION NO. R19-159** - Approve and ratify reopened Articles of SEIU White Collar Collective Bargaining Agreement.

### **Motion**

Commissioner Romelus moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

- B. **PROPOSED RESOLUTION NO. R19-160** - Authorize the Mayor to sign the Third Amendment to the Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) for the CRA funding of the Neighborhood Officer Policing Program for FY 19/20 for an amount not to exceed \$532,900.

### **Motion**

Commissioner Penserga moved to approve. Commissioner Romelus seconded the motion, which unanimously passed.

- C. **PROPOSED RESOLUTION NO. R19-161** - Opposing offshore drilling activities, including seismic airgun blasting.

### **Motion**

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion, which unanimously passed.

- D. Consider rescheduling Commission meetings that conflict with elections on March 17, 2020, August 18, 2020 and November 3, 2020.

Mayor Grant directed staff to come back with alternate dates.

**Lori LaVerriere**, City Manager stated typically, in the past the date moved to the next Wednesday. Inquired if the Commission could review their calendars and staff would make a determination.

There was consensus to move to the next Wednesday.

Mayor Grant stated this item needs to be brought back and voted on.

- E. Review and action on Annual Performance Evaluation for the City Manager.

**Julie Oldbury**, Director of Human Resources and Risk Management, said this is the Commission's opportunity with her annual performance evaluation.

Mayor Grant questioned if the increase is done on an annual basis; there were no measurement from other municipalities. He stated in Delray, they are offering \$260,000 for the new City Manager. He would like to have a spreadsheet of the different City Managers in the areas with different categories. Pointed out Ms. LaVerriere was doing an excellent job.

Commissioner McCray asked for the City Manager's current salary. Ms. Oldbury replied the current salary was \$200,000.

Commissioner McCray stated we do not need to match any city we need to be compatible. The City of Boynton Beach tax base is not as high as the City of Delray, and the employees are not getting the same type of increase.

There was a consensus for Ms. Oldbury to come back to the Commission with comparison cities.

## **12. LEGAL**

- A. **PROPOSED RESOLUTION NO. R19-162** - Approving the Solid Waste rates and charges for residential and commercial customers.

Mayor Grant read proposed Resolution No. R19-162 into the record by title.

### **Motion**

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion, which was passed unanimously.

Commissioner Romelus asked if this item was already discussed.

**Lori LaVerriere**, City Manager noted this is the resolution adopting the rates, which were moved out of the preexisting ordinance.

Attorney Cherof stated the ordinance allowed for fixing the rates by resolution, when the ordinance was adopted the rate was not changed. This is the follow-up to the first resolution pursuant to the ordinance-changed rates.

Commissioner McCray asked if there were going to be an improvement in services.

**Davidson Monestime**, Solid Waste Manager, replied they are expecting to see more improvement. They are expecting see more improvement throughout the next couple of years. They have made some changes to the existing Code of Ordinances and streamlined the service fee, which was adopted in July.

Commissioner McCray pointed out the citizens came and stated they were not pleased with the services the City is providing. Commissioner McCray pointed out the Commission provided new trucks, employees and everything, which was requested the complaints have not stopped. He noted nothing was said of the districts on the west side of I-95 having problem.

Mr. Monestime stated they have early setout issues. They have the equipment and personnel. The areas where they have the most issues are being monitored. They have the household loose trash, and unlimited bulk pick-up, and reinstated the three cubic yard limit pickup, to be adopted with the new resolution.

Commissioner McCray stated there should be education being provided to the residents, such as door hangers, and brochures. He wants everyone treated equally. These are legitimate complaints. Mr. Monestime stated he was passionate about customer service.

Commissioner McCray stated the residents have legitimate complaints.

**Andrew Mack**, Director of Public Works, indicated part of the problem was education of the residents. There was a program, where a code officer would go around and issue a warning, and if the resident did not comply, then the residents would pay a mandatory fee. There was some restructuring of the department and the position eliminated. The City is reinstituting this program, in partnership with Community Standards. It was going to take some time to reeducate the residents.

Commissioner McCray pointed out the City of Delray assess fines. Mr. Mack stated he wants to give the residents notice prior to assessing fines.

Commissioner Penserga stated illegal dumping is everywhere in the City of Boynton Beach. He wanted to separate the two different cases. One is in residential areas, and one, which does not have adequate lighting. In the situation of dumping in residential areas, there are people throwing out mattresses. There needs to be education. He noted there was a mandatory service charge, and the service charge is \$50.00. He would like to propose an increase in the service charge. His recommendation is to create a tied system, education, notification; the fees would go from \$50 to \$100. Mayor Grant stated he did not believe the City could be punitive in collecting these fines.

Mr. Mack stated the \$50.00 is already on the books, and this would clarify how it would be processed.

Commissioner Penserga asked for clarification regarding the \$50 on the books. Mr. Mack indicated when this was done back in July 2019, all of the Solid Waste fees were set by Ordinance, when it was changed to resolution. When this was done, the mandatory service charge and special pick up remained. This actual resolution taking it from the ordinance and placing it on the fee schedule. Indicated the City can do a special pickup with a maximum amount of three cubic yards.



Mayor Grant asked if certain people could be charged \$125 for a mandatory service and a special pick up charge. Mr. Mack provided some explanation charges.

Mayor Grant asked why anyone would call for a special pick up, if it were only \$50 for the mandatory pick up charge. Mr. Mack indicated the fee could be changed to \$75. Mayor Grant stated he wanted both to be \$50, to see if that works out.

Mr. Mack pointed out \$75 is the minimum charge for the special pick up. Mayor Grant stated if the City does not explain how the city charge above for the \$75, there might be some legal ramifications.

Mr. Groff stated if there is an early set out, and there is a large pile there would be a fee, after warning plus additional cost if it is not cleaned up. Staff can bring back other options. Tonight is to clean up the ordinance and bring back some additional options. Mr. Groff stated it was up to the Commission how the process would work.

Mayor Grant stated the special pick up and mandatory service are different charges.

Mr. Mack stated if a resident placed items up to three cubic yards, there is no fee. If the items were not placed on the correct date, there would be an extra fee. If they place 10 cubic yards they would need to have a special pick up or pull it back.

Mayor Grant asked if the City list the cost per cubic yard. Mr. Monestime stated typically it either 3 or 6 cubic yards.

Mayor Grant asked if it were 2 cubic yards how much would it cost. Mr. Monestime replied it would not be a cost because 3 cubic yards are included in their rates.

Mayor Grant asked how you could say there is a minimum, if staff do not explain how they charge for more yards of trash. Mr. Monestime replied typically it goes by the dump fee. Mr. Mack stated it is charged per ton. The City has a contract with Solid Waste Authority.

Mayor Grant stated all the other charges are written down, but the cost for the cubic yard are not written down and how it is charged.

Commissioner McCray stated there are the landscaping owners, which is cheaper to have a special pickup.

Commissioner Penserga inquired about the process for repeat offenders. Mr. Mack stated currently the way in which it works, Community Standards would create a case for placing the trash out early. They wait the seven days and now it is back to the bulk trash day. This is the reason for the mandatory service charge. Ms. LaVerriere stated this is one of the reasons there are complaints the trash is not being picked up. The City does not have the ability to fine and pick up.

Mayor Grant stated the sanitation department would pick up the trash and not go through Community Standards; the City would charge a mandatory service charge.

Mayor Grant stated if it were a vacant lot, it would be assigned to Community Standards. Mayor Grant indicated during the hurricane season, he witnessed his neighbor, with over three cubic yards without any extra charges. Mr. Mack stated there are no limits for bulk trash pickup.

Mayor Grant asked if the resident does not pay their utility bill, would the water service be scheduled for disconnection. Mr. Groff replied if the fee is on the bill and the resident does not pay their bill in full, they will go on the cut off list. There would be mechanisms in place for a payment plan. Mr. Groff explained this is after education. They are not getting a fine the first time.

Mr. Mack stated he intended to use social media to get the word out about the new regulations including some Public Service Announcements. Mayor Grant stated he would like to see monthly Public Service Announcements and invited the Sanitary Department to join the City of Boynton Beach Facebook.

Commissioner Romelus inquired how this works for apartment buildings.

Mr. Mack indicated if they have an individual meter. All the residents of the building would be assessed.

### **Motion**

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion, which unanimously passed.

- B. PROPOSED ORDINANCE NO. 19-043 - FIRST READING** - Approving the abandonment of an FP&L utility easement within the Ocean Breeze East development, located at 100 NE 7<sup>th</sup> Avenue. Applicant: Lewis Swezy, Ocean Breeze East Apartments LLC.

**Attorney James Cherof** read proposed Ordinance No. O19-043 into the record on first reading.

### **Motion**

Vice Mayor Katz Moved to approved. Commissioner McCray seconded the motion.

Commissioner McCray complimented staff on a job well done.

## Vote

City Clerk Gibson called the roll. The motion unanimously passed.

- C. **PROPOSED ORDINANCE NO. 19-040 - SECOND READING** - Approve proposed amendments to Part II, Code of Ordinances, Chapter 10, Article II, Refuse, Garbage and Trash, Section 10-23 & Section 10-24, Amending definitions and codes clarifying mandatory service charge to curtail illegal dumping.

**Attorney James Cherof** read the proposed Ordinance No. O19-040 into the record by title only on second reading.

## Motion

Commissioner Romelus moved to approve. Commissioner Penserga seconded the motion.

**Davison Monestime**, Solid Waste Manager, indicated there were three major issues that needed to be addressed: placement of household garbage in a loose and uncontained manner on the roadside, unlimited bulk trash/vegetation and collection of yard trash piled separately from all other trash. Explained the mandatory service charge process and implementation. The City has implemented the MyCivic application which provides better citizen engagement and allow for the solid waste personnel to take pictures of violations and upload into the system. Mr. Monestime explained the differences between the various types of household and yard waste. There would be public service announcements and additional educational opportunity for the public.

Mayor Grant indicated his only concern was the special pick up and fees associated with the pickup. Mr. Monestime explained the process and educational features being put into place. Mr. Monestime noted fees would not begin until February 14, 2020.

Vice Mayor Katz applauded staff for getting this done. He expects people to complain, but as long as there is a warning system prior to the implementation of fees, he was in favor.

Commissioner Romelus thanked the Commission for having this on the agenda. This item was long overdue.

## Vote

City Clerk Gibson called the roll. The motion unanimously passed.

- D. **PROPOSED ORDINANCE NO. 19-041 - SECOND READING** – Approving amendments to Part II, Chapter 15. Offenses-Miscellaneous of the Code of Ordinances, and Chapter 1, Article I. General Provisions and Chapter 3, Article I.

*Overview* of Part III of the Code of Ordinances (i.e. Land Development Regulations) declaring that when there is a conflict between measures of a Chronic Nuisance Corrective Action Plan and the Land Development Regulations, the measures of a Chronic Nuisance Corrective Action Plan shall prevail.

**City Attorney James Cherof** read proposed Ordinance No. O19-041 into the record by title only.

### **Motion**

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion, which unanimously passed.

### **Vote**

City Clerk Gibson called the roll. The motion unanimously passed.

- E. **PROPOSED ORDINANCE NO. 19-042 - SECOND READING** - Approving the partial abandonment of three (3) separate platted utility easements within the Cortina PUD plat, as part of the Alta Cortina project development, located at 1100 Audace Avenue, in Boynton Village and Town Center. Applicant: Henry Pino, ALTA Boynton LLC.

**City Attorney James Cherof** read proposed Ordinance No. O19-042 into the record by title only.

### **Motion**

Commissioner McCrary moved to approve. Commissioner Penserga seconded the motion.

Vice Mayor Katz asked for discussion. Indicated he spoke with the City Manager regarding the issue with the dog park. The owners are neglecting the property.

**Andrew Mack**, Public Works Director, indicated staff reached out to the Property Owners Association (POA). The Property Owners Association is the responsible party to maintain the dog park. There was a very positive meeting and the POA recognized there was an issue. The Property Owner Association is working on a corrective action plan; there was also a meeting with the property manager. The POA recognized the dog park is an asset to the association. They spoke about some retrofit of the Southside dog area.

Vice Mayor Katz stated this was neglect to the property. The park is well used. The Property Owners Association needs do better. Mr. Mack stated the POA did not understand the full dynamics of maintaining the dog park. The POA hired a regular

landscape person; not understanding the need to hire a specialist to maintain the dog park. Mr. Mack would bring an agreement back from the POA in January 2020.

### **Vote**

City Clerk Gibson called the roll. The motion unanimously passed.

Mayor Grant indicated on the Future Agenda, he spoke with Representative Mike Caruso, had a bill regarding septic tank inspections. He was not aware how many people in the water utility could use. He understands the City deals with stormwater; he would like to see if the City could do some septic tank inspections. He noted in the Palm Beach Post there was a \$30M bond issue for Parks and Recreation Department. The City has received the penny sales tax. In the downtown playground areas, the City is looking for private sponsors to place their name on the parks. This is in addition to Girl Scout Park, Leisureville Park, Eco Park, and other parks throughout the City of Boynton Beach. Asked if the Commission was willing to have a Parks and Recreation Bond. He would like to discuss this item on the Future agenda; he would like to have this placed on the November 2020 ballot.

Commissioner McCray inquired if the Mayor was requesting to create a bond issue to charge the residents for parks.

Mayor Grant discussed the sale of the nickels property west of the mall. He made the request and the board approved the Vision Zero. Ms. LaVerriere explained staff was attending the Vision Zero workshops. The Mayor requested a resolution on becoming a Vision Zero City.

Commissioner McCray asked for clarification about the \$30M bond for the Parks and Recreation Department. Mayor Grant clarified the City of West Palm Beach has a \$30M recreation bond. The City of West Palm Beach has been doing it for 20 years.

Commissioner McCray asked if the Mayor was requesting to have a Bond for the City of Boynton Beach. Mayor Grant said yes. The City has an Eco park, downtown park, and Leisureville Park, the City does not have funds to build, and there is an option to maintain, but not do both. He wants the residents have an option to build a Youth Empowerment Center, which is an option he would like to give to the residents. He believes the City should have that option available.

Commissioner McCray suggested making it after the March 2020 election, even for discussion. Commissioner McCray stated the Commission is killing the citizens with these additional taxes.

Vice Mayor Katz stated he supports Commissioner McCray's request this item should wait until after the election. Vice Mayor Katz indicated he does not have a problem having

a conversation regarding the bond issue, but he was not in support of voting on this item. He has no problem having a discussion after the election regarding a bond referendum.

Mayor Grant asked to have a discussion at the first meeting in April 2020; the Commission could discuss or take it off.

Commissioner Penserga requested a discussion regarding opportunity zones. He would like to create an opportunity zones taskforce.

There was consensus to create an opportunity zone taskforce.

Vice Mayor Katz suggested reviewing/revising the start time of the meeting from a 6:30pm to a 5:30 pm start time. He explained he would not be in attendance at the December 17, 2019.

There was consensus to discuss the change in meeting starting time.

### **13. FUTURE AGENDA ITEMS**

A. Sale of City parcel on NE 4th Street to Boynton CRA - **December 17, 2019**

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

**December 17, 2019**

**February 18, 2020**

### **14. ADJOURNMENT**

#### **Motion**

There being no further business to discuss Commissioner Romelus moved to adjourn. Vice Mayor Katz seconded the motion.

#### **Vote**

The motion unanimously passed. The meeting adjourned at 11:20 pm.

*(Continued on next page)*

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Mayor - Steven B. Grant

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Vice Mayor - Justin Katz

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Commissioner – Mack McCray

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Commissioner – Christina Romelus

\_\_\_\_\_  
Commissioner – Ty Penserga

ATTEST

\_\_\_\_\_  
Crystal Gibson, MMC  
City Clerk

\_\_\_\_\_  
Queenester Nieves  
Deputy City Clerk



Minutes of the City Commission Meeting  
Held in the Intracoastal Park Clubhouse  
2240 N. Federal Highway, Boynton Beach, Florida  
On Tuesday, December 17, 2019, at 6:30 P.M.

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**PRESENT:**

Steven B. Grant, Mayor  
Mack McCray, Commissioner  
Christina Romelus, Commissioner  
Ty Penserga, Commissioner

Lori LaVerriere, City Manager  
Shana Bridgeman, Assistant City Attorney  
Crystal Gibson, City Clerk

**ABSENT:**

Justin Katz, Vice Mayor

**1. OPENINGS**

A. Call to Order - Mayor Steven B. Grant

Invocation - Elder Lester, New Disciples Worship Center

Pledge of Allegiance to the Flag led by Commissioner Penserga

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to delete item 6-F.

Commissioner McCray inquired why this item was being deleted. Lori LaVerriere, City Manager, responded the agenda item needs to be amended. This is a change order for roof repair. Additional damage was found so the item needs modification.

Mayor Grant requested to add announcement for 3-B regarding menorah lighting at the Boynton Beach Mall.

2. Adoption

**Motion**

Commissioner Penserga moved to approve the agenda as amended. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**2. OTHER**

**A. Informational items by Members of the City Commission**

Commissioner McCray wished everyone a Happy Holiday. Announced the passing of his brother. The service will be at the Community Deliverance Church 202 NW 9<sup>th</sup> Court and burial at Palm Beach Memorial Park.

Commissioner Romelus wished everyone a happy holiday season.

Commissioner Penserga gave condolences to Commissioner McCray and wished everyone a Happy Holiday.

Mayor Grant indicated on December 4<sup>th</sup> he attended a Mayor's round table in the City of Bal Harbor, speaking about hate crimes and anti-Semitism. He received some standard operating procedures (SOP), and worked with the anti-defamation league to get information for the City of Boynton Beach, Police Chief. He attended the Florida Department of Transportation meeting, regarding construction along the interchange heading eastbound on gateway; they would add another right hand turn lane. December 5<sup>th</sup> attended business over coffee. In addition, he attended a meeting with PEACE regarding Community ID program. December 6<sup>th</sup> he attended a farm tour in the Glades area given by the Florida Sugar grower's league. Mayor Grant stated hopefully he could create a new partnership with the high school in their BASA program; they need drone operators in the field. In the afternoon, it was the League of City, tri-city barbeque, which was well attended. He suggested the Commissioners to take the farm tour. December 7<sup>th</sup> he attended the Pearl Harbor ceremony. Attended the City of Boynton Beach Parade and light up the park. December 9<sup>th</sup> he attended the INCA holiday party. December 10<sup>th</sup> he attended a SCORE luncheon. December 11<sup>th</sup> he attended the luncheon for Public Works. Noted it was once called the dumpster graveyard, the Public Works department has made this area amazing. In addition, he attended the holiday party for the Fire Department. December 12<sup>th</sup> he attended the Metropolitan Transportation Planning (MPO) Agency meeting, which approved the long-range transportation plan as required by the Federal government to certify the MPO. Attended a finish America Chamber of Commerce and spoke with a representative regarding having a mid-summer event next June 2020. Attended a meeting with Palm Tran service board, as well as attended the Gold Coast Band Holiday concert. December 13<sup>th</sup> he was the judge at the boat parade. He also spoke with Ted Hodkinson regarding his item on the agenda.

Commissioner Penserga commended staff on the holiday and boat parade.

Commissioner McCray asked about the attendance at the parade.

Commissioner Romelus enjoyed the parade.

**3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS**

A. Quarterly update by Laura Lansburgh, Marketing Manager, about the City's Census Marketing Efforts over the past quarter.

**Laura Lansburgh**, Marketing Manager, indicated April 1, 2020 is the Kickoff; the team decided it would be 72%. The City distributed 25000 postcards and 50 posters at City facilities, outreach and local events. There is a dedicated Census web page, which had 1000 page views. The city has two computer labs, and the backdrop is the Census information as well as the City logo. There were many promoting the Census. There was Facebook live regarding the census. There were bookmarks, fanfare magazine and center ads, sowed some sample social media accounts. City Magnets for city vehicles. License plate frames, the marquee at the Library was changed to include the census 2020 information. Presentation to the PBC city management association members.

Commissioner Romelus inquired as in regards to the brochures, these are going to everyone. Ms. Lansburgh replied, everyone who receives a utility bill would receive the brochures.

Ms. Lansburgh stated The Palm Beach post included an article regarding City of Boynton Beach Census. Ms. Lansburgh pointed out the City was focusing on the hard to count areas, which has been identified. There would be training available for staff regarding the census.

**John Durgan**, Economic Development Specialist, noted there would be a Census Job fair the second week in January. The City of Boynton Beach has collaborated with Pathways to Prosperity and a Healthier Boynton Beach. The Census Company would need to hire 5000 workers. Mr. Durgan stated the starting range is \$17.50 for field workers and \$15.50 for clerical workers. Jobs last January through July 2020.

Commissioner Romelus asked if there are any restrictions. Mr. Dugan stated a criminal background does not preclude from being a worker. Not be a resident. Must be 18 years old and have transportation.

B. Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding the 2020 Martin Luther King Jr. Celebration event.

**Eleanor Krusell**, Public Communication and Marketing Director, announced the 2020 Martin Luther King Jr., Celebration event in partnership with the Community Redevelopment Agency, the community is invited to attend. This event will be held at Sara Sims Park, January 20, 2020 @ 12 noon, and invited all community members to be a part of planning this event.

**Meeting Minutes  
City Commission Meeting  
Boynton Beach, Florida**

**December 17, 2019**

Commissioner McCray asked if this was the only celebration for the Dr. Martin Luther King Jr. The community has been reaching out to the City to be a part of the celebration. In the park, there was a parade, a gala, a march just to name a few. The Churches in the area stated they have reached out, but have not received a response from the City.

Mayor Grant asked if there was an MLK committee. Ms. Krusell indicated this is what she is encouraging this tonight.

Mayor Grant stated Monday January 20, 2020, is the federal holiday of day of service.

Mayor Grant asked what would be the best way to get involved with the committee. Would we have more information at the next commission meeting? Ms. Krusell replied they are getting the cards and brochures out in the next couple of weeks. Those wishing to receive additional information can call 561-742- marketing@bbfl.us

Mayor Grant asked if there was a planned a meeting with the MLK committee before the January 7, 2020 meeting. Ms. Krusell indicated this was the first step; staff are reaching out to the community to form the committee. I hope there could be a meeting prior to the end of the year.

Mayor Grant stated there should be a meeting by December 30, 2019,

Commissioner McCray asked if you have reached out to the committee, which served last year. Ms. Krusell noted staff has not reached out. Commissioner McCray stated this would be a great starting place.

C. Announcement by Eleanor Krusell, Public Communications and Marketing Director, of the 12 winning entries of the 49th Annual Holiday Parade.

**Eleanor Krusell**, Public Communication and Marketing Director, announced the award winners, Outstanding Musical Performance- Galaxy E3 Elementary School Dynamic. Outstanding Use of Technology- Poinciana STEM Elementary school. Outstanding Artistic Design-Sunshine Circus Arts. Outstanding display of fantasy- Delray Beach Medical Center. Outstanding Depiction of Life in Boynton Beach-Boynton Beach Inclusion Team. Outstanding interpretation of a theme-Boynton Beach Lake High, Rams Band. School Outstanding Display of entertainment, Boynton Beach Community High School, Tiger Sound Band. Outstanding whimsical- School House Museum and learning center. Most Creative- FBI Kids and Dream Team Elite Dance. Staff develop online photo gallery on Facebook, and created a people choice award- Bright Horizons at Boynton Beach. The Mayor Traveling trophy - Southern Customs Iron & Art.

Mayor Grant asked if the pictures taken could be upload so anyone could review /download the pictures. Ms. Krusell replied the pictures are on smug mug and the residents do not have access to the pictures. Noted there was also drone footage of the crowd.

Commissioner McCray stated to the Galaxy E-3 elementary School wanted to congratulate them. The City of Boynton Beach should be proud of this school. He also wanted to give kudos to Poinciana Elementary.

Commissioner Romelus noted Palm Beach State College participated. She is a professor at Palm Beach State College. In addition, these children are amazing.

D. Menorah lighting in the City of Boynton Beach, by Chabad Boynton.

Mayor Grant noted Chabad Boynton for the 25th Annual Menorah Lighting Ceremony, would like to request the marketing department reach out to the Chabad Boynton to promote this event on December 29, 2019- from 3-5 pm.

#### **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)**

Suzanne Ross, Schoolhouse Children Museum stated November ended on a high note. Increase membership sales in relations to last year. There were many new faces. Additionally a new funder selected the museum as an organization to support. The Henry Niehaus foundation supported their initiative to support and reach more underserved children. The grant is for \$15000, for the museum on the go, and other stories.

Commissioner McCray congratulated her on the \$15,000 grant.

Mayor Grant asked if the Children Schoolhouse Museum would be celebrating New Years on Noon. Ms. Ross replied no.

**Ed Chase** Director of Intergovernmental Affairs thanked the City of Boynton Beach for the support for the census 2020. He stated it is imperative to count every single vote. Noted the City of Boynton Beach is one only a few Cities, which has created a complete, count committee. Pointed out the City of Boynton Beach was ahead of all other municipalities in Palm Beach County. Every person counted means money to the City. Thank you to for empowering city staff.

Commissioner Penserga asked how much money the City receives for each person counted.

Mr. Chase replied each person counted, the City would receive \$1600, per person per year.

**Herb Suss**, 1701 Wood Fern, in the pass he told him about his Alzheimer situation, last three weeks he changed his diet. Indicated getting rid of meat would help climate change.

## **5. ADMINISTRATIVE**

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

### **Motion**

Commissioner Penserga nominated Sharon Grcevic to regular member of the Community Redevelopment agency Advisory Board. Commissioner McCray seconded the motion.

### **Vote**

The motion unanimously passed.

### **Motion**

Mayor Grant nominated Angela Cruz to the Community Redevelopment Agency Advisory Board. Commissioner McCray seconded the motion.

### **Vote**

The motion unanimously passed.

### **Motion**

Commissioner Penserga nominated Angela Cruz to the Senior Advisory Board as a regular member. Commissioner McCray seconded the motion which

### **Vote**

The motion unanimously passed.

Angela Cruz thanked the commission for the nomination. Indicated she was a recent homeowner and wanted to get involved with her city.

## **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. Approve rescheduled Commission meeting dates due to conflicts with elections in 2020: March 17, 2020 rescheduled to March 18, 2020; August 18, 2020 rescheduled to August 19, 2020 and November 3, 2020 rescheduled to November 4, 2020.

**B. PROPOSED RESOLUTION NO. R19-163** - Approve and authorize the Mayor to sign an

Interlocal Agreement between Palm Beach County and the City of Boynton Beach for connection to the County's fiber optic network at an annual cost of \$4,750.

C. Approve request to release Unity of Title for 2848 SE 1st Court (08-43-45-33-11-000-0230), also known as Lots 23 and 24 Dewey Heights. Applicant: Theodore C. Hoskinson.

Mayor Grant stated there is a huge Bayan tree on the second property. By making it two properties, two homes can be constructed on the property. Mayor Grant noted Mr. Breese stated the tree protection ordinance is not applicable. There is a lot of shade cover, asked some trees placed on the property.

Theodore C. Hodkinson replied it was his intention to plant more trees.

Commissioner McCray stated concerning the Bayan tree, he would like to save as many trees as possible.

### **Motion**

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion.

### **Vote**

The motion unanimously passed.

**D. PROPOSED RESOLUTION NO. R19-164** - Authorize the City Manager to sign a Letter of Agreement (LOA) with The Agency for Health Care Administration (AHCA) for the State Fiscal Year 19-20 PEMT MCO Program.

E. Approve emergency purchase orders that were issued for a total expenditure of \$94,701.33 for the purchase of a replacement electrical power transformer and associated equipment at the City's West Water Treatment Plant.

F. Approve change order #1 in the amount of \$2,100 increasing Purchase Order No. 191387, for roof repairs at The West Water Treatment Plant buildings A and B, issued to Anzco, Inc. on September 12, 2019, in the amount of \$110,000. This increase will make the total cost of the roof repairs \$112,100.

G. Piggy Back by Purchase Order the State of Florida Alternate Contract #43211500-W SCA-15-ACS for the purchase of four Dell/Datrium Compute nodes from Transource Services Corp in the amount of \$88,335.68.



H. Approve funding in the amount not too exceed \$12,000 for a Commercial Rent Reimbursement Grant to LuxCorp. Inc. (Lux Salon) located at 3469 W Boynton Beach Blvd. #5, Boynton Beach, FL 33436.

I. **PROPOSED RESOLUTION NO. R19-165** - Authorize the Interlocal agreement between CRA and the City for reimbursement of funding of furniture and relocation services into the new City Hall in the amount of \$115,000.00.

J. Authorize the City Manager to implement proposed changes in purchasing thresholds pursuant to Chapter 10 of the City's Administrative Policy Manual.

K. Accept the written report to the Commission for purchases over \$10,000 for the month of November 2019.

L. 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 December 17, 2019- "Request for Extensions and/or Piggybacks."

M. **PROPOSED RESOLUTION NO. R19-166** - Approve and authorize the Mayor to sign a Purchase and Sale Agreement with the CRA to transfer ownership of the City owned property located at NE 4th Street and NE 1st Ave.

### **Motion**

Commissioner McCray move to approve the remainder to the consent agenda. Commissioner Romelus seconded the motion.

### **Vote**

The motion unanimously passed.

## **7. CONSENT BIDS AND PURCHASES OVER \$100,000**

A. **PROPOSED RESOLUTION NO. R19-167** - Approve utilizing the Houston-Galveston Area Council's Contract ILC No. 18-6755 to furnish and install Command Central Aware software for the Police Department's Real Time Crime Center from Motorola Solutions, Inc. of Plantation, FL for a first-year amount of \$465,860 and annual subscription payment of \$93,503 during years two through six of the contract for the annual subscription. Authorize the City Manager to sign a Contract with Motorola. The Houston-Galveston Area Council's procurement process satisfies the City's competitive bid requirements.

B. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over \$100,000 as described in the written report for December 17, 2019- "Request for Extensions and/or Piggybacks."

**C. PROPOSED RESOLUTION NO. R19-168** - Authorize the purchase of "Extreme Networks" network equipment and Palo Alto firewalls from STEPcg of Covington, KY in the amount of \$249,966.69 utilizing the State of Florida Alternate Contract Source Number 43220000-W SA-14-ACS and National Cooperative Purchasing Alliance (NCPA) contract Synnex NCPA 01-97 Advanced Technology Solutions Aggregator for the purchase, installation, and configuration of networking and firewall equipment at the Police Headquarters and authorizing the City Manager to sign the Quotation and Statement of Work with STEPcg. The State of Florida Alternate contract and Synnex NCPA contract complies with the City of Boynton Beach's competitive bid requirements.

**Motion**

Commissioner Penserga move to approve the Consent agenda for Bids and Purchases over \$100,000. Commissioner McCray seconded the motion.

**Vote**

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.**

**A. PROPOSED ORDINANCE NO. 20-001 - FIRST READING** - Approve revisions to the Workforce Housing Program (CDRV 19-008) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 1. General Administration, Article II. Definitions, and Article V. Housing Initiatives, Section 2. Workforce Housing Program. Applicant: City-initiated.

**Shana Bridgman**, City Attorney, read Ordinance No. O20-001 into the record by title only on first reading.

**Hanna Matras**, Senior Planner, explained this was the first amendment to the workforce-housing program. The present version of the Workforce Housing ordinance was approved on September 19, 2017, a result of a conversion of the former mandatory inclusionary zoning program into a voluntary density and height bonus program. Neither has ever been utilized. It is staff's opinion that, given the high level of development activity in the city, the proposed revisions are likely to stimulate the private sector's interest in the density bonus offered in exchange for participation in the program.

Currently, the limited interest stems partly from its restricted geographic applicability: only projects located in the Downtown Transit-Oriented Development District (DTODD) can participate in the program. The key proposed change expands applicability city-wide:

projects with Mixed Use High, Medium, and Low as well as Special High Density future land use classifications would be eligible in all areas where such classifications are allowed. Moreover, the program would now offer density bonus, also citywide, to developments implementing affordable housing programs with 100% affordable units, in all future land use classifications except Low Density Residential.

These revisions look at the ordinance affordability prices and incomes, the single family median sale is \$244,000 condominiums is \$121,000 new construction is above \$360,000. Ms. Matias provided some background information on the rental housing markets; the proposed revisions constitute a first step in the work plan of the staff's Housing Work Group. The longer-term approach is a comprehensive review of the Land Development Regulations that could potentially support attainable housing. Such regulations will include minimum lot sizes and non-conforming lots, minimum living area, accessory dwelling units, and parking requirements.

Ms. Matras noted changing the source of income data for income eligibility determination, from the Boynton Beach Median Household Income from the American Community Survey to the Area Median Income (AMI) for the Palm Beach County as provided annually by the Department of Housing and Urban Development. The latter is commonly used in most housing programs. Increasing the fee-in lieu amounts for both for-sale and for rent units. The higher fees are intended to encourage construction of units. To further incentivize construction, the amendment proposes to increase the percentage of set-aside units designated to be workforce housing as a base for in-lieu fee if the payment option is selected.

Commissioner McCray noted the City have some workforce housing project already underway, how would this benefit the City of Boynton Beach. Ms. Matras replied this would be beneficial to the City of Boynton Beach. The previous program, there are no units which have been Built with the help of this ordinance.

Lori LaVerriere stated the two project Commissioner McCray is referring were the Ocean Breeze projects. Indicated the ordinance would not affect the project in any way.

Mayor Grant pointed out those are not workforce housing, those are affordable housing units.

Commissioner McCray stated if the change in the ordinance would not affect the ongoing projects, he was in favor.

Commissioner Romelus requested clarification for the numbers for the HUD AMI and the City of Boynton Beach median household income.

Ms. Matias replied for the HUD number is 60-120%. This would be \$45,000 to \$90,000 with Boynton Beach income, based on the American Community Survey of \$30,000 to \$61,000.

Commissioner Romelus stated in the interest of understanding the surrounding real estate looks like, Boynton Beach real estate is more affordable than the surrounding area. If the staff was looking at changing from the City of Boynton Beach median household and to looking at the surrounding median house hole income, which fluctuate and changes the rate which would be placed on the application. She would like to revisit the conversation, and made clear to her, they are not increasing the threshold by making the area median income, rather than Boynton Beach median income, and because keeping the Boynton Beach median income makes it more affordable. She is seeing the changes and she does not agree with these changes.

Ms. Matras indicated this was a 5-year average. The City could lower the median household income. This would allow people to be part of the program.

Commissioner Romelus stated it needs to remain as the Boynton Beach median income and not shift to the Area Median Income.

Mayor Grant asked what was the difference between the Boynton Beach Median Household income and the Area Median Income (AMI).

Ms. Matras replied the Boynton Beach range is \$30,000-\$60,000 and the Area Median Income is \$45,000-\$90,000.

Mayor Grant indicated he was happy the City was expanding the workforce housing ordinance, outside of the TOD. The problem is he believes staff is mistaken a developers would spend \$80,000 in addition to build a house. He does not believe increases the prices is a way to go; he stated the prices should remain the same. The City of Boynton Beach want workforce housing or the money. This is what happens when this is voluntary, the developer has the options. He stated for the past 10 years the Commission tried to make it mandatory, but the Commission at that time placed a moratorium on it. He was happy with expanding the zone, he was not happy with the increased rate. The real estate market and the current economy is unknown. The City needs to move forward with the mandatory workforce-housing program. If the developer uses the bonus, the City receives something. If the developer does not use the bonus, the City would receive something. In addition, the city is allowing building of thousands of units and the City has not created a system to help fund affordable housing in Boynton Beach. The reason a voluntary system, staff was under the impression the Town Square project would have workforce housing, but it does not. The main issue for multifamily, each parking space was \$25,000. If they are using the surface lot, it was only \$5,000. He was requesting to keep the rate the same and expand the area.

Commissioner Romelus agreed with Mayor Grant, that this ordinance needed to shift from a voluntary basis to mandatory basis. She does not agree with the prices remaining the same. There should be some type of middle ground in the in-lieu-of. The fact the City has issues with the parking regulations. Staff would go back and working through the LDR

and make some changes, which would allow some changes. She agreed on certain points. She would like to see the in lieu cost increase.

Commissioner McCray asked what was the median household income, that they do not have a record of the median income. Ms. Matras stated staff has the only source of increase was the census. The number which are used are reasonably used was a five year average. There is no data, which has been provided to staff.

Commissioner Romelus asked if this was written into the original ordinance using the Boynton Beach Median Income, what this was being based on. Ms. Matras stated the City would go back to the America Community Survey.

Mayor Grant said according to the website census.com the numbers for the City of Boynton Beach are below number was not trying to be adversarial; they are not going to take the option. Density bonus. He does not think the parking ordinance, he was not happy with increasing the rates.

Commissioner Romelus wanted to propose, moving forward; perhaps part of the language should be Boynton Beach median income or AMI whichever is less.

Ms. Matras stated regarding the mandatory programs, in 2019 the legislature passed a law which requires all inclusionary zoning, mandatory ordinances, the benefits which are offered to the developers must offset the cost to the developer. Palm Beach County has hired consultants, which has made those calculations. If the City wanted to move back to the Mandatory program, the City would need to hire consultants, and the program meets the new law.

Mayor Grant asked if the City had kept the 2007, workforce-housing ordinance would the City need to comply with the new law. Ms. Matras said yes.

Mayor Grant stated they want to entice developers to take the workforce housing program voluntarily. Whether it is the density, or to pay for that capability. He stated no one would spend an additional \$40,000 per unit for workforce housing. If they need to pay an addition \$50,000 for parking. He believe the City need to lower the fees, or subsidize the residences.

Commissioner Romelus asked what is the balance of the Workforce trust. Ms. LaVerriere stated none. Commissioner Romelus stated what has been done in the past is not working. Deep dive in the Land Development Regulation (LDR), and make changes. When the City of Boynton Beach made changes to the LDR to allow affordable housing developers to change the parking spaces amount. Provided as an example. She agrees the in-lieu-fees are very high. If the city was trying to make affordable housing available. She does not like the in-lieu fees originally.

Mayor Grant stated they are not trying to be adversarial with developers, they city is trying to entice them. Unless it is a benefit and it feels good, the developer would not take the option for the workforce housing. Mayor Grant stated he would rather have something, than nothing at all. Stated the number are too high, they would have had that density bonus. The fixed the parking ordinance to allow for the lower units. He does not think the parking ordinance could get any lower. He was not happy with the increase in the rates. What is the point of doing something if it was not going to be used?

Commissioner Romelus asked staff to provide the justification for the numbers.

Ms. Matras explained this was based on the affordability gap. However, when these calculations were done three years ago, there was a portion of the gap to be funded. Ms. Matras would provide additional information to the commission. This was a policy decision by the Commission.

Mayor Grant stated with those calculations there should also information of what would it look like. The reason why he was in favor of lowering it, was because it could be increased.

Commissioner McCray suggested going back and bring back the simplest form. He could not vote on this item.

**Mike Rumpf, Director of Planning and Zoning** noted this is not a perfect science, nor was it easy. Staff tried to walk a fine line of acceptability. When the City originally looked at having a mandatory ordinance, the economy was recovering. Then it was suspended again, if it was put in place at that time, it was a chance the City would have pushed the developers to other community. They need to look at potential costs. There is a table from other communities. Staff would back with numbers and comparison table.

Commissioner Romelus would like to see the comparison chart of the in-lieu fees.

Mayor Grant asked to bring back what the County has done, since Palm Beach County has a workforce-housing program. How much money has the County received, how many units built, and their rate.

Commissioner Romelus stated she would like to see the comparison chart from other municipalities.

Mayor Grant opened to public comment.

**Michel Simon**, CRA Executive Director, 714 Hillcrest Road, stated this was a very important ordinance. This has been made very confusing and complex. There are some major points you need to remember. The most important thing was to make it citywide and make it available to anyone who are already doing 100% of affordable units. The concern about AMI or the HUD which is the industry standard. He suggests using the



HUD, which is the standard for CDBG and SHIP programs. All the affordable housing program uses the AMI of your county. You may think that you are lowering by using this survey and using the 30-60% of the median income, that range is already covered, in the AMI that HUD uses of the County, you reduced the amount the people who can get this help. You want that because you are lowering the median income, that range is already covered in AMI, which HUD uses in your County, you are reducing the amount of people who can get the help, the \$60,000-\$91,000 individual you could get into a home, or rental, those people are not going to get the assistance. If you go with the City of Boynton AMI which is clearly lower, it was a disadvantage. He would recommend using the HUD. The in lieu of is getting confused, explained if a developer want to add some units to their downtown, the developer get the density bonus, they get to add 20 units to a 100 or 80 unit complex, or they can keep that market by paying the fee the City set up, which for homeownership would be \$82,000 into the fund. Mr. Simon explained the \$82,000, if the units are not built on the site; the money is to help build more affordable housing. The reason why the County number is \$160,000 is that there are no lots available for \$160,000. Having less money in-lieu-of doing the affordable housing does not help go buy more affordable housing. In the case of rental, it is \$36,000. If you as the developer are buying and building an apartment complex, the developer would not want to pay for land more than \$24,000 per door. If that unit is in-lieu-of and the developer does not want to build workforce in his building, the developer wants to pay the city to use it somewhere else. The \$36,000 is the number, which would be used for the one door. What does it take to get into affordable housing? If you are building rental what is the cost per door? The minimum contribution in-lieu-of, if they do not want to do it, to do it somewhere else, the money should be done other than down payment assistance. Mr. Simon stated the City has 100% affordable housing complex within 30-90 days, if they cannot get the density bonus, the City is saying they do not want to do it. The city should go with the HUD standard. Mr. Simon stated he was very passionate about the affordable housing. It is very simple; do not get into the weeds.

**Lori LaVerriere**, City Manager, suggested to have a meeting with a workforce group to continue the conversation. It is not a simple issue. Continue the conversation before the second reading.

Commissioner Penserga asked if Mr. Simon was part of the workforce group.

Commissioner McCray thanked Mr. Simon for the clarification.

### **Motion**

Commissioner Romelus motion to move and accept the ordinance as written. Motion seconded by Commissioner McCray.

Clerk Gibson called the roll, the vote was 4-0 (*Vice Mayor Katz was absent*)  
Mayor Grant requested an explanation of affordable, workforce, subsidized housing.



Commissioner Romelus agreed with Mayor Grant, the City need to build a campaign explaining the difference programs. Requested to work with the marketing staff to brand and rebrand the city.

## **9. CITY MANAGER'S REPORT**

A. Announcement concerning the implementation of Bids & Tenders Contract Management and E-Bidding Software by Eric Marmer, Senior Buyer.

**Eric Marmer**, Senior Buyer, the City is implementing Bids & Tender an all-inclusive E-Procurement Platform recently purchased and budgeted for in Fiscal Year 2020. The platform will allow staff to administer the procurement of goods and services that are bid by the City and create efficiencies. The software would allow staff to track and post submissions, review Certificates of Insurance, review contract spending and run report data through one centralized solution. Mr. Marmer provided an overview of the e-procurement, process. He stated the software has four main components: the e-bidding portal, the bid evaluation module, the contract management module, and the vendor performance module. The intended result of this is improve ability to manage the entire process through one centralize solution: posing bid opportunities electronically, Way is the City do this, the city policy state that purchase over a certain amount must have e bid, portal, we hosted system provides management for the bid posting process. Bid evaluation, staff would not need to. See through, not mailing, all online, public access. Contract management module, ERP integration, monitoring spend super contract, management of contract in a central location for the entire organization. Allow an automated process to capture the required information. Each of these portals will allow for improved Customer Service for both our vendors and City departments. January 6<sup>th</sup> would be the first solicitation.

Commissioner McCray asked about the process. Would this do away with employee overlooking the evaluation. Makes the process more efficient. Ms. LaVerriere stated this would not eliminate any positions. Commissioner wanted to make sure the human element was not taken out, having someone other than, a machine looks over the evaluation. Mr. Marmer stated there would still be evaluation committees.

Mayor Grant indicated he was excited for this program. Asked how we reach out to become vendors. Could the economic development team implement a training program to the public? After the implementation in March, the City should reach out to the vendors and provide an educational event.

Mr. Marmer was looking at having a run report to capture data. Mayor Grant stated information would capture how much money spent on a specific vendor.

## **10. UNFINISHED BUSINESS - None**

## **11. NEW BUSINESS**

**A. PROPOSED RESOLUTION NO. R19-169** - Accept land donation from Catherine M. Speth Trust.

### **Motion**

Commissioner McCray moved to approve proposed Resolution No. R19-169. Commissioner Penserga seconded the motion, which unanimously passed.

B. At the December 3rd Commission meeting the City Commission requested an agenda item to discuss the possibility of changing the Commission meeting start times to an earlier time.

Mayor Grant stated the Vice Mayor suggested 5:30pm. He stated many people are released from work at 5:00pm. He suggested 6:00pm.

Commissioner McCray stated with the election coming up in March, this should be done after the election is held.

Mayor Grant stated the calendars are being made for next year; therefore, the vote is being taken now.

Commissioner Penserga stated the deal is to make an impact, suggested 5:30 pm to make an impact to the meeting. He believed a 30-minute change was not much of a change.

Commissioner Romelus was fine with the start time at 5:30 pm

Mayor Grant asked if the CRA meeting could be changed as well.

### **Motion**

Commissioner Romelus moved to approve the change in Commission and the CRA start time from 6:30 pm to 5:30 pm. Commissioner McCray seconded the motion.

### **Vote**

3-1 (*Mayor Grant dissenting, Vice Mayor Katz absent*)

## **12. LEGAL**

**A. PROPOSED RESOLUTION R19-170** - Establish by Resolution the District Energy System (DES) rates, fees and charges for chilled water service.

Mayor Grant read the proposed Resolution No. R19-170 into the system by title only.  
Mayor Grant asked for the rate.

**Colin Groff**, Assistant City Manager stated the rates are found in the resolution. There are five different parts for Chilled Water. BTU, energy units, measures chilled water. The way in which this is measures, the temperature of the water going in and the difference of the temperature of the water coming out. There is a based rate in chilled water is the amount that the owner of the building say they want. If the owner requested 100 tons, they would pay for 100 tons as a base rate. Whatever is used over that tonage the owner would pay a consumption fee. If the owner use less than 100 tons, they would pay the 100 ton as a base rate. This is the base rate. There is a part of the rate considered a differential, If the city sends the water at 42 degrees and send it back at 46 degrees, it is ok. If the City send the water to the owner at 42 degrees and they send the water back at 49 degrees. The customer would pay a differential between 48 degree to 49 degrees. How this was calculated, staff looked at what it would cost for an inexpensive it would cost for a building. The City wanted to make sure the rates they would pay for their own system. These rates are going to be less expensive, than if they were doing it for themselves. Mr. Groff provided some examples some of the rates and how it was calculated. This information provided in the backup.

Mayor Grant asked if the first customer would be the City of Boynton Beach. Mr. Groff indicated it would be the Cultural Center. Indicated staffed has reached out to the private customers.

Commissioner Romelus asked about single-family homes, what they would need to do to get on the system. Mr. Groff stated it was not feasible to use in a single-family home. This would be used for commercial buildings, as well as apartment building. These rates would pay for the utility, cost and provide a return back to the utility.

Mayor Grant indicated there is a \$25,000 connection charge. Mr. Groff stated this would pay for the meters; these meters were complicated with sensors and computers. Each individual customer would have his or her own contract. If you are a building, they could save money.

Commissioner Penserga stated if you were a building, you could save money. Groff stated yes. Commissioner Penserga asked where the city stands in comparison with other plants. Mr. Groff noted there are not many of these systems. The City looked as other utility and the City is in line with what other municipalities are provided, maybe a little lower that the other municipalities.

Mayor Grant asked if a customer wants air conditioning and a different customer wants heat, could the city provide both. Mr. Groff responded the City was being designed for Chilled water, there is a waste heat component, but the City was not using it at this time, in the future, the City could utilize the heating module. In the state in South Florida, the

waste heat was not economical. Staff was looking at using the waste heat to create power.

Mayor Grant asked if someone in the private community wanted to have heat. Mr. Groff stated the customer would need to have a separate heating strip.

Commissioner Romelus asked about the electric heat system, if it would be connected through FPL. Mr. Groff said the electric strip would be on the power unit, connected to FPL. Mr. Groff looked at the City building; they do not believe they would need to have heat. He believed staff could keep the temperature at 80 degrees.

Ms. LaVerriere stated this would be on the regular FPL bill.

### **Motion**

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion, which unanimously passed.

**B. PROPOSED ORDINANCE NO. 19-043 - SECOND READING** - Approving the abandonment of an FP&L utility easement within the Ocean Breeze East development, located at 100 NE 7<sup>th</sup> Avenue. Applicant: Lewis Swezy, Ocean Breeze East Apartments LLC.

**Shana Bridgeman**, Assistant City Attorney, read proposed Ordinance No. 19-043 into the record by title on second reading.

### **Motion**

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion with comment. Noted he was proud of this project.

Clerk Gibson called the roll, the vote was 4-0 (*Vice Mayor Katz absent*)

Mayor Grant requested Mr. Collin Groff to contact Jay Wheeler, President for Underground Refuse Systems, Inc. In regarding to an underground, refuse system for the downtown project. He explained it was an underground containment and collection system for solid waste.

There was a Consensus.

Mayor Grant asked for a recommendation for the senior advisory board to work with the mental health commission/committee. The City is getting an assistive living /memory care facility, as the population is aging. The City need to be more cognizant of resources for memory diseases, and the best practices of dealing with these diseases.

Commissioner McCray asked if Mayor Grant wanted the Senior Advisory board to work in partnership with the Mental Health board.

Mayor Grant noted he would like to have a recommendation from the Senior Advisory board, and ask the mental health committee to help them.

Lori LaVerriere, City Manager inquired if the Mayor would like to address the Senior Advisory board with his propose the concept.

Mayor Grant agreed.

Consensus for the Mayor to speak with the senior Advisory board.

Commissioner Romelus requested to be placed on the next agenda to approve travel for one night for Orlando, Florida. Commissioner Romelus was invited to be a speaker at a conference.

There was consensus.

### **13. FUTURE AGENDA ITEMS**

A. Quarterly Census updates by Laura Lansburgh, Marketing Manager: **February 18, 2020**

B. Staff to bring forward maintenance contract with private partners for Joe Crowder Dog Park - **January 7, 2020**.

C. Discuss Local Septic Tank Inspection Program - **February 18, 2020**

D. Discuss Fine Free Program for City Library - **January 21, 2020**.

E. Discuss City Manager's evaluation and compensation. Present salary survey as requested - **January 7, 2020**.

F. Discuss purchase and sale agreement for Nichols property - **February 18, 2020**.

G. Mayor Grant would like to invite the Central Palm Beach Chamber to a future Commission meeting to discuss their membership benefits - **March 3, 2020**

H. The Mayor requested data on Recreation and Parks programs and attendance. Staff will provide report - **January 21, 2020**

I. Consider Vision Zero Resolution - **TBD**

J. Discuss Opportunity Zones - Task Force - **January 7, 2020**

#### **14. ADJOURNMENT**

##### **Motion**

There being no further business to discuss Commissioner Romelus moved to adjourn. Commissioner McCray seconded the motion.

##### **Vote**

The motion unanimously passed. The meeting adjourned at 8:36 pm.

*(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

\_\_\_\_\_  
Queenester Nieves  
Deputy City Clerk





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Piggyback via Purchase Order Florida Sheriffs Association's Contracts FSA18-VEH 16.0, FSA19-VEH 17.0, and FSA19-VEH 27.0. Approve the purchase of replacement vehicles as authorized in the fiscal year 2019-20 budget in the estimated amount of \$270,974 by utilizing the following contracts: These contracts satisfy the City's procurement requirements.

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**EXPLANATION OF REQUEST:**

The Fleet Administrator recommends the purchase of eight (8) replacement vehicles for Fire Rescue, CMO, and Utilities as authorized in the fiscal year 2019-20 budget. Attached is a spreadsheet indicating vendor, number of units ordered, user department, bid/contract information and cost.

FSA18-VEH 16.0, FSA19-VEH 17.0 and FSA19-VEL 27.0 (Effective October 1, 2019 – September 30, 2020)

The Fleet Maintenance Division intends to award the following vendors for purchase as follows (see attached Exhibit 1 for vendor details):

- Duval Ford for one (1) Ford Police Interceptor Utility for Fire Rescue in the amount of \$39,417, one (1) Ford Escape for Fire Rescue in the amount of \$20,957, one (1) Ford Explorer for CMO in the amount of \$37,522, and one (1) Ford F-350 for Utilities in the amount of \$41,372. These units utilize the FSA19-VEH 17.0 and FSA19-VEL 27.0 contracts.
- Alan Jay Fleet sales for three (3) Chevy Silverado pick-up's for Utilities in the amount of \$82,735.65. These units utilize the FSA19-VEL27.0 contract.
- Kelly Tractor for one (1) Genie Z-30/20N RJ lift for Utilities in the amount of \$48,970. This unit utilizes the FSA18-VEH16.0 contract.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

These eight (8) replacement vehicles will be used throughout the City to provide services to our residents.

**FISCAL IMPACT:** Budgeted

Funding for the eight (8) vehicle purchases in the amount of \$210,974 is allocated in the Fleet Replacement Fund account #501-2516-519.64-33 and in the amount of \$60,000 in the Fire Department account #001-2210-522.64-33.

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**CONTRACTS**

**VENDOR NAME:** Various Vendors

**START DATE:** 10/1/2019

**END DATE:** 9/30/2020

**CONTRACT VALUE:**

**MINORITY OWNED CONTRACTOR?:** No

**EXTENSION AVAILABLE?:** No

**EXTENSION EXPLANATION:**

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Agenda Attachment - Fleet Vehicles Purchased FY2019-2020 Spreadsheet
<input type="checkbox"/> Quotes	Agenda Attachment - Florida Sheriff's Contract FSA 19-VEL 27.0 & FSA 19-VEH 17.0 for Vehicles Listed #1
<input type="checkbox"/> Quotes	Agenda Attachment - Florida Sheriff's Contract FSA19-VEL 27.0 for Vehicle Listed #2
<input type="checkbox"/> Quotes	Agenda Attachment - Florida Sheriff's Contract FSA 18-VEH 16.0 for Vehicle Listed #3

## Fleet Vehicles Purchased FY2019-2020

VENDOR	# UNITS/MODEL	DEPARTMENT	BID/CONTRACT	COST EACH	OPTION COST	TRADE IN	TOTAL
Duval Ford	One (1) Ford Interceptor Utility AWD	Fire Rescue	FSA 19-VEL 27.0	35,016.00	4,401.00		39,417.00
Duval Ford	One (1) Ford Escape	Fire Rescue	FSA 19-VEL 27.0	20,434.00	523.00		20,957.00
Duval Ford	One (1) Ford Explorer	CMO	FSA 19-VEL 27.0	30,628.00	6,894.00		37,522.00
Duval Ford	One (1) Ford F-350 Utility Truck	Utilities	FSA 19-VEH 17.0	23,294.00	18,078.00		41,372.00
Alan Jay Fleet Sales	Three (3) Chevrolet Silverado Ext. Cab Pick-UP trucks	Utilities	FSA 19-VEL 27.0	21,084.55	6,484.00		82,735.85
Kelly Tractor	One (1) Genie Z- 30/20N RJ Boom	Utilities	FSA 19-VEH 16.0	48,970.00	0.00		48,970.00
<b>Total:</b>				<b>\$179,437</b>	<b>\$36,380</b>	<b>\$0</b>	<b>\$270,974</b>

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ASSOCIATION

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## PURCHASING PROGRAM

◀ [Back to Main Purchasing Page \(https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program\)](https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program)

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### FSA 19-VEL27.0 PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES

**Contract Term: October 1, 2019 – September 30, 2020**

The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment, and services that are available to all eligible\* entities since 1993. While most entities purchasing from our contracts are within the state of Florida, eligible\* entities from other states have used the contracts if their governing purchases ordinance allows.

For details of the products available, review the category you are seeking to purchase. Simply select the drop-down arrow and locate the vehicle of choice. The vehicle links will take you to pages that are solely dedicated to the bid award for that commodity. Follow the purchasing instructions and remember to send CPP a copy of your purchase order. Continue to scroll the bottom of the page and find a link to all the bid supporting bid documents.

## Purchaser Ordering Process Tutorial



## CITY OF BOYNTON BEACH

Prepared for:

CITY OF BOYNTON BEACH  
 BILL DARTY  
 561-741-6225  
 DartyW@bbfl.us

Contract Holder:

DATE: 12/12/19

Duval Ford Fleet Sales

Laura Torbett

(Work) 904-888-2144

(Fax) 904-888-8818

(Cell) 904-888-6027

Laura.Torbett@duvalfleet.com

1616 Cassat Ave. Jax, FL 32210

PLEASE CONSIDER RECEIPT OF QUOTE AS FINAL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL17 Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Quantity	Code	Equipment	Price
0	SPEC 238	2020 FORD INTERCEPTOR POLICE RATED UTILITY - AWD K3A (NORTHERN)	\$ 35,016.00
0	995	3.3L V6 GAS ENGINE	\$ (2,500.00)
0	STD	POWER WINDOWS/ DOOR LOCKS	\$ -
0	153	Front License Bracket	\$ -
0	D51R	DELETE Driver's Side (Left Hand) Spotlight	\$ (110.00)
0	BUC	4.2" LCD BACK UP CAMERA CENTER STACK DISPLAY	\$ -
0	66P	KEYLESS ENTRY	\$ -
0	E4	EXTERIOR: VERMILION RED	\$ -
0	66	INTERIOR: CLOTH FRONT SEATS/ REAR VINYL	\$ -
0		VINYL FLOOR	\$ -
0	66P	PRE DRILLED HEADLIGHTS	\$ -
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	60A	GRILLE, SIREN AND SPEAKER WIRING	\$ 49.00
0	TAG	CITY TAG AND TITLE	\$ 125.00
0	TFO	TAG HANDLING FEE	\$ 48.00
0	OC-WBOS-20	Wide-body console with open-storage on side; 6" slope 12" level	\$ 648.00
0	AC-F150-15-MN	Console floor plate	\$ 1.00
0	FP-WS295HF89	4" faceplate for Whelen 295SL8A6 siren controller.	\$ -
0	?	3" faceplate for Radio (PLEASE PROVIDE RADIO MODEL # AT THE TIME OF ORDER)	\$ -
0	FP-3DC	2" faceplate with four (4) DC outlet holes. Outlets sold separately.	\$ 68.00
0	FP-BLNK1	1" blank faceplate	\$ -
0	AC-INBHG	4" dual cup internal beverage holder	\$ 52.00
0	FP-SGTRAY	4" console tray for misc items (keys, cell phone, etc.)	\$ 40.00
0	AC-MCM1	Microphone clip and plate	\$ -
0	AC-TB-ARMMNT	Height adjustable arm rest with 5"x8" foam pad, bolts to rear of console.	\$ 175.00
0	LS-AP15ET	DC outlet with cap. Sold per one (1) each. Order sufficient quantities.	\$ -
0	WPLB-LED1	64" WHELEN LEGACY LED PREMIER LIGHTBAR PACKAGE- RED/ WHITE SPLIT WITH CLEAR LENSES- R/W/R/W	\$ 2,081.00
0		INCLUDED 295SL8A6 CONTROLLER SIREN/ 100 WATT SPEAKER AND MOUNTING BRACKETS FOR 2020 UTILITY	\$ -
3	W-GL	(2) WHELEN IONS FOR HEADLIGHTS- R/W	\$ 186.00
3	W-GL	(2) MICRON STUD MOUNTS FOR GRILLE- R/W	\$ 186.00
1.5	W-VERTEX	(2) VERTEX FOR TAIL LIGHTS- R/W	\$ 145.00
3	W-TLL	(2) IONS MOUNT VERTICAL ON EITHER SIDE ON TAG	\$ 186.00
2	RUNBLGT	60" WHELEN TRACER RUNNING BOARDS LIGHTS- R/W WITH MOUNTING BRACKETS (INCLUDE DS & PS SIDE)	\$ 1,162.00
3	W-RML	(2) WHELEN V SERIES LIGHT WITH WHITE PUDDLE- RED MOUNT ON FRONT FENDER	\$ 279.00
3	W-TLL	(2) IONS FOR SIDE REAR CARGO AREA, OUTWARD FACING- RED	\$ 186.00
0			\$ -
0			\$ -
20.5	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$100 \$ 2,650.00
	CREDIT	FULL BUILD DISCOUNT PER SPECS ABOVE	\$ (1,300.00)
	VENDOR		
	COMMENTS		
UNIT COST			\$ 39,417.00

TOTAL QUANTITY

1

TOTAL PURCHASE

\$ 39,417.00

**Bid Award**

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

Group: Police Rated &amp; Police Hybrid Vehicles

Item: 239, Ford, Interceptor Utility AWD, K&amp;A

Description: Manufacturer standard equipment and specifications plus FSA required additional 2 remote key FOBs. If the following items are not standard manufacturer equipment, then must include drivers side spot light, keyless entry, vinyl black flooring mats front and rear, heavy duty cloth front bucket seats and vinyl rear seats.

Zone	Rank	Vendor	Price
Western	Primary	BOZARD FORD	\$34,997.00
	Alternate	Garber Ford Inc	\$35,378.00
Northern	Primary	Duval Ford LLC	\$35,018.00
	Alternate	BOZARD FORD	\$35,027.00
Central	Primary	Garber Ford Inc	\$35,278.00
	Alternate	BOZARD FORD	\$35,407.00
Southern	Primary	Garber Ford Inc	\$35,378.00
	Alternate	Duval Ford LLC	\$35,417.00

Options appear in alphabetical order by awarded vendor.

**Options: BOZARD FORD**

Order Code	Description	Price
153	Front License Plate Bracket	\$0.00
87R	Rear View Camera (mirror display)	\$0.00
18D	Global Lock/Unlock Feature	\$0.00
85D	Front Console Plate - Delete	\$0.00
85S	Rear Center Seat Delete	\$0.00
16D	Badge Delete	\$0.00
TEMP	Temporary Tag	\$15.00
43D	Dark Car Feature - Courtesy lamp disable when any door is opened	\$24.00
942	Daytime Running Lamps	\$44.00
85R	Rear Console Plate	\$44.00
17T	Dome Lamp - Red/White in Cargo Area	\$49.00
80A	Pre-Wiring for grille LED lights, siren and speaker	\$49.00
59E	Keyed Alike - 1435x	\$49.00
59B	Keyed Alike - 1284x	\$49.00
59D	Keyed Alike - 0135x	\$49.00
59F	Keyed Alike - 0576x	\$49.00
59J	Keyed Alike - 1111x	\$49.00
59C	Keyed Alike - 1294x	\$49.00
59G	Keyed Alike - 0151x	\$49.00
61B	OBD - II Split Connector	\$54.00
86T	Tail Lamp/Police Interceptor Housing Only	\$59.00
85L	Wheel Covers (18in. Full Face Wheel Cover)	\$59.00
88F	2nd Row Cloth Seats	\$59.00
649	Mirrors - Heated Sideview	\$59.00
88G	Rear-Door Handles Controls Inoperable/Locks Inoperable (without 52P)	\$74.00
62T	Class III Trailer Tow Lighting Pkg	\$79.00
92R	Glass - Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter & Liftgate Window	\$84.00
41H	Engine Block Heater	\$89.00
18P	Rear Bumper Step Pad	\$94.00



Order Code	Description	Price
80R	Noise Suppression Bonds (Ground Straps)	\$99.00
TRANSFER	Transfer existing registration (must provide tag number)	\$100.00
19K	H8 AGM Battery	\$109.00
92G	Glass - Solar Tint 2nd Row, Rear Quarter & Liftgate Window (Deletes Privacy Glass)	\$119.00
593	Perimeter Anti-Theft Alarm - Activated by Hood, Door, or Liftgate (req 55F)	\$119.00
16C	1st & 2nd row carpet floor covering (Inc. floor mats, front & rear)	\$124.00
51P	Spot Lamp Prep Kit, Driver Side	\$139.00
78P	Pre-Collision Assist w/ Pedestrian Detection	\$144.00
52P	Hidden Door-Lock Plunger w/ Rear-door controls inoperable	\$159.00
67V	Police Wiring Harness Connector Kit - Front/Rear	\$184.00
NST	New State Tag (must specify state, county, city, sheriff etc)	\$185.00
19V	Rear Camera On-Demand	\$229.00
63V	Cargo Storage Vault	\$244.00
47A	Police Engine Idle Feature	\$259.00
78R	Reverse Sensing System	\$274.00
51W	Spot Lamp Prep Kit, Dust Side	\$279.00
63B	Side Marker LED - Sideview Mirrors	\$289.00
18X	100 Watt Siren/Speaker (Inc. bracket & pigtail)	\$314.00
87P	Power Passenger Seat	\$324.00
78D	Deflector Plate	\$334.00
65U	Interior Upgrade Package	\$389.00
43A	Rear Auxiliary Liftgate Lights	\$394.00
95B	Tail Lamp Lighting Solution	\$429.00
99C	Rear Lighting Solution	\$454.00
84E	18in. Painted Aluminum Wheel	\$474.00
55B	BLIS - Blind Spot Monitoring w/ Cross Traffic Alert	\$544.00
21L	Front Warning Auxiliary Light	\$549.00
67U	Ultimate Wiring Package	\$559.00
63L	Rear Quarter Glass Side Marker Lights	\$574.00
17A	Aux Air Conditioning	\$609.00
51S	Spot Lamp - LED Bulb, dual (driver & passenger) (Unity)	\$619.00
51V	Spot Lamp - LED Bulb, dual (driver & passenger) (Whelen)	\$654.00
68B	Police Perimeter alert	\$674.00
08F	Out of Stock Fee. To cover stocking and floor plan expenses for vehicles purchased out of existing dealer inventory.	\$799.00
68A	Front Headlamp Lighting Solution	\$894.00
98W	Front Interior Windshield Warning Lights	\$1,144.00
98T	Rear Spoiler Traffic Warning Lights	\$1,494.00
90D	Ballistic Door Panels (LVL III+) - Driver Front Door Only	\$1,584.00
BASE	Ford Base Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$2,230.00
90F	Ballistic Door Panels (LVL IV+) - Driver Front Door Only	\$2,414.00
EXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$2,610.00
54E	12.1 in. Integrated Computer Screen	\$2,744.00
90E	Ballistic Door Panels (LVL III+) - Driver & Pass Front Doors	\$3,169.00
PREM	Ford Premium Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$3,445.00
67H	Ready for the Road Package	\$3,594.00
90G	Ballistic Door Panels (LVL IV+) - Driver & Pass Front Doors	\$4,829.00

Order Code	Description	Price
99B	CREDIT: 3.3L V6 DI Engine	\$2,200.00
99C	3.0 L EcoBoost Engine	\$789.00
SAFE	Safe Stop Vehicle Anti-Theft	\$395.00
TT-PD	Two tone paint (dealer installed)	\$1,799.00
GR5000	Go Rhino 5000 Series Push Bumper	\$899.00
PGPUSH	Pro-Gard Push Bumper	\$899.00
SPA12	Selina Push Bumper 12" Aluminum	\$789.00
SPA16	Selina Push Bumper 16" Aluminum	\$799.00
SPB400	Selina PB400 Aluminum Bumper Full	\$849.00
8SV8	Selina 8V6 Prisoner Cage (Add \$199 for recessed panel)	\$949.00
810V6	Selina 10V6 Prisoner Cage (Add \$199 for recessed panel)	\$979.00
RTS	Rear Transport Seat	\$1,899.00
K-9C	K-9 Container - All Aluminum. Contact dealer for options on heat alarms and door opening systems	\$3,296.00
RCB	Rear Cargo Barrier	\$699.00
WBS	Window Bars	\$499.00
TINT	Dealer Installed Window Tint. Add \$199 for strip on windshield	\$399.00
3K	Additional key with remote	\$399.00
3KPS	Additional key with remote for push button start	\$499.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	\$799.00

Options: Duval Ford LLC

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit <a href="http://fordvehicles.com">fordvehicles.com</a> to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at <a href="http://fleet.ford.com">fleet.ford.com</a> , or available from Duval Ford.	\$1.00
Engine 99B	Credit: Engine: 3.3L V6 Direct-Injection (FFV) -Inc: (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	\$2,500.00
Engine 99C	Engine: 3.0L V6 EcoBoost -Inc: (148-MPH Top Speed), Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon tank), 3.31 Axle Ratio	\$789.00
Engine 99W	Engine: 3.3L V6 Direct-Injection Hybrid System -Inc: (136-MPH Top Speed) (STD)	\$0.00
Paint BU	Medium Brown Metallic	\$0.00
Paint E3	Arizona Beige Metallic Clearcoat	\$0.00
Paint E4	Vermilion Red	\$0.00
Paint FT	Blue Metallic	\$0.00
Paint HG	Smokestone Metallic	\$0.00
Paint J1	Kodak Brown Metallic	\$0.00
Paint JL	Dark Toreador Red Metallic	\$0.00
Paint JS	Iconic Silver Metallic	\$0.00
Paint KR	Norsea Blue Metallic	\$0.00
Paint LK	Dark Blue	\$0.00
Paint LM	Royal Blue	\$0.00
Paint LN	Light Blue Metallic	\$0.00
Paint TN	Silver Grey Metallic	\$0.00
Paint UJ	Sterling Grey Metallic	\$0.00
Paint UM	Agate Black	\$0.00
Paint YG	Medium Titanium Metallic	\$0.00
Paint YZ	Oxford White	\$0.00

Order Code	Description	Price
Paint 2 Tone	White Roof and Side Doors YZ, Black Car	\$1,595.00
87B	Graphics (5 Square Feet) -Inc: up to 5 square feet	\$249.00
87C	Graphics (10 Square Feet) -Inc: up to 10 square feet	\$299.00
87D	Graphics (18 Square Feet) -Inc: up to 18 square feet	\$399.00
87E	Graphics (25 Square Feet) -Inc: up to 25 square feet	\$524.00
87F	Graphics (40 Square Feet) -Inc: up to 40 square feet	\$674.00
87G	Graphics (55 Square Feet) -Inc: up to 55 square feet	\$824.00
87H	Graphics (70 Square Feet) -Inc: up to 70 square feet	\$974.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -Inc: reduced bolsters, driver 6-way power track (fore/aft/up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	\$0.00
F8	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Cloth Rear -Inc: reduced bolsters, driver 6-way power track (fore/aft/up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	\$59.00
54E	12.1" Integrated Computer Screen -Inc: 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area, Audio Video Extender (AVX) box, 2 AVX cables, 2 USB cables and 1 HDMI cable, SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack	\$2,744.00
85U	Interior Upgrade Package -Inc: Center Floor Console Less Shifter, unique police console finish plate and console top plate w/2 cup holders, SYNC 3 Communications & Entertainment System, enhanced voice recognition, 4.2" color LCD screen center-stack Smart Display, AppLink, 911 Assist, Note: SYNC AppLink lets you control some of your favorite compatible mobile apps w/your voice, It is compatible w/select smartphone platforms, Commands may vary by phone and AppLink software, 1st & 2nd Row Carpet Floor Covering, front and rear floor mats, Front Console Plate Delete	\$399.00
67H	Ready For The Road Package -Inc: Whelen Cancom light controller head w/dimmable back light, Whelen Cancom relay center/turn/lamp w/traffic advisor control (mounted behind 2nd row seat), light controller/relay Cancom wiring (wiring harness) w/additional input/output pigtail, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cancom to control head and grille linear LED lights (red/blue) harness, Front Headlamp Lighting Solution, LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red / passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring, 100 Watt Siren/Speaker w/Bracket & Pigtail, Tail Lamp Lighting Solution, LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps, LED lights only, Wiring and controller not included, Rear Lighting Solution, (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included, Hidden Door-Lock Plunger, rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches, Rear Console Plate	\$3,594.00
67U	Ultimate Wiring Package -Inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Grille LED Lights, Siren & Speaker Pre-Wiring	\$559.00
19K	H8 AGM Battery (850 CCA/82-amp)	\$109.00
41H	Engine Block Heater	\$89.00
47A	Police Engine Idle Feature -Inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$259.00
52T	Class III Trailer Tow Lighting Package -Inc: 4-pin and 7-pin connectors and wiring	\$79.00
76D	Underbody Deflector Plate -Inc: Engine and transmission shield	\$334.00
153	Front License Plate Bracket	\$0.00
16D	Badge Delete -Inc: Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost)	\$0.00
16P	Rear Bumper Step Pad	\$94.00
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	\$314.00
21L	Front Warning Auxiliary LED Lights -Inc: driver side - red / passenger side - blue	\$549.00
43A	Rear Auxiliary Liftgate Lights -Inc: Red/blue LED lights, Located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included	\$394.00
51P	Driver Side Spot Lamp Prep Kit -Inc: Does not include spot lamp housing and bulb	\$139.00
D51R	Credit: Driver Only LED Spot Lamp (Unity)	\$110.00
51B	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$819.00
51T	Driver Only LED Spot Lamp (Whelen)	\$419.00
51V	Dual (Driver & Passenger) LED Spot Lamps (Whelen)	\$964.00
51W	Dual Side Spot Lamp Prep Kit -Inc: Does not include spot lamp housing and bulbs	\$279.00
549	Heated Sideview Mirrors	\$59.00
59B	Keyed Alike - 1294x	\$49.00
59C	Keyed Alike - 1294x	\$49.00
59D	Keyed Alike - 0135x	\$49.00

Order Code	Description	Price
59E	Keyed Alike - 1435x	\$49.00
59F	Keyed Alike - 0576x	\$49.00
59G	Keyed Alike - 0151x	\$49.00
59J	Keyed Alike - 1111x	\$49.00
63B	Side Marker LED Sideview Mirrors -inc: Located on exterior mirror housing, driver side - red / passenger side - blue, Located on backside of exterior mirror housing, LED lights only, Wiring and controller not included	\$289.00
63L	Rear Quarter Glass Side Marker LED Lights -inc: driver side - red / passenger side - blue, LED lights only, Wiring and controller not included	\$574.00
64E	Wheels: 18" Painted Aluminum -inc: Spare wheel is an 18" conventional (Police) black steel wheel	\$474.00
65L	18" Full Face Wheel Covers	\$59.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red / passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$894.00
66B	Tail Lamp Lighting Solution -inc: LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps, LED lights only, Wiring and controller not included	\$429.00
66C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$454.00
66T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$58.00
90D	Ballistic Door-Panel (Level III+) -inc: Driver front-door only	\$1,584.00
90E	Ballistic Door-Panels (Level III+) -inc: Driver and passenger front-doors	\$3,169.00
90F	Ballistic Door-Panel (Lvl IV+) -inc: Driver front-door only	\$2,414.00
90G	Ballistic Door-Panels (Level IV+) -inc: Driver and passenger front-doors	\$4,829.00
92G	2nd Row, Rear Quarter & Liftgate Window Solar Tint -inc: Deletes privacy glass	\$119.00
92R	2nd Row Only Solar Tint Glass -inc: privacy glass on rear quarter and liftgate window	\$94.00
94Z	Daytime Running Lamps	\$44.00
96T	Rear Spoiler Traffic Warning LED Lights -inc: Fully integrated in rear spoiler for enhanced visibility, Provides red/blue/amber directional lighting - fully programmable	\$1,494.00
16C	1st & 2nd Row Carpet Floor Covering -inc: front and rear floor mats	\$124.00
17A	Aux Air Conditioning	\$609.00
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$49.00
18D	Global Lock / Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless	\$0.00
19V	Rear Camera On-Demand -inc: Allows driver to enable rear camera on-demand (10-second timer)	\$229.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$24.00
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$159.00
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert -inc: Manual Fold-Away Mirrors w/Heat Without memory and without puddle lamps	\$544.00
D56F	Credit: Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/Keyed-Alike	\$155.00
593	Perimeter Anti-Theft Alarm -inc: Activated by hood, door or liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn	\$119.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$49.00
60R	Noise Suppression Bonds (Ground Straps)	\$99.00
63V	Cargo Storage Vault -inc: lockable door and compartment light	\$244.00
67V	Police Wire Harness Connector Kit - Front/Rear -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$184.00
68B	Police Perimeter Alert -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking	\$574.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$74.00
76P	Pre-Collision Assist w/Pedestrian Detection -inc: forward collision warning and automatic emergency braking and unique disable switch for law enforcement use	\$144.00
76R	Reverse Sensing System	\$274.00

Order Code	Description	Price
86D	Front Console Plate Delete	\$0.00
86R	Rear Console Plate	\$44.00
86S	Rear Center Seat Delete -Inc: Deletes the center section of the 2nd row seat, molded trim floor panel in lieu of center seat section	\$0.00
87P	8-Way Power Passenger Seat -Inc: 2-way manual recline and lumbar	\$324.00
87R	Rear View Camera -Inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) OR the rear view mirror (87R), Electrochromic Rear View Mirror Video is displayed in rear view mirror	\$0.00
96W	Front Interior Visor LED Light Bar -Inc: Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner - fully programmable, (red/red or blue/blue operation, White take down and scene capabilities)	\$1,144.00
SeatCover	Front Seat Covers by TigerTough	\$446.00
SafeT2	First Aid, Fire Extinguisher and Road LED Kit	\$536.00
V Drain	Two Vdrain outlets with key.	\$175.00
31D	Ship Thru customer appointed upfitter. Fee is waived if payment received within ten days FOB at third party site.	\$436.00
CC-UV20-L-18	TROY PRODUCTS 18" sloped console. Includes floorplate and faceplates. Other consoles & accessories at 46% off master price list.	\$485.00
AC-20-FDUV-MNT	PI Utility console floorplate.	\$1.00
AC-INBHG	4" dual cup internal beverage holder.	\$50.00
FP-SGTRAY	4" shallow console tray.	\$40.00
FP-USB-2DC	2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	\$66.00
AC-TB-ARM-MNT	Height adjustable swivel arm rest with 6"x8" foam pad, bolts to rear of console.	\$166.00
7170-0734-04	Console - Gamber Johnson - Short console box, cup holder, armrest, Mongoose motion attachment	\$992.00
7170-0734-00	Console - Gamber Johnson - Console box with cup holder kit	\$432.00
C-V8-1012-INUT	Console - Havis - Vehicle Specific 22" Console	\$536.00
C-V8-1400-INUT	Console - Havis - Vehicle Specific 14" Console	\$344.00
425-6505	Console - Jotto - Ford PI Utility (2020+) Police Equipment Console - Contour	\$464.00
425-6162	Console - Jotto - Police Equipment Console - Contour	\$280.00
7160-0624	Console Armrest - Gamber Johnson - MCS External Break-Away Armrest	\$280.00
7160-0375	Console Armrest - Gamber Johnson - MCS Extended Panel Armrest	\$120.00
C-ARM-101	Console Armrest - Havis - Top Mount Arm Rest	\$66.00
C-ARM-102	Console Armrest - Havis - Side Mount Armrest	\$60.00
425-6260	Console Armrest - Jotto - Armrest - Upper Structure	\$60.00
425-6356	Console Armrest - Jotto - 3" Armrest - Faceplate Mount	\$46.00
3130-0361 / 7160-0063	Console 3 Outlet - Gamber Johnson - DC Outlet Face Plate / 3 Outlet	\$104.00
C-LP-3	Console 3 Outlet - Havis - 3 Outlet power supply	\$56.00
425-2966	Console 3 Outlet - Jotto - 12V Power Outlets in 2" Faceplate	\$56.00
7160-0846	Console Cupholder - Gamber Johnson - 2 Cupholder	\$64.00
C-CUP2-I	Console Cupholder - Havis - 2 Cupholder	\$46.00
425-3704	Console Cupholder - Jotto - 2 Cupholder	\$56.00
PED KIT - 2020 PIUT	Laptop Stand - Gamber Johnson - 7160-1336,DS-LOWER-8,7160-0178,7160-0230,7160-0826	\$736.00
PKG-PSM-1006	Laptop Stand - Havis - Standard Passenger Side Mount Package	\$376.00
PKG-PSM-3006	Laptop Stand - Havis - Premium Passenger Side Mount Package	\$744.00
425-6010/4149	Laptop Stand - Jotto - HD A-MOD Laptop Mount	\$566.00
7160-0260	Laptop Cradle - Gamber Johnson - Universal Laptop tray	\$360.00
UT-1001	Laptop Cradle - Havis - Universal Laptop tray	\$326.00
K9	K9 - American Aluminum - EZ Rider K9 Platform System	\$2,513.00
K9 CAGE	K9 American Aluminum EZ Rider K9 Platform System with Single Drawer	\$3,900.00
K9 MAT	K9 RUBBER MAT FOR K9	\$200.00
K9 WD	K9 CONTAINER PERMANENT WATER DISH	\$144.00

Order Code	Description	Price
K9 FAN	K9 12" COOLGAURD FAN	\$224.00
K9 POP	K9 - American Aluminum - EZ R.E.S.C.U.E. K9 Door Opening System	\$1,888.00
K9 TMP	K9 - American Aluminum - EZ Coolguard Temperature Monitor / Alert	\$1,548.00
K9 PGR	K9 - American Aluminum - EZ Coolguard Pager Add On Option	\$399.00
K9-F28	K9 - Havis - K9 Transport System	\$3,165.00
K9-A-209	K9 - Havis - K9 Transport Heat Alarm Unit Option	\$1,580.00
K9-A-303	K9 - Havis - K9 Transport Long Range Remote Pager Option	\$638.00
5700W, 5700SCR, 570721, 5700FIF	Prisoner Cage - Go Rhino - Partition w/sliding window, wire mesh, LEP	\$1,176.00
5700W, 5700SCR, 570721, 5700FIR	Prisoner Cage - Go Rhino - Partition w/sliding window, wire mesh, LEP, recess panel	\$1,184.00
475-0085,475-0988	Prisoner Cage - Jotto - Partition w/sliding window, wire mesh, LEP, recess panel	\$1,160.00
PFV4714UJINT20A	Prisoner Cage - Pro-gard - Poly Center Slider Window with Expanded Metal Insert/LEP	\$828.00
PRP8P4714UJINT20A	Prisoner Cage - Pro-gard - Poly Center Slider Window with Expanded Metal Insert/LEP/Rec.Pnl	\$1,066.00
PK0118ITU20TM	Prisoner Cage - Setina - #8VS 1/2 Uncoated Polycarbonate 1/2 Vinyl Coated Expanded Metal	\$752.00
PK0398ITU20TM	Prisoner Cage - Setina - #8VS Recessed Panel 1/2 Uncoated Polycarbonate 1/2 Vinyl Coated Expanded Metal	\$898.00
PK0602ITU20TM	Prisoner Cage - Setina - #10VS C Recessed Panel Uncoated Polycarbonate With Expanded Metal Window Security Screen	\$992.00
PK0801ITU20TM	Prisoner Cage - Setina - #10VS C Uncoated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen	\$840.00
TP-E-8L8-F8-88	Prisoner Cage TROY Products. large window partition with sliding window, crawl-through barrier and weapon recess panel. Includes mounting kit. Other partitions available at 10% off master price list.	\$800.00
KP-UV20-DAP-88	Troy Products: Partition kick panels with big-foot pockets.	\$185.00
WG-20-UV-SET	TROY PRODUCTS driver & passenger welded vertical bar window guards.	\$445.00
TP-20-FDUV-R	TROY PRODUCTS rear partition, square-hole pattern with side airbag compliant mounting kit.	\$550.00
P8-20-UV-OS-R	TROY PRODUCTS plastic seat with Officer-Safe seatbelt system. Includes rear partition with square-hole pattern and cargo window side panels.	\$1,726.00
CP-UV20-CARGO	TROY PRODUCTS tilt-up cargo mount to allow access to the spare tire with full-size storage vault. Other configurations available at 5% off master price list.	\$525.00
AC-20-UV-TRAY	TROY PRODUCTS tilt-down electronics tray, mount to the TROY cargo mount.	\$280.00
CP-GB403212-TL	TROY PRODUCTS storage vault, 40"Wx32"Lx12"H". Includes two (2) lockable draw-tight handles, carpet on top, foam on floor. Other configurations available at 5% off master price list.	\$1,575.00
CP-M5-UV-1DWB	TROY PRODUCTS command post with tilt-up white board and storage drawers. Access to spare tire when mounted on TROY cargo mount. Other command post configurations available at 5% off master price list.	\$5,250.00
P1000UJINT20AOSB	Single Prisoner Cage - Pro-gard - Partition,seat,door panels, window bars,lep,rear barrier,belts	\$3,112.00
P1000UJINT20AOSB	Single Prisoner Cage - Pro-gard - Partition,seat,door panels, window bars,lep,rear barrier	\$2,808.00
1K0574ITU20	Single Prisoner Cage - Setina - 6-VS 8PT - Stock seat	\$1,216.00
5UF1911	Prisoner Seat - Go Rhino - Molded Rear Prisoner Seat - C/Belt (mesh screen)	\$1,464.00
5UF1912	Prisoner Seat - Go Rhino - Molded Rear Prisoner Seat - Center Retractor (mesh screen)	\$1,362.00
FE7502-NP	Prisoner Seat - Laguna - Seat with Laguna Seat Belts (No Rear Cargo Screen Included)	\$1,304.00
FE7502-RBNP	Prisoner Seat - Laguna - Seat with Ready Buckle (No Rear Cargo Screen Included)	\$1,472.00
S4702UJINT20	Prisoner Seat - Pro-gard - Standard Transport Seat w/ ¼" Poly. Window Cargo Barrier & Seat	\$1,544.00
S4705UJINT20	Prisoner Seat - Pro-gard - Standard Transport Seat w/ 7 Ga. Steel Screen Window cargo bar.	\$1,544.00
QK0635ITU20	Prisoner Seat - Setina - Replacement seat w/ center pull belts and wire mesh cargo barrier	\$1,472.00
FP47UJINT20	Floor Pan - Pro-gard - Charcoal Grey ABS, Floor Pan	\$248.00
5706FEM	Cargo Barrier - Go Rhino - Full Expanded Metal Window Rear Partition	\$665.00
5708FW	Cargo Barrier - Go Rhino - Full Window Rear Partition - POLY	\$732.00
475-0087	Cargo Barrier - Jotto - Side Curtain Airbag Compliant Cargo Barrier - WIRE	\$713.00
475-1337	Cargo Barrier - Jotto - Side Curtain Airbag Compliant Cargo Barrier - Upper Poly	\$779.00
S4702UJINT20	Cargo Barrier - Pro-gard - ¼" Poly, Cargo Barrier with Filler Panel with sca	\$848.00
S4705UJINT20	Cargo Barrier - Pro-gard - 7 Gauge Steel Wire, Cargo Barrier with Filler Panels with sca	\$648.00
PK0123ITU202ND	Cargo Barrier - Setina - 12-VS Wire Mesh Rear Barrier	\$599.00

Order Code	Description	Price
PK0318TU202ND	Cargo Barrier - Setina - 12-V8 POLY Rear Barrier	\$646.00
671723	Window Bars - Go Rhino - Window Armor - Horizontal	\$340.00
WB1F28	Window Bars - Havie - Window Armor	\$480.00
475-0848	Window Bars - Jotto - Window Armor - Vertical	\$480.00
475-1486	Window Bars - Jotto - Window Armor - Secure Grid	\$500.00
WB47NPUINT20	Window Bars - Pro-gard - Pair, Steel Window Bars (for use with O.E.M. door panels only)	\$350.00
WK0514ITU20	Window Bars - Setina - Window Armor - Vertical	\$380.00
WK0514ITU20H	Window Bars - Setina - Window Armor - Horizontal	\$380.00
DP-F28-A	Door Panels - Havie - Aluminum Door Panels	\$381.00
475-1251	Door Panels - Jotto - Ford PI Utility (2020+) OEM Door Control Covers	\$57.00
DP47UUNT20	Door Panels - Pro-gard - ABS Door Panel	\$190.00
DK0100ITU20	Door Panels - Setina - TPO Door Panels	\$361.00
6344	Push Bumper - Go Rhino - 5000 Series Bumper	\$548.00
PB47UUNT20HD	Push Bumper - Pro-gard - HD Push Bumper	\$631.00
PB47UUNT20	Push Bumper - Pro-gard - Push Bumper	\$441.00
BK0341ITU20	Push Bumper - Setina - PB100A12 12" Aluminum Push Bumper	\$380.00
BK0342ITU20	Push Bumper - Setina - PB100A16 16" Aluminum Push Bumper	\$388.00
BK0334ITU20	Push Bumper - Setina - PB400 VS Aluminum Bumper Full	\$504.00
36-2125	Push Bumper - Westin - Push Bumper Elite	\$504.00
475-2052	Gun Lock - Jotto - Dual Weapon, Partition Mounted	\$742.00
475-2053	Gun Lock - Jotto - Single Weapon, Partition Mounted	\$580.00
GVP4713S-H	Gun Lock - Pro-gard - Vertical Partition Mount Single Weapon Tri-Lock G/R w/Handcuff K	\$420.00
GVP4713D-H	Gun Lock - Pro-gard - Vertical Partition Mount Dual Weapon Tri-Lock G/R w/Handcuff Key	\$525.00
GK10342US\$CAXL	Gun Lock - Setina - Dual Weapon, Partition Mounted, Universal Gun locks	\$482.00
GK10271UXLS\$SCA	Gun Lock - Setina - Single Weapon, Partition Mounted, Universal Gun lock	\$328.00
uCoat	Undercoating	\$550.00
STALKER2	STALKER "PATROL" 2 ANTENNA RADAR	\$1,850.00
STALKER1	STALKER "PATROL" 1 ANTENNA RADAR	\$1,895.00
STOPSTIX	STOP STICK 8', WITH RACK KIT OR STORAGE BAG - 1-24 UNITS	\$626.00
STOP8TX H	STOP STICK 8' WITH HOLSTER - 1-24 UNITS	\$774.00
USB Iphone	HD Charge Wire for Iphone	\$35.00
USB Android	HD Charge Wire for Android	\$35.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emmissions codes for specific region.	\$448.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$48.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$80.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriff's Tag. Includes (TMP)	\$125.00
BASE 5/75	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,805.00
BASE 5/100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,130.00
EXTRA 5/75	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,845.00
EXTRA 5/100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,580.00
PREMIUM 5/75	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,535.00
PREMIUM 5/100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$3,395.00



Order Code	Description	Price
D81R	DELETE DRIVER'S SPOTLIGHT SUBTRACT \$250	\$250.00
D99W	DELETE 3.3L HYBRID ENGINE: SUBTRACT \$3000	\$3,000.00
99C	3.0L ECOBOOST V6 ENGINE UPGRADE	\$789.00
90E	Ballistic Door-Panel (Level III+) -inc: Driver/passenger front-doors(Contact dealer for options)	\$3,069.00
63V	Cargo Storage Vault -inc: lockable door and compartment light	\$244.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red / passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$694.00
66B	Tail Lamp Lighting Solution -inc: LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps, LED lights only, Wiring and controller not included	\$429.00
66C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$389.00
67H	Ready For The Road Package -inc: Whelen Cencom light controller head w/dimmable back light, Whelen Cencom relay center/siren/lamp w/traffic advisor control (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) w/additional input/output pigtails, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head and grille linear LED lights (red/blue) harness, Front Headlamp Lighting Solution, LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red / passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring, 100 Watt Siren/Speaker w/Bracket & Pigtail, Tail Lamp Lighting Solution, LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps, LED lights only, Wiring and controller not included, Rear Lighting Solution, (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included, Hidden Door-Lock Plunger, rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches, Rear Console Plate	\$3,593.00
65U	Interior Upgrade Package -inc: Center Floor Console Less Shifter, unique police console finish plate and console top plate w/2 cup holders, SYNC 3 Communications & Entertainment System, enhanced voice recognition, 4.2" color LCD screen center-stack Smart Display, AppLink, 911 Assist, Note: SYNC AppLink lets you control some of your favorite compatible mobile apps w/your voice, it is compatible w/select smartphone platforms, Commands may vary by phone and AppLink software, 1st & 2nd Row Carpet Floor Covering, front and rear floor mats, Front Console Plate Delete	\$389.00
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	\$314.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$49.00
67V	Police Wire Harness Connector Kit - Front/Rear -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$184.00
17A	Aux Air Conditioning	\$609.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$24.00
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$49.00
62P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$159.00
60R	Noise Suppression Bonds (Ground Straps)	\$69.00
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert -inc: Manual Fold-Away Mirrors w/Heat Without memory and without puddle lamps	\$544.00
66G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$74.00
TREM	Tremco anti-theft - foot activated, dealer installed	\$239.00
SAFE	SafeStop vehicle anti-theft	\$260.00
2-TONE	PAINT 4 DOORS WHITE ON DARK VEHICLE (ADD \$500 FOR DOORS AND ROOF) (Add \$700 to Paint Front and Rear Fascia on Factory Special Paint Tahoes with Black Accents)	\$825.00
7170-0734-02	Gamber Johnson vehicle specific console/armrest/cupholders ADD \$289 for mongoose attachment allows you to move the computer to the desired operating position from either the driver's or passenger's side. It has an overall length of 9" from the center of the pole and will slide 4" forward for a total reach of 13" for computer.	\$699.00
PB400	Setina Push Bumper(PB450L2: Two integrated lights in bumper ADD \$300)	\$546.00
6XL	Front Prisoner Partition Extra Legroom with Recessed Panel and 1/2 Poly - 1/2 Expanded Metal Window (Setina, Pro-Gard or Equivalent)	\$999.00
10XL	Front Prisoner Partition Extra Legroom with Recessed Panel and Sliding Window with Metal Screen (Setina, Pro-Gard or Equivalent)	\$999.00
12VS-M	SUV Rear Prisoner Partition with Expanded Metal (Setina, Pro-Gard or Equivalent)	\$599.00
12VS-P	SUV Rear Prisoner Partition with Coated Polycarbonate (Setina, Pro-Gard or Equivalent)	\$646.00
SUVSEAT	Setina Full Transport Replacement Seat with Center Pull Seatbelts and Rear Expanded Metal Partition	\$1,246.00
K9	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle, 3.0 HRS LABOR	\$2,696.00
ERDO	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position.	\$699.00
HAS	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. INCLUDES PAGER	

Order Code	Description	Price
SWS	Steel Window Bars for Rear Door Windows (Setria, Pro-Gard or Equivalent)	\$259.00
		\$183.00
LEDSPOT	Upgrade Left-hand Spotlight to LED Bulb (Requires Drivers halogen spotlight)	\$0.00
ALL UPFITS	PLEASE SEE GARBER'S LIGHTS AND UPFITS SECTION FOR A FULL LINE OF VEHICLE LIGHTING, TRUCK BODIES, VAN AND BIN PACKAGES, AND OTHER AVAILABLE VEHICLE ADDITIONS. WE CAN HELP YOU WITH JUST ABOUT ANYTHING YOU NEED!	
3K	Third Key and Fob Cut and Programmed	\$246.00
TINT	Dealer Tint All Windows (Add \$25 for Windshield Strip)	\$246.00
DECALS	Design and Install Custom Decal Package	\$525.00
VVS	Vent visors - stick-on style	\$149.00
RS	Rainshields - flange style	\$149.00
MATS	1st Row HD Floor Liners (Weathertech or Equivalent)	\$129.00
TTAG	Temporary Tag (Add \$25 if Overnight Shipping Required)	\$6.00
TRANS	Transfer Tag (Add \$25 if Overnight Shipping Required)	\$96.00
YTAG	Yellow Tag (Add \$25 if Overnight Shipping Required)	\$117.00

## Contract Holder DATE: 12/15/19

**CITY OF BOYNTON BEACH**  
**BILL DARTY**  
**561-742-5215**  
**DartyW@bbfl.us**

**Contract Holder** **DATE: 12/15/19**  
**Duval Fleet Sales**  
**Laura Torbett**  
**(Work) 904-388-2144**  
**(Fax) 904-387-6816**  
**(Cell) 904-568-6027**  
**[Laura.Torbett@duvalfleet.com](mailto:Laura.Torbett@duvalfleet.com)**  
**5203 Waterside Dr. Jax, FL 32210**

P. LAST. COMPTON. FEB 27 07 00 00 1942

***We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL27 /Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.***

0	1	2	3
0	Cost	Equipment	Piece
0	SPEC # 260	2020 FORD ESCAPE 4-DOOR UTILITY VEHICLES - 4X2 U9F	\$ 20,434.00
0	100A	S TRIM PACKAGE	\$ -
0	STD	POWER WINDOWS/ DOOR LOCKS	\$ -
0	STD	BACK UP CAMERA- FACTORY	\$ -
0	YZ	EXTERIOR: OXFORD WHITE	\$ -
0	VH	INTERIOR: CHARCOAL BLACK CLOTH	\$ -
0			\$ -
0	TAG	CITY TAG	\$ 125.00
0	TTO	TAG PROCESSING FEE	\$ 48.00
0	3K RKE	THIRD KEY WITH FOB	\$ 350.00
0			\$ -
0			\$ -
0			\$ -
0			\$ -
0			\$ -
0			\$ -
0			\$ -
0	VENDOR		
0	COMMENTS		
0	UNIT COST		\$ 20,957.00

UNIT COST

\$ 20.957.00

TOTAL QUANTITY

TOTAL PURCHASE \$ 20,937.00

**Bid Award**

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

Group: Utility &amp; Hybrid Utility Vehicles - 4X2

Item: 280, Ford, Escape S FWD, U0F

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary	BOZARD FORD	\$20,417.00
	Alternate	Duval Ford LLC	\$20,434.00
Northern	Primary	BOZARD FORD	\$20,417.00
	Alternate	Duval Ford LLC	\$20,434.00
Central	Primary	BOZARD FORD	\$20,417.00
	Alternate	Duval Ford LLC	\$20,434.00
Southern	Primary	BOZARD FORD	\$20,417.00
	Alternate	Duval Ford LLC	\$20,434.00

Options appear in alphabetical order by awarded vendor.

**Options: BOZARD FORD**

Order Code	Description	Price
153	Front License Plate Bracket	\$0.00
TEMP	Temporary Tag	\$16.00
942	Daytime Running Lights	\$44.00
41H	Engine Block Heater	\$84.00
TRANSFER	Transfer existing registration (must provide tag number)	\$100.00
47B	Easy Access Cargo Shade	\$134.00
NBT	New State Tag (must specify state, county, city, sheriff etc)	\$185.00
80S	Reverse Sensing System	\$244.00
924	Privacy Glass	\$274.00
64U	17" Shadow Silver-painted Aluminum Wheels	\$594.00
08F	Out of Stock Fee. To cover stocking and floor plan expenses for vehicles purchased out of existing dealer inventory.	\$798.00
BASE	Ford Base Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$2,230.00
EXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$2,610.00
PREM	Ford Premium Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$3,445.00
3K	Additional key with remote	\$399.00
3KPS	Additional key with remote for push button start	\$499.00
4CST	Four Corner LED Strobe. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	\$799.00

**Options: Duval Ford LLC**

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit <a href="http://fordvehicles.com">fordvehicles.com</a> to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at <a href="http://fleet.ford.com">fleet.ford.com</a> , or available from Duval Ford.	\$1.00
BP	Sedona Orange Metallic	\$0.00
D9	Dark Persimmon Green Metallic	\$0.00
E7	Velocity Blue Metallic	\$0.00
96	Desert Gold Metallic	\$0.00
J7	Magnetic Metallic	\$0.00
UM	Agate Black Metallic	\$0.00

Order Code	Description	Price
UX	Ingot Silver Metallic	\$0.00
YZ	Oxford White	\$0.00
VH	Dark Earth Gray, Cloth Front Bucket Seats -Inc: 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft w/manual recline)	\$0.00
41H	Engine Block Heater	\$94.00
163	Front License Plate Bracket -Inc: Standard in states requiring two license plates and optional to all others	\$0.00
63C	Splash Guards	\$209.00
63S	Splash Guards (Dealer Installed)	\$209.00
64U	Wheels: 17" Shadow Silver-Painted Aluminum	\$594.00
67D	Wheel-Locking Lug Nuts (Dealer Installed)	\$74.00
624	Privacy Glass -Inc: 2nd row side and liftgate	\$274.00
942	Daytime Running Lamps (DRL) -Inc: Non-configurable, Replaces the standard Configurable Daytime Running Lamps (DRL)	\$44.00
47B	Easy Access Cargo Shade	\$134.00
50C	Front & Rear Floor Liners	\$124.00
50Q	Cargo Mat	\$88.00
60S	Reverse Sensing System	\$244.00
63D	Remote Start System (Dealer Installed) -Inc: Long range w/confirmation, 2 separate key fobs	\$494.00
63E	Remote Start System -Inc: Long range w/confirmation, 2 separate key fobs	\$494.00
SAFET	Safety Kit Inc: First Aid Kit, Triangle Kit & Fire Extinguisher	\$279.00
SAFET2	First Aid, Fire Extinguisher and Road LED Kit	\$536.00
LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED	\$895.00
GOLITE	LED Permanent Mount Go-Light brand spot light	\$895.00
TH500	500 Watt Inverter	\$398.00
TH750	750 Watt Inverter	\$596.00
TH1000	1000 Watt Inverter	\$842.00
DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	\$1,495.00
DSI-REMOTE	Remote control for Dimensions	\$145.00
STLIGHT	Streamlight Rechargeable Stinger Flashlight	\$189.00
TINT	DEEP WINDOW TINT FILM WITH FRONT WINDSHIELD STRIP.	\$285.00
TINT 4D	TINT ALL WINDOWS.	\$385.00
NITRO	NITROGEN FILLED TIRES IN LIEU OF STD FACTORY FILL. FUEL ECONOMY SAVER DUE TO TIRE PRESSURE CONSISTENCY, ON GROUND	\$245.00
WT LC 2P	WEATHER TECH LASER CUT TWO PIECE MAT SET	\$215.00
WT LC 4P	WEATHER TECH MATS , LASER CUT	\$289.00
RMAT	HD RUBBER FLOOR MATS	\$195.00
VV	VENT SHADES, MUST SPECIFY STICK ON OR FLANGE TYPE IN CHANNEL	\$175.00
3K PATS	EXTRA PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	\$225.00
3K RKE	EXTRA PROGRAMMED INTEGRATED KEY TRANSMITTER FOB	\$350.00
2 TONE	TWO TONE PAINT SCHEME, DOORS AND ROOF	\$1,895.00
LTS	LapTop Stand Passenger side mounted and universal Cradle	\$713.00
Cargo Mgmt	Cargo Organizer solution for rear cargo area in SUV	\$155.00
NS	Red White Dome Light, installed between floors or in cargo area	\$186.00
Bua	Backup Alarm	\$130.00
37B	Graphics (5 Square Feet) -Inc: up to 5 square feet	\$249.00
37C	Graphics (10 Square Feet) -Inc: up to 10 square feet	\$296.00
37D	Graphics (18 Square Feet) -Inc: up to 18 square feet	

Order Code	Description	Price
87E	Graphics (25 Square Feet) -Inc: up to 25 square feet	\$824.00
87F	Graphics (40 Square Feet) -Inc: up to 40 square feet	\$874.00
87G	Graphics (55 Square Feet) -Inc: up to 55 square feet	\$824.00
87H	Graphics (70 Square Feet) -Inc: up to 70 square feet	\$874.00
SeatCover	Front Seat Covers by TigerTough	\$448.00
uCoat	Undercoating	\$650.00
USB Iphone	HD Charge Wire for Iphone	\$35.00
USB Android	HD Charge Wire for Android	\$35.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emission codes for specific region.	\$448.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and FedEx related expense.	\$48.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$90.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriff's Tag. Includes (TMP)	\$125.00
BASE 5/75	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,805.00
EXTRA 5/75	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,845.00
PREMIUM 5/75	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,535.00
BASE 5/100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,130.00
EXTRA 5/100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,580.00
PREMIUM 5/100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$3,385.00

# CITY OF BOYNTON BEACH

Prepared for:		Contract Holder:	DATE: 11/27/19
CITY OF BOYNTON BEACH		Duval Fleet Sales	
BILL DARTY		Laura Torbett	
SEL: 782-6215		(Work) 904-388-2144	
DartyW@bcbfl.us		(Fax) 904-387-6816	
		(Cell) 904-568-6027	
		<a href="mailto:Laura.Torbett@duvalfleet.com">Laura.Torbett@duvalfleet.com</a>	
		5203 Waterside Dr Jacksonville, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<p>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL27 Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</p>			
Labor	Code	Equipment	Price
0	SPEC 266	2020 FORD EXPLORER 4X2 XLT KTD	\$ 50,628.00
0	200A	XLT TRIM	\$ -
0	STD	POWER WINDOWS/ DOOR LOCKS	\$ -
0	STD	BACK UP CAMERA- FACTORY	\$ -
0	998.44U	2.8L I-4 ENGINE, 10 SPEED AUTOMATIC TRANSMISSION	\$ -
0	D4	EXTERIOR: RAPID RED	\$ 394.00
0	5N	INTERIOR: SANDSTONE ACTIVE X	\$ -
0			\$ -
0	202A	XLT UPGRADE PACKAGE	\$ 5,139.00
0	65S	FORD CO PILOT 560	\$ 794.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	TAG	CITY TAG	\$ 125.00
0	TTO	TAG PROCESSING FEE	\$ 48.00
0	3K RKE	THIRD KEY WITH FOB	\$ 350.00
0			\$ -
0	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$100 \$ -
0	VENDOR		
0	COMMENTS		
UNIT COST			\$ 37,522.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 37,522.00



**Bld Award**

**Term:** October 1, 2019 - September 30, 2020

**Contract:** FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

**Group:** Utility & Hybrid Utility Vehicles - 4X2

**Item:** 286, Ford, Explorer XLT RWD, K7D

**Description:** Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary	Duval Ford LLC	\$30,628.00
	Alternate	Garber Ford Inc	\$30,837.00
Northern	Primary	Duval Ford LLC	\$30,628.00
	Alternate	Garber Ford Inc	\$30,837.00
Central	Primary	Palmetto Ford Truck Sales, Inc.	\$30,582.00
	Alternate	Duval Ford LLC	\$30,628.00
Southern	Primary	Palmetto Ford Truck Sales, Inc.	\$30,382.00
	Alternate	Duval Ford LLC	\$30,628.00

Options appear in alphabetical order by awarded vendor.

**Options: Duval Ford LLC**

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit <a href="http://fordvehicles.com">fordvehicles.com</a> to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at <a href="http://fleet.ford.com">fleet.ford.com</a> , or available from Duval Ford.	\$1.00
99H	Engine: 2.3L EcoBoost I-4 -Inc: auto start-stop technology (STD)	\$0.00
44T	Transmission: 10-Speed Automatic w/SelectShift -Inc: active transmission warm-up (ATWU) (STD)	\$0.00
200A	Equipment Group 200A	\$0.00
202A	Equipment Group 202A -Inc: LED Fog Lamps, silver-painted front skid plate elements, Remote Start System	\$5,139.00
649	Wheels: 20" Premium Painted Aluminum -Inc: Tires: P255/55R20 AS BSW	\$1,294.00
AZ	Star White Metallic Tri-Coat	\$394.00
B3	Atlas Blue Metallic	\$0.00
B6	Rich Copper Metallic Tinted Clearcoat	\$394.00
BN	Silver Spruce Metallic	\$0.00
D4	Rapid Red Metallic Tinted Clearcoat	\$394.00
FT	Blue Metallic	\$0.00
J7	Magnetic Metallic	\$0.00
JS	Iconic Silver Metallic	\$0.00
UM	Agate Black Metallic	\$0.00
YZ	Oxford White	\$0.00
88	Ebony, Unique Cloth Captain's Chairs -Inc: 10-way power driver's seat w/power lumbar and recline, 4-way manual front passenger seat w/fore/aft, recline and 4-way manually adjustable driver and front passenger head restraints (2-way up/down when dual-headrest rear seat entertainment system (SOS) is ordered)	\$0.00
8N	Sandstone, Unique Cloth Captain's Chairs -Inc: 10-way power driver's seat w/power lumbar and recline, 4-way manual front passenger seat w/fore/aft, recline and 4-way manually adjustable driver and front passenger head restraints (2-way up/down when dual-headrest rear seat entertainment system (SOS) is ordered)	\$0.00
86	Ebony, ActiveX Captain's Chairs -Inc: 10-way power driver's seat w/power lumbar and recline, 8-way power front passenger seat w/power lumbar and power recline and 4-way manually adjustable driver and front passenger head restraints (2-way up/down when dual-headrest rear seat entertainment system (SOS) is ordered)	\$0.00
8N	Sandstone, ActiveX Captain's Chairs -Inc: 10-way power driver's seat w/power lumbar and recline, 8-way power front passenger seat w/power lumbar and power recline and 4-way manually adjustable driver and front passenger head restraints (2-way up/down when dual-headrest rear seat entertainment system (SOS) is ordered)	\$0.00
658	Ford Co-Pilot360 Assist+ -Inc: Voice-Activated Touchscreen Navigation System, pinch-to-zoom capability, SiriusXM Traffic and Travel Link, Note: SiriusXM Traffic and Travel Link includes a 5-year prepaid subscription, SiriusXM Traffic and Travel Link service is not available in Alaska or Hawaii, Evasive Steering Assist, Intelligent Adaptive Cruise Control, stop-and-go, lane centering and speed sign recognition	\$794.00
05W	Comfort Package -Inc: 1st & 2nd Row Heated Seats, Heated Steering Wheel, Windshield Wiper De-Icer	\$714.00
41H	Engine Block Heater	\$89.00
82T	Class III Trailer Tow Package -Inc: cargo area management system	\$708.00

Order Code	Description	Price
153	Front License Plate Bracket	\$0.00
439	Twin Panel Moonroof	\$1,894.00
50M	Splash Guards (Dealer Installed)	\$204.00
60W	Wheel Lock Kit (Dealer Installed)	\$74.00
942	Daytime Running Lamps (DRL) (Non-Configurable)	\$44.00
16N	Front & Second Row Floor Liners	\$119.00
17U	2nd Row 35/30/35 Bench w/E-Z Entry & Armrest -Inc: E-Z entry is manually activated	\$494.00
50N	Roof-Rail Crossbars (Dealer Installed)	\$324.00
50B	Dual-Headrest Rear Seat Entertainment System	\$1,894.00
60X	Smoker's Package (Dealer Installed)	\$89.00
65W	Cargo Mat (Dealer Installed)	\$88.00
SAFET	Safety Kit Incl: First Aid Kit, Triangle Kit & Fire Extinguisher	\$276.00
SAFET2	First Aid, Fire Extinguisher and Road LED Kit	\$536.00
LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED	\$885.00
GOLITE	LED Permanent Mount Go-Light brand spot light	\$895.00
TH500	500 Watt Inverter	\$386.00
TH750	750 Watt Inverter	\$598.00
TH1000	1000 Watt Inverter	\$842.00
DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	\$1,485.00
DSI-REMOTE	Remote control for Dimensions	\$145.00
STLIGHT	Streamlight Rechargeable Stinger Flashlight	\$189.00
TINT	DEEP WINDOW TINT FILM WITH FRONT WINDSHIELD STRIP.	\$285.00
TINT 4D	TINT ALL WINDOWS.	\$395.00
NITRO	NITROGEN FILLED TIRES IN LIEU OF STD FACTORY FILL. FUEL ECONOMY SAVER DUE TO TIRE PRESSURE CONSISTENCY, ON GROUND	\$245.00
WT LC 2P	WEATHER TECH LASER CUT TWO PIECE MAT SET	\$215.00
WT LC 4P	WEATHER TECH MATS , LASER CUT	\$289.00
RMAT	HD RUBBER FLOOR MATS	\$195.00
VV	VENT SHADES, MUST SPECIFY STICK ON OR FLANGE TYPE IN CHANNEL	\$175.00
3K PATS	EXTRA PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	\$225.00
3K RKE	EXTRA PROGRAMMED INTEGRATED KEY TRANSMITTER FOB	\$380.00
2 TONE	TWO TONE PAINT SCHEME, DOORS AND ROOF	\$1,896.00
LTS	LapTop Stand Passenger side mounted and universal Cradle	\$713.00
Cargo Mgmt	Cargo Organizer solution for rear cargo area in SUV	\$156.00
N8	Red White Dome Light, installed between visors or in cargo area	\$186.00
Bue	Backup Alarm	\$130.00
37B	Graphics (6 Square Feet) -Inc: up to 6 square feet	\$249.00
37C	Graphics (10 Square Feet) -Inc: up to 10 square feet	\$299.00
37D	Graphics (16 Square Feet) -Inc: up to 16 square feet	\$399.00
37E	Graphics (26 Square Feet) -Inc: up to 26 square feet	\$524.00
37F	Graphics (40 Square Feet) -Inc: up to 40 square feet	\$674.00
37G	Graphics (56 Square Feet) -Inc: up to 56 square feet	\$824.00
37H	Graphics (70 Square Feet) -Inc: up to 70 square feet	\$974.00
SeatCover	Front Seat Covers by TigerTough	\$445.00
UCoat	Undercoating	

Order Code	Description	Price
USB iPhone	HD Charge Wire for iPhone	\$35.00
USB Android	HD Charge Wire for Android	\$35.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emissions codes for specific region.	\$445.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and FedEx related expense.	\$45.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, Includes (TMP)	\$90.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriff's Tag. Includes (TMP)	\$125.00
BASE 5/75	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,805.00
EXTRA 5/75	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,845.00
PREMIUM 5/75	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,535.00
BASE 5/100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,130.00
EXTRA 5/100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,560.00
PREMIUM 5/100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$3,395.00

Options: Garber Ford Inc

Order Code	Description	Price
AZ	Star White Metallic Tri-Coat	\$594.00
D4	Rapid Red Metallic Tinted Clearcoat	\$394.00
202A	Equipment Group 202A -inc: LED Fog Lamps, silver-painted front aid plate elements, Remote Start System *GROSS*	\$5,139.00
52T	Class III Trailer Tow Package -inc: cargo area management system	\$709.00
50M	Splash Guards (Dealer Installed)	\$204.00
16N	Front & Second Row Floor Liners	\$119.00
85W	Cargo Mat	\$69.00
3K	Third Key and Fob Cut and Programmed	\$248.00
TINT	Dealer Tint All Windows (Add \$25 for Windshield Strip)	\$248.00
DECALS	Design and Install Custom Decal Package	\$525.00
VVS	Vent visors - stick-on style	\$149.00
RS	Rainshields - flange style	\$149.00
MATS	1st Row HD Floor Liners (WeatherTech or Equivalent)	\$129.00
TTAG	Temporary Tag (Add \$25 if Overnight Shipping Required)	\$6.00
TRANS	Transfer Tag (Add \$25 if Overnight Shipping Required)	\$98.00
YTAG	Yellow Tag (Add \$25 if Overnight Shipping Required)	\$117.00
ALL UPFITS	PLEASE SEE GARBER'S LIGHTS AND UPFITS SECTION FOR A FULL LINE OF VEHICLE LIGHTING, TRUCK BODIES, VAN AND BIN PACKAGES, AND OTHER AVAILABLE VEHICLE ADDITIONS. WE CAN HELP YOU WITH JUST ABOUT ANYTHING YOU NEED!	\$0.00

Options: Palmetto Ford Truck Sales, Inc.

Order Code	Description	Price
439	Twin Panel Moonroof	\$1,680.00
648	20" Premium Painted Aluminum Wheels. Includes P255/55R20 AS BSW Tires	\$1,280.00

Order Code	Description	Price
942	Daytime Running Lights	\$44.00
1500PSI	1,500 Watt Pure Sine Inverter with Remote	\$2,389.00
16N	Front and Second Row Floor Liners	\$118.00
17U	2nd Row 35/30/35 Bench with E-Z Entry and Armrest	\$490.00
2000I	2,000 Watt Inverter with Remote	\$765.00
3000PSI	3,000 Watt Pure Sine Inverter with Remote	\$2,699.00
4CS	Four Corner Led Strobes (Amber or White)	\$680.00
4CSS	Four Corner Split Led Strobes, Amber and White	\$840.00
50MI	Splash Guards (Dealer Installed) and Installation	\$300.00
50NI	Roof Rail Crossbars (Dealer Installed) and Installation	\$420.00
50S	Dual Heated Headrest Rear Seat Entertainment System	\$1,890.00
52T	Class III Trailer Tow Package. Includes cargo area management system	\$706.00
60WI	Wheel Lock Kit (Dealer Installed) and Installation	\$176.00
60XI	Smoker's Package (Dealer Installed) and Installation	\$195.00
65S	Ford Co-Pilot360 Assist+ - Includes: - Intelligent Adaptive Cruise Control includes stop-and-go, lane centering and speed sign recognition. - Evative Steering Assist- Voice-Activated Touchscreen Navigation System includes pinch-to-zoom capability, SiriusXM Traffic and Travel Link. Note: SiriusXM Traffic and Travel Link includes a 5-year prepaid subscription.	\$790.00
65W	Comfort Package - Includes: - 1st & 2nd Row Heated Seats- Heated Steering Wheel - Windshield Wiper De-Icer	\$710.00
85W	Cargo Mat	\$95.00
AK	Additional Key / Key Fob	\$155.00
FECF	Ford Extended Coverage Plan - Contact Dealer with Requirements for Availability / Pricing	\$0.00
FMP	Ford Maintenance Plan - Contact Dealer with Requirements for Availability / Pricing	\$0.00
LABOR	Hourly Labor Rate	\$101.00
LCG	Laptop Cradle - Gamber Johnson - Universal Laptop tray	\$825.00
LCH	Laptop Cradle - Havis - Universal Laptop tray	\$805.00
LSG	Laptop Stand - Gamber Johnson - 7160-1336,DS-LOWER-9,7160-0176,7160-0230,7160-0928	\$780.00
LSJ	Laptop Stand - Jotto - HD A-MOD Laptop Mount	\$756.00
LSPH	Laptop Stand - Havis - Premium Passenger Side Mount Package	\$865.00
LSSH	Laptop Stand - Havis - Standard Passenger Side Mount Package	\$836.00
NLBR	Non-Listed Body Request - Contact Dealer to Coordinate	\$0.00
NLER	Non-Listed Equipment Request - Contact Dealer to Coordinate	\$0.00
NTAG	New Yellow Tag - Includes Registration and Administrative Fees	\$225.00
PB	Push Bumper	\$800.00
TEMP	Temporary Tag - Includes Registration and Administrative Fees	\$65.00
TTRANS	Transfer Existing Tag - Includes Renewal and Administrative Fees	\$185.00
UCCAT	Undercoating	\$895.00

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## PURCHASING

◀ Back to Main Purchasing Page (<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program>)

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### FSA 19-VEH 17.0 HEAVY TRUCKS AND EQUIPMENT

**Contract Term: October 1, 2019 – September 30, 2020**

The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment, and services that are available to all eligible\* entities since 1993. While most entities purchasing from our contracts are within the state of Florida, eligible\* entities from other states have used the contracts if their governing purchases ordinance allows.

For details of the products available, review the category you are seeking to purchase. Simply select the drop-down arrow and locate the vehicle of choice. The vehicle links will take you to pages that are solely dedicated to the bid award for that commodity. Follow the purchasing instructions and remember to send CPP a copy of your purchase order. Continue to scroll the bottom of the page and find a link to all the bid supporting bid documents.

## Purchaser Ordering Process Tutorial

For  
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**CITY OF BOYNTON BEACH**

Prepared for:		Contract Holder	DATE: 10/8/18
CITY OF BOYNTON BEACH		Durval Fleet Sales	
BILL DARTY		Laura Torbett	
561-742-6215		(Work) 904-388-2144	
DartyW@bbfl.us		(Fax) 904-387-6816	
		(Cell) 904-568-6027	
		Laura.Torbett@durvalfleet.com	
		5203 Waterside Dr Jax, FL 32210	
PLEASE CONTINUE AT CITY OF BOYNTON BEACH			
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL17 Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	SPEC 7	2020 FORD F-350, 1 TON CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 F3G	\$ 23,294.00
0	640A	XL TRIM PACKAGE	\$ -
0	980	6.2L V8 GAS ENGINE	\$ -
0	440	10 SPEED AUTO TRANS	\$ -
0	145	145" WHEEL BASE 60" CAB TO AXLE	\$ -
0	K4L	4.30 LIMITED SLIP AXLE	\$ -
0	67D	TRAILER TOWING MIRRORS	\$ -
0	Z1	EXTERIOR: OXFORD WHITE	\$ -
0	A5	INTERIOR: GRAY VINYL 40/20/40	\$ -
0		VINYL FLOOR	\$ -
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	90L	POWER WINDOWS AND LOCKS	\$ 914.00
0	525	SPEED CONTROL/ TILT WHEEL	\$ 234.00
0	18B	CAB STEPS	\$ 319.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	SPRAY SB	SPRAY IN BEDLINER, INCLUDES TOPS OF UTILITY BOXES, INSIDE WALLS AND BUMPER	\$ 935.00
0	8TD	SHIFT ON THE FLY	\$ -
0	512	FULL SIZE SPARE TIRE AND WHEEL	\$ 349.00
0	534	TRAILER TOWING PACKAGE WITH 2" BALL	\$ 1,648.00
0	95B	9 FT. KNAPSIDE UTILITY BODY FOR DRW- MODEL 6108D64	\$ 9,200.00
0	31V	SHIP THROUGH TO BODY MANUFACTURER, INCLUDE CERTIFIED PDI	\$ 625.00
0		INSTALL FACTORY CAMERA ON UTILITY BODY	\$ -
0	780	BACK UP ALARM	\$ 139.00
0	672	BACK UP CAMERA	\$ 414.00
0	INVERTER	1,600 WATT THOR POWER INVERTER- MT IN CURBSIDE FRONT COMPARTMENT	\$ 642.00
4	WPLB-LED1	54" LIBERTY 11 LIGHTBAR, WIRE WITH DIRECTIONAL- AMBER/ WHITE SPLIT (INCLUDES TAKE DOWNS & ALLEY LIGHTS)	\$ 2,222.00
0	PCC6W	6- SWITCH CONTROLLER	\$ 104.00
0	CREDIT	DELETE THE 295 CONTROLLER AND SPEAKER FROM LIGHTBAR PACKAGE	\$ (550.00)
0	TAG	CITY TAG AND TITLE	\$ 125.00
0	TTO	TAG PROCESSING FEE	\$ 48.00
4	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$100 \$ 400.00
VENDOR			
COMMENTS			
UNIT COST			\$ 41,372.00
TOTAL PURCHASE			\$ 41,372.00



# Bid Award

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEH17.0 , Heavy Trucks and Equipment

Group: CAB AND CHASSIS TRUCKS: 1 Ton Cab & Chassis (DRW) 4X2

Item: 7, Ford, F-350 Regular Cab, F3G

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer's standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer's standard automatic transmission; Manufacturer's standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer's standard power steering; Manufacturer's standard gauges. COMFORT ITEMS: Air conditioning; 2 - keys and/or fobs; Manufacturer's standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer's standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision for vehicles to 96" wide; Interior dome lights with left and right door activated switches; Manufacturer's standard air bags. BRAKES: Four-wheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer's standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer's standard bumper; Manufacturer's standard fuel tank; Manufacturer's standard colors, factory painted. Colors to be determined by individual purchasing agencies.

Zone	Rank	Vendor	Price
Western	Primary	Palmetto Ford Truck Sales, Inc.	\$22,484.00
	Alternate	Duval Ford LLC	\$23,294.00
Northern	Primary	Palmetto Ford Truck Sales, Inc.	\$22,285.00
	Alternate	Duval Ford LLC	\$23,294.00
Central	Primary	Palmetto Ford Truck Sales, Inc.	\$22,085.00
	Alternate	Duval Ford LLC	\$23,294.00
Southern	Primary	Palmetto Ford Truck Sales, Inc.	\$22,085.00
	Alternate	Duval Ford LLC	\$23,294.00

Options appear in alphabetical order by awarded vendor.

Options: Duval Ford LLC

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit <a href="http://fordvehicles.com">fordvehicles.com</a> to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at <a href="http://fleet.ford.com">fleet.ford.com</a> , or available from Duval Ford.	\$1.00
SCB	MODEL UPGRADE TO SUPER CAB 60" CA (X3G, X3E)	\$4,000.00
CCB	MODEL UPGRADE TO CREW CAB 60" CA (W3G, W3E)	\$5,000.00
SRW	CREDIT: SINGLE REAR WHEEL MODEL WITH 60" CAB TO AXLE (F3E, X3E, W3E)	\$300.00
998	Engine: 6.2L 2-Valve SOHC EFI NA V6 (Flex-Fuel) (STD)	\$0.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$1,704.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: Diesel Exhaust Fluid (DEF) tank, Intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternators, Dual 78-AH 750 CCA Batteries	\$10,484.00
44G	Transmission: TorqShift 10-Speed Automatic -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)	\$0.00
640A	Order Code 640A	\$0.00
X37	3.73 Axle Ratio (STD)	\$0.00
X4L	Limited Slip w/4.30 Axle Ratio	\$348.00
X4N	Limited Slip w/4.10 Axle Ratio	\$368.00
X4W	Limited Slip w/4.10 Axle Ratio (Wide Track)	\$0.00
X4X	Limited Slip w/4.30 Axle Ratio (Wide Track)	\$0.00
CA1	(L404 84) Cab to Axle at 84", increases wheelbase and lengthens frame for appropriate body installation, Reg Cab DRW only.	\$1,415.00
X3E SRW	Electronic-Locking w/3.73 Axle Ratio	\$388.00
X4M SRW	Electronic-Locking w/4.30 Axle Ratio	\$388.00
TBM SRW	Tires: LT245/75R17E BSW A/T	\$164.00
TCD SRW	Tires: LT265/70R17E OWL A/T	\$454.00
TCH SRW	Tires: LT275/65R18E BSW A/S (STD)	\$0.00
TD8 SRW	Tires: LT245/75R17E BSW PLUS A/S	\$168.00
TDX SRW	Tires: LT275/70R18E BSW AT	\$264.00
64J	Wheels: 17" Forged Polished Aluminum -inc: bright hub covers/center ornaments (4 aluminum outer and 2 steel inner)	\$598.00
64K	Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)	\$0.00

Order Code	Description	Price
TBM	Tires: LT245/76R17E BSW A/T	\$184.00
TD8	Tires: LT245/76R17E BSW PLUS A/B (STD)	\$0.00
AT	Yellow	\$659.00
BY	School Bus Yellow	\$659.00
D1	Stone Gray Metallic	\$0.00
E4	Vermilion Red	\$659.00
GR	Green	\$659.00
J7	Magnetic Metallic	\$0.00
JS	Iconic Silver Metallic	\$0.00
MB	Orange	\$659.00
N1	Blue Jeans Metallic	\$0.00
PQ	Race Red	\$0.00
UM	Agate Black Metallic	\$0.00
W6	Green Gem	\$659.00
Z1	Oxford White	\$0.00
1B	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -Inc: center armrest, cupholder, storage and driver's side manual lumbar	\$69.00
4S	Medium Earth Gray, Cloth 40/Mini-Console/40 Front Seat -Inc: driver's side manual lumbar	\$514.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -Inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
LS	Medium Earth Gray, Vinyl 40/Mini-Console/40 Front Seat -Inc: driver's side manual lumbar	\$354.00
1B CCB	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -Inc: center armrest, cupholder, storage and driver's side manual lumbar for crew cab (CCB) option	\$314.00
4S CCB	Medium Earth Gray, Cloth 40/Mini-Console/40 Front Seat -Inc: driver's side manual lumbar for crew cab (CCB) option	\$614.00
AS CCB	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -Inc: center armrest, cupholder, storage and driver's side manual lumbar for crew cab (CCB) option	\$0.00
LS CCB	Medium Earth Gray, Vinyl 40/Mini-Console/40 Front Seat -Inc: driver's side manual lumbar for crew cab (CCB) option	\$354.00
17F	XL Decor Group -Inc: Chrome Front Bumper	\$219.00
47A	Ambulance Prep Package -Inc: 7,000 lbs, max front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, Ford vehicles are suitable for producing ambulances only if equipped with the Ford Ambulance Prep Package, In addition, Ford urges ambulance manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements), Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance voids the Ford warranty, NOTE: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module, 397 Amp Alternators, Operator Commanded Regeneration (OCR) req. 67b 99r 99t	\$1,204.00
47J	Fire/Rescue Prep Pkg w/EPA Special Emissions -Inc: 7,000 lbs, max front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, Ford urges Fire/Rescue Vehicle manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements), NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module, NOTE 2: Engine calibration significantly reduces the possibility of depower mode when in stationary PTO operation, NOTE 3: Operator commanded regen allowed down to 30% of DPF filter full, instead of 100%, NOTE 4: Must meet the definition of an Emergency Vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the Federal Register, NOTE 5: California Code of Regulations allows for the sale of Federally certified emergency vehicles in California, 397 Amp Alternators, Operator Commanded Regeneration (OCR) Req. 99i 99r 67b	\$1,204.00
47L	Ambulance Prep Pkg w/Special Emissions -Inc: EPA Special Emergency Vehicle Emissions and 7000 lbs, max front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, Ford vehicles are suitable for producing ambulances w/special emissions only if equipped with the Ford Ambulance Prep Package w/EPA Special Emergency Vehicle Emissions, In addition, Ford urges ambulance manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements), Using a Ford vehicle without the Ford Ambulance Package w/EPA Special Emergency Vehicle Emissions to produce an ambulance w/special emissions voids the Ford warranty, NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module, NOTE 2: Engine calibration significantly reduces the possibility of depower mode when in stationary PTO operation, NOTE 3: Operator commanded regen allowed down to 30% of DPF filter full, instead of 100%, NOTE 4: Must meet the definition of an Emergency Vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the Federal Register, NOTE 5: California Code of Regulations allows for the sale of federally certified emergency vehicles in California, 397 Amp Alternators, Limited Slip w/4.10 Axle Ratio (Wide Track) (Fleet), Operator Commanded Regeneration (OCR) Req. 99i x4w 67b 99r	\$1,204.00
90L	Power Equipment Group -Inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecurILock Passive Anti-Theft System (PATs) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$914.00
90L CCB	Power Equipment Group for crew cab (CCB) option -Inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecurILock Passive Anti-Theft System (PATs) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$1,124.00
90L SCB	Power Equipment Group -Inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecurILock Passive Anti-Theft System (PATs) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$914.00
99V	XL Value Package -Inc: Steering Wheel-Mounted Cruise Control, Chrome Front Bumper	\$724.00
41H	Engine Block Heater	\$99.00
52B	Trailer Brake Controller -Inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$299.00

Order Code	Description	Price
531	Trailer Tow Wire-Inc: aftermarket trailer brake wiring kit, Trailer brake controller not included	\$44.00
534	Heavy Duty Trailer Tow Group: Includes Trailer Brake wiring, HD Class V Hitch, Solid Draw Bar, 2 5/16" Ball with pin and clip, reinforcements for ICC underide protection (complies with FMVSS) , bracket and half inch plate where necessary, welded. Recommend Trailer brake controller (not included), Increases GCW with axle upgrade.	\$1,845.00
62R	Transmission Power Take-Off Provision -Inc: mobile and stationary PTO modes, Included with Diesel	\$278.00
65C	Dual Diesel Fuel Tanks -Inc: Combines 40 gallon aft-of-axle and 26.5 gallon mid ship tank	\$824.00
66M	26.5 Gallon Mid Ship Fuel Tank	\$124.00
67A	332 Amp Alternators Req 99t	\$0.00
67B	397 Amp Alternators na with base engine	\$114.00
67E	240 Amp Alternator	\$84.00
67H	Heavy-Service Front Suspension Package -Inc: pre-selected heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), NOTE 1: May result in a deterioration of ride quality, NOTE 2: Vehicle ride height will increase with addition of this package	\$124.00
67X	Extra Heavy-Service Suspension Package -Inc: pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), NOTE 1: May result in a deterioration of ride quality, NOTE 2: Vehicle ride height will increase w/the addition of this package	\$124.00
68A	Programmable Engine Idle Shutdown - 5 Minute -Inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$249.00
68B	Programmable Engine Idle Shutdown - 10 Minute -Inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$249.00
68C	Programmable Engine Idle Shutdown - 15 Minute -Inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$249.00
68D	Programmable Engine Idle Shutdown - 20 Minute -Inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$249.00
68M	Dual 78 AH Battery, with 43c and 99n nc	\$208.00
98R	Operator Commanded Regeneration (OCR) Rq 99t	\$248.00
18B	Platform Running Boards	\$319.00
18B SCB	Platform Running Boards with Supercab	\$444.00
18B CCB	Platform Running Boards with CrewCab	\$444.00
435 SCB	Power-Sliding Rear-Window w/Defrost -Inc: driver/passenger sun visors w/illuminated vanity covered mirrors with Supercab	\$404.00
435 CCB	Power-Sliding Rear-Window w/Defrost -Inc: driver/passenger sun visors w/illuminated vanity covered mirrors with CrewCab	\$404.00
43B	Fixed Rear-Window w/Backglass Defrost	\$58.00
512	Spare Tire, Wheel & Jack -Inc: Excludes carrier, 4-Ton Hydraulic Jack	\$349.00
59S	Fog Lamps	\$129.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
61J	4-Ton Hydraulic Jack	\$54.00
61L	Front Wheel Well Liners (Pre-Installed) -Inc: Custom accessory	\$179.00
61B	Front Splash Guards/Mud Flaps (Pre-Installed) -Inc: Custom accessory	\$74.00
63A	Utility Lighting System -Inc: LED side-mirror spotlights	\$158.00
63G	Bright Grille	\$0.00
67H	Black Molded Hood Deflector (Pre-Installed) -Inc: Custom accessory	\$128.00
91G	Amber-White LED Warning Strokes (Pre-Installed) -Inc: Custom accessory, 4-corner strobe LT, center high-mounted stop light bar and 2 hood mounted lights	\$724.00
91S	Amber LED Warning Strokes (Pre-Installed) -Inc: Custom accessory, center high-mounted stop light bar and 2 hood mounted lights	\$674.00
924	Privacy Glass	\$28.00
942	Daytime Running Lamps (DRL) -Inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$44.00
945	Stainless Steel Wheel Covers (Pre-Installed) -Inc: Custom accessory, Front and rear	\$378.00
98F	CNG/Propane Gaseous Engine Prep Package -Inc: hardened engine intake valves, valve seats and b-fuel manifold, This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped w/the standard factory gasoline fuel system, Additional equipment combined w/Certified calibration refash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle, See Alternative Fuel Buyers Guide: <a href="http://www.ford.com/altfuelbuyersguide">www.ford.com/altfuelbuyersguide</a> Ford Motor Company does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel, Ford does not represent that a vehicle converted to use CNG or Propane will comply w/all applicable U.S. or Canadian safety standards, It is the responsibility of the final stage manufacturer (body-builder, installer, seller or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S. Federal, California or Canadian exhaust and evaporative emission requirements, Federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements	\$314.00

Order Code	Description	Price
Bifuel	23.5 gge 6.2L Bi fuel Conversion , requires 98f	\$14,116.00
Cng	23.5 gge 6.2L CNG dedicated Conversion , requires 98f	\$14,116.00
39S	SiriusXM Radio -inc: 1 IP mounted center speaker and a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-888-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc	\$184.00
18A	Upfitter Interface Module	\$294.00
41A	Rapid-Heat Supplemental Cab Heater -inc: 387 Amp Alternators	\$249.00
43C	110V/400W Outlet -inc: 1 in-dash mounted outlet	\$174.00
82S	Steering Wheel-Mounted Cruise Control	\$234.00
90C	Audible Lane Departure Warning	\$114.00
76C	Exterior Backup Alarm (Pre-installed) -inc: Custom accessory	\$139.00
76S	Remote Start System	\$249.00
872	Rear View Camera & Prep Kit -inc: loose camera and wiring bundle	\$414.00
926	Speed Limitation - 65-MPH Governed Top Speed	\$79.00
927	Speed Limitation - 75-MPH Governed Top Speed	\$79.00
94P	Pre-Collision Assist w/Automatic Emergency Braking -inc: forward collision warning	\$114.00
98B	SERVICE BODY: 9' Knapheide Service Body, Model 6108 SRW 60" CA. Requires Option 31*	\$8,825.00
98B	SERVICE BODY: 9' Knapheide Service Body, Model 6108F SRW Flip Top 60" CA. Requires Option 31*	\$9,550.00
98B	SERVICE BODY: 9' Knapheide Service Body, Model 6108D54 DRW 60" CA. Requires Option 31*	\$9,200.00
98B	SERVICE BODY: 9' Knapheide Service Body, Model 6108D54F DRW Flip Top 60" CA- 36" In Height. Requires Option 31*	\$9,800.00
98B	SERVICE BODY: 9' Knapheide Service Body, Model 6108D54FJ40 DRW Flip Top 60" CA- 41" In Height. Requires Option 31*	\$10,100.00
98B	SERVICE BODY: 9' Stahl Service Body, DRW. Requires Option 31*	\$9,574.00
98B	SERVICE BODY: 9' CM Service body, DRW. Requires Option 31*	\$10,562.00
98B	SERVICE BODY: 9' Reading Service Body, Classic 11 SRW. Requires Option 31*	\$9,270.00
98B	SERVICE BODY: 9' Reading Service Body, Classic 11 with Flip Top Lids SRW. Requires Option 31*	\$10,356.00
98B	SERVICE BODY: 9' Reading Service Body, Classic 11 DRW. Requires Option 31*	\$9,496.00
98B	SERVICE BODY: 9' Reading Service Body, Classic 11 with Flip Top Lids DRW. Requires Option 31*	\$10,610.00
118B	SERVICE BODY: 11' Knapheide Service Body, Model 6132D54 DRW 84" CA. Requires Option 31*	\$10,425.00
118B	SERVICE BODY: 11' Knapheide Service Body, Model 6132D54F DRW Flip Top 84" CA . Requires Option 31*	\$11,800.00
118B	SERVICE BODY: 11' Stahl Service Body, DRW. Requires Option 31*	\$10,805.00
118B	SERVICE BODY: 11' CM Service Body, DRW. Requires Option 31*	\$11,904.00
118B	SERVICE BODY: 11' Reading Service Body, Classic 11 DRW. Requires Option 31*	\$10,895.00
118B	SERVICE BODY: 11' Reading Service Body, Classic 11 with Flip Top Lids DRW. Requires Option 31*	\$13,025.00
9D	DUMP: 9' Rugby Eliminator LP 2-3 Yd. Dump with Manual Ground Control Tarp. Requires Option 31*	\$11,540.00
9D	DUMP: 9' Godwin 2-3 Yd. Dump with Manual Ground Control Tarp. Includes 13" Sides. For 18" sides Add \$210. Requires Option 31*	\$12,450.00
DUMP BODY OPTION	DUMP BODY OPTION: Aluminum Tunnel Body Box, Sits Between Cab and Dump for Additional Enclosed Storage * Requires a Longer CA	\$4,500.00
DUMP BODY OPTION	DUMP BODY OPTION: Steel Tunnel Body Box, Sits Between Cab and Dump for Additional Enclosed Storage * Requires a Longer CA	\$3,800.00
9D	DUMP: 9' Reading 2-4 Yd. Dump with Manual Ground Control Tarp. Requires Option 31*	\$11,110.00
11D	DUMP: 11' Rugby Eliminator LP 2-3 Yd. Dump with Manual Ground Control Tarp. Requires Option 31*	\$11,675.00
11D	DUMP: 11' Godwin 2-3 Yd. Dump with Manual Ground Control Tarp. Includes 13" Sides. For 18" sides Add \$210. Requires Option 31*	\$12,888.00
11D	DUMP: 11' Reading 3-4 Yd. Dump with Manual Ground Control Tarp. Requires Option 31*	\$11,570.00
DumpOpt	DUMP BODY OPTION: Fold Down Sides for Dump Body	\$1,250.00
FB Opt	FLAT BED OPTION: Upgrade to Electric Hoist on Stake Body or Flat Bed for 9'- 12' (\$15)	\$3,200.00
FB Opt	FLATBED OPTION: Upgrade to Electric Hoist on Stake Body or Flat Bed for 14'-16' (\$20)	\$3,700.00
FB Opt	FLATBED OPTION: Upgrade to Electric Hoist on Stake Body or Flat Bed For HD 16' Bodies (\$28)	\$4,200.00

Order Code	Description	Price
DumpOpt	DUMP BODY OPTION: Electric Tarp	\$1,195.00
DumpOpt	DUMP BODY OPTION: Stirrup Strap	\$265.00
9CD	CONTRACTOR'S BODY: 9' Knapheide Contractor Body with 14" Sides, Electric Hoist, Ground Control Manual Tarp with Arms ( Requires 60 CA) Requires Option 31*	\$12,033.00
12CD	CONTRACTOR'S BODY: 12' Knapheide Contractor Body with 14" Sides, Electric Hoist, Ground Control Manual Tarp with Arms ( Requires 84" CA) Requires Option 31*	\$12,320.00
9CD	CONTRACTOR'S BODY: 9' Blueridge Contractor Body with 40" Sides, Electric Hoist, Ground Control Manual Tarp with Arms ( Requires 60 CA) Requires Option 31*	\$12,755.00
12CD	CONTRACTOR'S BODY: 12' Blueridge Contractor Body with 40" Sides, Electric Hoist, Ground Control Manual Tarp with Arms ( Requires 84" CA) Requires Option 31*	\$13,005.00
9FB	FLATBED: 9' Knapheide Flat Bed, Model PVMXS with Bulkhead. Requires 31* Add \$1844 for 40" Stake Sides	\$8,488.00
12FB	FLATBED: 12' Knapheide Flat Bed, Model PVMXS with Bulkhead. Requires 31* Add \$2048 for 40" Stake Sides	\$8,709.00
9FB	FLATBED: 9' Reading Flatbed with 40" Sides and Bulkhead. Requires 31*	\$8,010.00
10FB	FLATBED: 10' Reading Flatbed with 40" Sides and Bulkhead. Requires 31*	\$8,225.00
12FB	FLATBED: 12' Reading Flatbed with 40" Sides and Bulkhead. Requires 31*	\$8,510.00
ESB9.00	ENCLOSED BODY: 9' Knapheide Enclosed Service Body, Model KC108M2094 With 61" Interior Height. Requires Option 31*	\$14,055.00
ESB9.00	ENCLOSED BODY: 9' Knapheide Enclosed Service Body, Model KC108H2094 With 73" Interior Height. Requires Option 31*	\$14,279.00
ESB11.00	ENCLOSED BODY: 11' Knapheide Enclosed Service Body, Model KC132L2094 With 51" Interior Height. Requires Option 31*	\$14,794.00
ESB11.00	ENCLOSED BODY: 11' Knapheide Enclosed Service Body, Model KC132M2094 With 61" Interior Height. Requires Option 31*	\$15,025.00
ESB11.00	ENCLOSED BODY: 11' Knapheide Enclosed Service Body, Model KC132H2094 With 73" Interior Height. Requires Option 31*	\$15,320.00
9FB HD	REINFORCED FLATBED HD: 9' Steel Flatbed with Manual Outriggers, Crane Reinforcements and Spring Build Up. Requires 31* (For 3-4K Crane Capacity)	\$11,200.00
12FB HD	REINFORCED FLATBED HD: 12' Steel Flatbed with Manual Outriggers, Crane Reinforcements and Spring Build Up. Requires 31* (For 3-4K Crane Capacity)	\$11,400.00
CB9	REINFORCED CRANE BODY: 9' Knapheide Crane Body, Model 6108D54R with Manual Outriggers, Crane Reinforcements and Spring Build Up. Requires 31* (For 3-4K Crane Capacity)	\$12,400.00
CB11	REINFORCED CRANE BODY: 11' Knapheide Crane Body, Model 6132D54R with Manual Outriggers, Crane Reinforcements and Spring Build Up. Requires 31* (For 3-4K Crane Capacity)	\$13,750.00
CB9	CRANE BODY: 9' Titan Crane Body with Manual Outriggers, Crane Reinforcements and Spring Build Up. Requires 31* (For 3-4K Crane Capacity)	\$17,900.00
CB11	CRANE BODY: 11' Titan Crane Body with Manual Outriggers, Crane Reinforcements and Spring Build Up. Requires 31* (For 3-4K Crane Capacity)	\$19,700.00
CB9	CRANE BODY: 9' Reading CM6 Crane Body, Model CM6-106. Requires 31*	\$17,720.00
CB11	CRANE BODY: 11' Reading CM6 Crane Body, Model CM6-132. Requires 31*	\$19,815.00
CB9	CRANE OPTION: 9' Crane Reinforcement for Vendor Specific Utility Body Order (Cranes 3-4K, Add \$550 for 11')	\$2,730.00
RI11	CRANE OPTION: 11' Crane Reinforcement for Vendor Specific Utility Body Order (Cranes 5-6K)	\$4,825.00
TB SIDE 48	HD ALUM SIDE MOUNTED TOOLBOX 48" LONG, PRICE PER SIDE	\$395.00
TB SIDE 72	HD ALUM SIDE MOUNTED TOOLBOX 72" LONG, PRICE PER SIDE	\$564.00
TB TFUEL	Tool and fuel: UTS TT101 100 Gal capacity with meter, electric pump and 30' hose . Diesel Fuel only.	\$2,480.00
SPRAY SB	SPRAY LINER FOR SERVICE BODY. INCLUDES INTERIOR, SIDE WALLS AND BOX TOPS. HD THICKNESS, INCLUDES TAILGATE.	\$935.00
SPRAY DD	SPRAY LINE TWO SERVICE BODY DROP DOOR SURFACES	\$175.00
SPRAY BPR	SPRAY SERVICE BODY REAR BUMPER FOR UP TO 12" SHELF BUMPERS	\$165.00
SPRAY E5V	SPRAY LINER FOR ENCLOSED SERVICE BODY. INCLUDES FLOOR AND 16" UP SIDE WALLS.	\$1,525.00
ML 11	KNAPHEIDE MASTERLOCKS 11FT	\$765.00
CLITE	KNAPHEIDE COMPARTMENT LIGHTS	\$595.00
CLITE 11	KNAPHEIDE COMPARTMENT LIGHTS 11FT	\$680.00
LEDT	KNAPHEIDE LED TAILLIGHTS	\$510.00
EL	KNAPHEIDE ELECTRIC LOCKS	\$950.00
EL 11	KNAPHEIDE ELECTRIC LOCKS 11 FT BODIES	\$1,125.00
THDL	KNAPHEIDE SINGLE POINT T HANDLES	\$425.00
THDL 11	KNAPHEIDE SINGLE POINT T HANDLES 11 FT BODIES	\$600.00
3PT	KNAPHEIDE 3 POINT T HANDLES	\$500.00
3PT 11	KNAPHEIDE 3 POINT T HANDLES 11 FT BODIES	\$785.00
DRING	D RINGS IN CARGO AREA	\$448.00
PAINT	PAINT COMPARTMENT INTERIOR	\$1,109.00

Order Code	Description	Price
6D TBOX	6 DRAWER MECHANICS TOOLBOX	\$2,095.00
CHOLD	CONE HOLDER	\$196.00
HD CHOLD	HEAVY DUTY FOLD DOWN CONE HOLDER	\$382.00
TPLATE TOP	TREADPLATE OVERLAY COMPARTMENT TOPS	\$975.00
TPLATE C	TREADPLATE OVERLAY CARGO AREA	\$975.00
GRAB HNDL	GRABHANDLES (2)	\$228.00
STEP	CABLE STEP	\$349.00
COOLER MNT	IGLOO COOLER MOUNT	\$225.00
COOLER	IGLOO COOLER	\$110.00
WISE	6" WILTON VISE	\$425.00
VBKT	VISE BRACKET	\$199.00
GARD	MUD & STONE GUARD	\$225.00
ETRACK	E TRACK IN CARGO AREA	\$345.00
TOOL	3 TOOL SHOVEL RACK	\$325.00
BUMPER 16	KNAPHEIDE TAILSHELF BUMPER 16"	\$1,200.00
BUMPER 21	KNAPHEIDE 21" WORKBENCH STORAGE BUMPER	\$1,800.00
HICOMP	KNAPHEIDE RAISED BOTTLE GAS COMPARTMENT	\$1,498.00
SPO BASE	KNAPHEIDE BASE COAT/CLEAR COAT COLORS	\$1,530.00
SPO OEM	KNAPHEIDE FACTORY PAINT	\$1,105.00
SKID	LUBE SKID; 2 NEW OILS & 1 WASTE	\$12,998.00
VANAIR CG	VANAIR PRO COMPRESSOR/GENERATOR, 20 CFM, 5000 WATT	\$5,800.00
COMP 20	20 CFM GAS AIR COMPRESSOR AND REEL	\$4,850.00
VMAC G	VMAC VR70 GAS	\$11,500.00
VMAC D	VMAC VR70 DIESEL APPLICATION	\$14,900.00
WELDER	MILLER BOBCAT 250 WELDER	\$7,138.00
SAFET	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher	\$278.00
RCAM	REARVIEW 5.8" DISPLAY CAMERA SYSTEM	\$885.00
STORAGE	TWO SLIDE OUT TRAYS IN REAR COMPARTMENT FOR STORAGE. REQ. DOGBOX	\$510.00
HSPOT	HALOGEN PILLAR MOUNTED SPOT LIGHT	\$595.00
LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED	\$595.00
GOLITE	LED Permanent Mount Go-Light brand spot light	\$395.00
TH500	500 Watt Inverter	\$598.00
TH750	750 Watt Inverter	\$642.00
TH1000	1000 Watt Inverter	\$798.00
TH2000	2000 Watt Inverter	\$988.00
TH3000	3000 Watt Inverter	\$85.00
TH001	Remote Control for TH1000-TH3000	\$1,495.00
D8I-12/1200N	Dimensions 1200 watt Pure Sine Wave	\$1,588.00
D8I-12/1500N	Dimensions 1500 watt Pure Sine Wave	\$2,246.00
D8I-12/2400N	Dimensions 2400 watt Pure Sine Wave	\$2,398.00
D8I-12/3000N	Dimensions 3000 watt Pure Sine Wave	\$145.00
D8I-REMOTE	Remote control for Dimensions	\$198.00
STLIGHT	Streamlight Rechargeable Stinger Flashlight	

Order Code	Description	Price
CAMLOC	RELOCATE CAMERA, INSTALL BRACKET WHERE INDICATED	\$266.00
BACKZONE	REVERSE PARKING AIDE SENSORS	\$445.00
TINT	DEEP WINDOW TINT FILM WITH FRONT WINDSHIELD STRIP.	\$285.00
TINT 4D	TINT ALL WINDOWS. FOR CREW OR SUPERCAB CONFIGURATIONS	\$385.00
NITRO	NITROGEN FILLED TIRES IN LIEU OF STD FACTORY FILL. FUEL ECONOMY SAVER DUE TO TIRE PRESSURE CONSISTENCY, ON GROUND	\$246.00
WT LG	WEATHER TECH MATS , LASER CUT	\$216.00
RMAT	HD RUBBER FLOOR MATS	\$195.00
STEPBARS	TUBULAR STEP BARS	\$396.00
VV	VENT SHADES, MUST SPECIFY STICK ON OR FLANGE TYPE IN CHANNEL	\$175.00
WGG BASE	WRAP AROUND GRILL GAURD. WESTIN HDX	\$1,085.00
WGG STERLING	Sterling Base heavy duty winch mount / grill guard. Upgrade to Standard model for \$125, to Deluxe model for \$235, or Gator model for \$340. Add \$125 for a heavy duty Warn winch	\$1,265.00
WGG WP	WESTIN WRAP AROUND GRILL GUARD WITH WINCH PLATE	\$1,395.00
WGG LC	LIGHT CHANNEL FOR GRILL GUARD, LIGHTS SOLD SEPERATELY	\$79.00
WINCH 8KW	8000# WARN WINCH WITH REMOTE, REQ WGG.WP TO INCLUDE WINCH PLATE	\$1,336.00
WINCH 10KW	10000# WARN WINCH WITH REMOTE, REQ. WGG.WP TO INCLUDE WINCH MOUNTING PLATE	\$1,558.00
WINCH 12KW	12000# WARN WINCH WITH REMOTE, REQ. WGG.WP TO INCLUDE WINCH MOUNTING PLATE	\$1,676.00
3K PATS	EXTRA PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	\$226.00
3K RKE	EXTRA PROGRAMMED INTEGRATED KEY TRANSMITTER FOB	\$350.00
PINTLE BC	PINTLE BALL COMBO 2 5/16" WITH ADJUSTABLE SHANK	\$316.00
PINTLE FX	PINTLE BALL COMBO 2 5/16" FIXED SHANK	\$286.00
2 TONE	TWO TONE PAINT SCHEME, DOORS AND ROOF	\$1,898.00
CABSHIELD	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW.	\$699.00
CABSHIELD A	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES SINGLE CENTER BEACON PLATE	\$730.00
CABSHIELD B	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES DUAL MOUNTING FEET FOR LIGHTBAR MOUNTING.	\$730.00
BACKRACK	LIGHT DUTY LOUVERED HEADACHE RACK	\$476.00
SLR	SINGLE SIDE LADDER RACK FOR PICK UP VERSION	\$995.00
SLR SB	SINGLE SIDE LADDER RACK FOR SERVICE BODY APPLICATION	\$796.00
PIPE RACK	METAL UTILITY RACK WITH MESH BASKET OVER CAB	\$2,015.00
MATRACK	MATERIAL RACK OVER CAB. DOES NOT HAVE MESH BASKET	\$1,886.00
31A	SHIP THROUGH ALTEC 8BLAP1	\$625.00
31P	SHIP THROUGH AUTOPORT	\$625.00
31B	SHIP THROUGH READING	\$625.00
31V	SHIP THROUGH KNAPEIDE	\$625.00
31T	SHIP THROUGH TAMPA CRANE	\$625.00
31C	SHIP THROUGH CUSTOM FIBERGLASS 63Y800	\$625.00
31Q	SHIP THROUGH CUES	\$625.00
uCoat	Undercoating	\$660.00
CRANE 3K	CRANE: 3,000 LB. Auto Crane, Model EHC3 PRX with Hardwire Control. REQ Crane Body or Reinforced Body and Outriggers	\$14,600.00
CRANE 3K	CRANE: 3,000 LB. Liftmoore Crans, Model 3612REE with Hardwire Control. REQ Crane Body or Reinforced Body and Outriggers	\$15,300.00
CRANE 3K	CRANE: 3,000 LB. STELLAR Model EC3200- with FM Control. REQ Crane Body or Reinforced Body and Outriggers	\$14,500.00
CRANE 3K	CRANE: 3,000 LB. Ventura Crane, Model ET1210X with Hardwired Control. REQ Crane Body or Reinforced Body and Outriggers	\$15,250.00
CRANE 4K	CRANE: 4,000 LB Auto Crane Model EHC4, Includes 16' Reach with Hardwire Control. REQ Crane Body or Reinforced Body and Outriggers	\$19,900.00
CRANE 4K	CRANE: 4,000 LB Auto Crane Model EHC4, Includes 20' Reach with Hardwire Control. REQ Crane Body or Reinforced Body and Outriggers	\$20,100.00



Order Code	Description	Price
CRANE 4K	CRANE: 4,000 LB. Stellar Crane, Model EC4000, Includes 18' Reach with FM Control. REQ Crane Body or Reinforced Body and Outriggers	\$17,800.00
CRANE 4K	CRANE: 4,000 LB. Stellar Crane, Model EC4000, Includes 20' Reach with FM Control. REQ Crane Body or Reinforced Body and Outriggers	\$19,850.00
CRANE 4K	CRANE: 4,000 LB. Liftmoore Crane Model 4000X, Includes 18' Reach with Hardwired Control. REQ Crane Body or Reinforced Body and Outriggers	\$18,500.00
CRANE 4K	CRANE: 4,000 LB. Reading/ Palfinger Electric Crane Model RSC4016, Includes 18' Reach and Wireless Remote. REQ Crane Body or Reinforced Body and Outriggers	\$22,830.00
CRANE 4K	CRANE: 4,000 LB. Liftmoore Crane Model 4000X, Includes 20' Reach with Hardwired Control. REQ Crane Body or Reinforced Body and Outriggers	\$19,800.00
CRANE 4K	CRANE: 4,000 LB. Ventura Model ET18IX with Hardwired Control. REQ Crane Body or Reinforced Body and Outriggers	\$17,900.00
PTOAT	BODY OPTION: PTO POWER TAKE OFF (PTO) REQ. Provision. Required for All Hydraulic Cranes/and or hydraulic equipment	\$2,800.00
HOR	BODY OPTION: Hydraulic Outriggers	\$3,200.00
CRANE OPTION	Wireless Pendant	\$3,200.00
CRANE OPTION	Light on end of Boom	\$780.00
CRANE OPTION	FM Control Auto Crane, Nexstar, Liftmoore, Ventura	\$2,800.00
BODY OPTION	BODY OPTION: Raised Bottle Gas Compartments	\$1,995.00
9FB HD	FLATBED HD: 9' Steel Flatbed with Manual Outriggers, Crane Reinforcements and Spring Build Up. Requires 31" (For 5K Crane Capacity)	\$14,100.00
12FB HD	FLATBED HD: 12' Steel Flatbed with Manual Outriggers, Crane Reinforcements and Spring Build Up. Requires 31" (For 5K Crane Capacity)	\$14,700.00
12DF	DRY FREIGHT: 12' Dry Freight Wide Body with Plywood Liner, Hardwood Floor, Dome Lighting, Roll Up Rear Door, ICC Underside * Requires 84" CA and 31" Ship Through	\$12,225.00
DRY FREIGHT OPTIONS	Dry Freight Optional Equipment: Step Bumper \$800, Pull Out Ramp \$2500, E- Track \$25 x Length of Body, Includes 1 Row each side, Forklift Reinforcement \$700, 12" Scuff Liner \$32 X Length of Body	\$2,500.00
CRANE BODY OPT	CRANE BODY OPTION: MASTERLOCKS FOR TITAN AUTO CRANE	\$1,200.00
12LSB	LANDSCAPE BODY: 12' Landscape body. Includes 36" Beavertail, Dual 5' Ramp, 14" Expanded Sides and Bulkhead Storage. Requires 84" CA. 31"	\$10,100.00
LANDSCAPE OPT.	DUAL WEDEATER RACK	\$835.00
LANDSCAPE OPT.	WATER COOLER & RACK	\$475.00
LANDSCAPE OPT.	BLOWER RACK	\$800.00
BODY OPTION	30" UNDERBODY BOX	\$630.00
BODY OPTION	36" UNDERBODY BOX	\$650.00
BODY OPTION	48" UNDERBODY BOX	\$675.00
BODY OPTION	60" UNDERBODY BOX	\$720.00
TGA	1300# TOMMY GATE G2 60 1942 TP27 STEEL PLATFORM	\$3,355.00
TGB	1300# TOMMY GATE G2 60 X 38 2 PIECE STEEL	\$3,480.00
TGC	1300# TOMMY GATE G2 60 X 27 ALUMINUM	\$4,030.00
TGD	1300# TOMMY GATE G2 60 X 38 ALUMINUM 2 PIECE	\$4,155.00
TGE	1300# TOMMY GATE G2 60 X 48 2 PIECE ALUMINUM	\$4,430.00
TGF	1500# TOMMY GATE G2 60 1642 TP27 STEEL PLATFORM	\$3,455.00
TGH	1500# TOMMY GATE G2 60 X 38 2 PIECE STEEL	\$4,155.00
THI	1500# TOMMY GATE G2 60 X 27 ALUMINUM	\$4,205.00
THJ	1500# TOMMY GATE G2 60 X 38 ALUMINUM 2 PIECE	\$4,405.00
TGK	1500# TOMMY GATE G2 60 X 48 ALUMINUM 2 PIECE	\$4,605.00
TH1	THIEMAN 1600# TT16ET 56 X 28 STEEL 1 PIECE	\$3,825.00
TH2	THIEMAN 1600# TT16ET 56 X 42 STEEL 2 PIECE	\$3,955.00
TH3	THIEMAN 1600# TT16ET 56 X 28 ALUMINUM 1 PIECE	\$3,955.00
TH4	THIEMAN 1600# TT16ET 56 X 32 ALUMINUM 2 PIECE	\$4,275.00

Order Code	Description	Price
TH5	THIEMAN 1500# TT15ET 56 X 44 ALUMINUM 2 PIECE	\$4,555.00
RAIL GATE	1800# RAILGATE TOMMY GATE 89-18 TP37	\$4,800.00
RAIL GATE	2000# RAILGATE TOMMY GATE 89-20 TP42	\$5,200.00
RAIL GATE	2500# RAILGATE TOMMY GATE 89-25 TP42	\$6,800.00
RAIL GATE	2500# RAILGATE TOMMY GATE BIFOLD 89-25BF TP60	\$8,750.00
RAIL GATE	3000# RAILGATE TOMMY GATE BIFOLD 89-30BF TP60	\$9,000.00
RAIL GATE	4500# RAILGATE WALTGO WDC 60 X 80	\$15,300.00
TUCKAWAY	1500# TUCKAWAY MAXON T15	\$4,500.00
TUCKAWAY	2000# TUCKAWAY WALTGO C-20	\$4,575.00
TUCKAWAY	2500# TUCKAWAY WALTGO C-25	\$5,225.00
TUCKAWAY	2500# TUCKAWAY TOMMY GATE TKT8025	\$6,900.00
TUCKAWAY	3000# TUCKAWAY TOMMY GATE TKT8030	\$7,250.00
Gas Base 575	Base Care Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2018	\$2,900.00
Gas Extra 575	ExtraCare Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2019	\$3,145.00
Gas Premium 575	PremiumCare Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2020	\$3,615.00
Gas Base 5.100	Base Care Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2021	\$3,425.00
Gas Extra 5.100	ExtraCare Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2022	\$2,855.00
Gas Premium 5.100	PremiumCare Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2023	\$4,435.00
DIESEL Base 575	Base Care Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2018	\$3,125.00
DIESEL Extra 575	ExtraCare Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2019	\$3,410.00
DIESEL Premium 575	PremiumCare Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 3000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2020	\$3,940.00
DIESEL Base 5.100	Base Care Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2021	\$4,160.00
DIESEL Extra 5.100	ExtraCare Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2022	\$4,725.00
DIESEL Premium 5.100	PremiumCare Ford Protect Extended service plan for incomplete chassis. Five Year, 75000 Miles, 4000 Hour Zero deductible. Pricing per Ford Protect Florida Retail 8/2023	\$5,520.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emissions codes for specific region.	\$448.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$48.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$80.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriff's Tag. Includes (TMP)	\$125.00

Options: Palmetto Ford Truck Sales, Inc.

Order Code	Description	Price
166	Carpet Delete (XLT) - Credit	\$10.00
436	Window, Power Sliding Rear	\$400.00
512	Spare Tire, Jack and Wheel	\$345.00
526	Cruise Control	\$230.00
531	Trailer Towing Package (XL)	\$43.00

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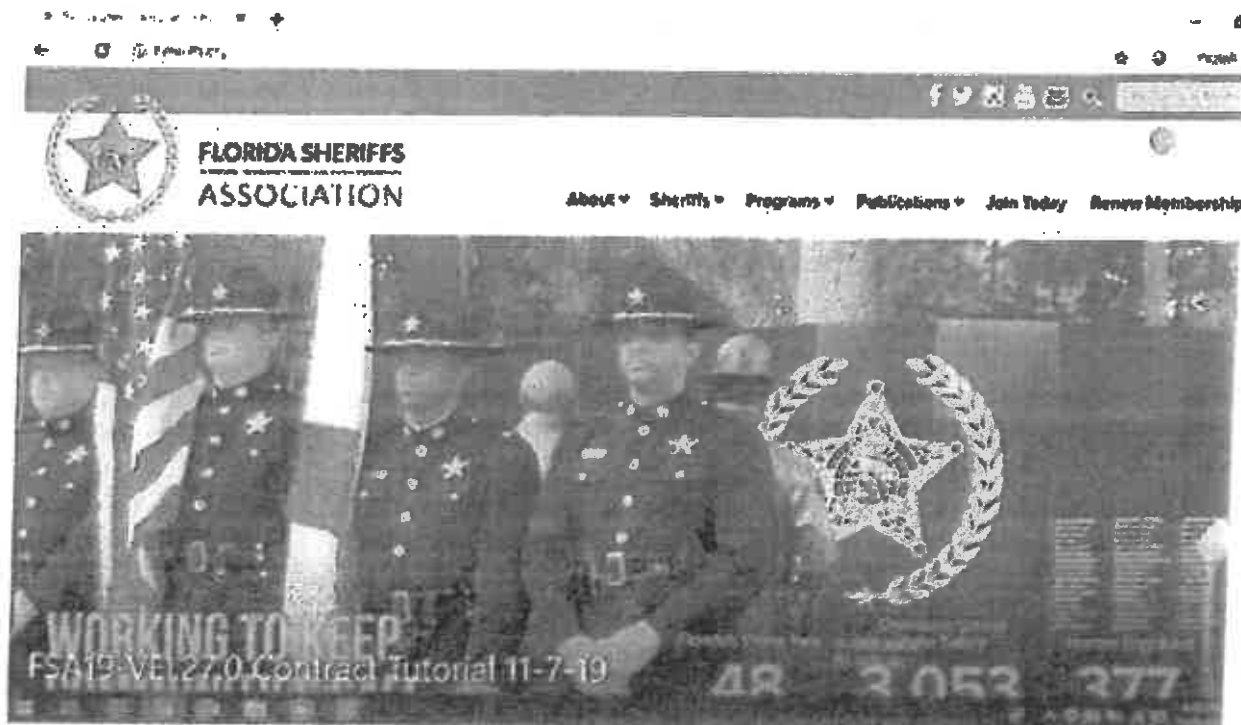
### FSA 19-VEL27.0 PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES

Contract Term: October 1, 2019 – September 30, 2020

The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment, and services that are available to all eligible\* entities since 1993. While most entities purchasing from our contracts are within the state of Florida, eligible\* entities from other states have used the contracts if their governing purchases ordinance allows.

For details of the products available, review the category you are seeking to purchase. Simply select the drop-down arrow and locate the vehicle of choice. The vehicle links will take you to pages that are solely dedicated to the bid award for that commodity. Follow the purchasing instructions and remember to send CPP a copy of your purchase order. Continue to scroll the bottom of the page and find a link to all the bid supporting bid documents.

## Purchaser Ordering Process Tutorial



2014 - 2016 - 2020

# ALAN JAY

## ---FLEET SALES---

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-8610	WWW.ALANJAY.COM	22779-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
10/27/2019

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
10/27/2019

REQUESTING AGENCY **BOYNTON BEACH, CITY OF**  
 CONTACT PERSON **WILLIAM DARTY**  
 PHONE **861-742-8215**

EMAIL **Dartyw@bbfl.us**  
 MOBILE  
 FAX

<b>FLORIDA SHERIFF'S ASSOCIATION BID #'s FSA19-VEL27.0</b>		<b>www.flsheriffs.org</b>	
MODEL	CC10753	SPECIFICATION #	102
CHEVY SILVERADO 1500 DOUBLE CAB 1WT - 2WD		PAGE #	NA
CUSTOMER ID		BASE DISTRICT PRICE	\$21,094.55
RED LENGTH	8.5		

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
RPO-FSA	All regular and factory production options to be offered at \$1 discount from MSRP in accordance with Terms and Conditions 2.13 OPTION PRICING. A copy of the window sticker and standard equipment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	\$0.00
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	\$0.00
LV3 MYC	4.3L ECOTEC V6 WITH 6-SPD AUTO TRANS	\$0.00
ZB2	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance	\$394.00
DTR	DAYTIME RUNNING LAMPS	\$0.00
CAMERA	BACK UP CAMERA STANDARD	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NEW-TAG	New state tag includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$315.00
3KR	Additional key and remote, cut and programmed.		\$330.00
DB2	Draw bar with 2" Ball, pin, and clip.		\$60.00
WD2AA	Whelen 54" Liberty II solo light bar, Amber, with strap kit.		\$2,555.00
PC6W	Whelen 6-switch controller.		\$105.00
806-1210-PU	XANTREX 1000W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.		\$705.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$600.00
ATB-18-LP	HD Aluminum tool box with low-profile single lid and 18" depth.		\$560.00
HAVIS-CM-SILV-STD	Havis passenger seat mount computer mount stand, standard. (cradle sold separately)		\$560.00
UT-1001	Havis universal laptop tray.		\$300.00

		CONTRACT OPTIONS	\$6,090.00
TRADE IN		TOTAL COST	\$27,578.55
YES WE TAKE TRADE INS — ASK ABOUT MUNICIPAL FINANCING —			\$0.00
TOTAL COST LESS TRADE IN(S)		QTY 1	\$27,578.55

Estimated Annual payments for 60 months paid in advance: \$6,176.46

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER **christy.self@AlanJay.com****"I Want to be Your Fleet Provider"**

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
 I am always happy to be of assistance.

**Bid Award**

Term: October 1, 2019 - September 30, 2020

Contract: FBA19-VEL27.0, Pursuit, Administrative and Other Vehicles

Group: Pickup Trucks - 4X2

Item: 102, Chevrolet, Silverado 1500 Double Cab 1WT, CC10753

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary	Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac	\$20,894.55
	Alternate	Starke Motorcars, LLC dba Duval Chevrolet	\$20,990.00
Northern	Primary	Starke Motorcars, LLC dba Duval Chevrolet	\$20,990.00
	Alternate	Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac	\$21,094.55
Central	Primary	Starke Motorcars, LLC dba Duval Chevrolet	\$20,990.00
	Alternate	Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac	\$21,094.55
Southern	Primary	Starke Motorcars, LLC dba Duval Chevrolet	\$20,990.00
	Alternate	Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac	\$21,094.55

Options appear in alphabetical order by awarded vendor.

Options: Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac

Order Code	Description	Price
K EC676 RNG	Knapheide 6.5' utility body for extended cab Ranger with 31" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$10,670.00
K882J	Knapheide 6.5' utility body for Silverado with 41" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$8,880.00
K882FJ	Knapheide 6.5' flip top utility body for Silverado 41" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$8,025.00
EC698	Knapheide 8' utility body for Silverado 1500 with 58" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$8,395.00
K TH8	T-Handle Latches 6-door bodies	\$280.00
K RKE	Remote keyless entry 6-door bodies	\$1,470.00
K ML86	Master locking system 6-door bodies	\$580.00
K C2-80-1342 TP27	Maxon 1300 lb capacity pick up truck liftgate 55" x 27" x 4"	\$3,440.00
K C2-80-1342 TP38	Maxon 1300 lb capacity pick up truck liftgate 55" x 38" x 4" 2- PC	\$3,690.00
K C2-80-1542 TP27	Maxon 1500 lb capacity pick up truck liftgate 55" x 27" x 4"	\$3,685.00
K C2-80-1542 TP38	Maxon 1500 lb capacity pick up truck liftgate 55" x 38" x 4" 2- PC	\$3,930.00
RPO-F8A	All regular and factory production options to be offered at \$1 discount from MSRP in accordance with Terms and Conditions 2.13 OPTION PRICING. A copy of the window sticker and standard equipment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	\$0.00
MAN-UP	All manufacturers upgrades will be offered in accordance with Terms and Conditions 2.13 OPTION PRICING, the upgrade will be calculated by the net difference between dealer cost on the representative base vehicle (bid price) and the total MSRP of the requested option modifying the vehicle. A copy of the window sticker and standard equipment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	\$0.00
EWA	Price to be quoted at Florida Mandatory Sales Price. Warranties available through: ALLY, Ford ESP, JM&A, GMPP, NISSAN, MOPAR. PRICES TO BE QUOTED FOR SPECIFIC VEHICLE AND POWER TRAIN COMBINATION.	\$0.00
TEMP-TAG	Temporary tag	\$55.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	\$250.00
NEW-TAG	New state tag Includes temp tag & two way overnight shipping for signature. (specify state, county, city, sheriff, etc.)	\$315.00
AF 78ASW	6.5' Reading Classic II utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 42" CA Single Rear Wheel GM 1500, Includes pickup box credit.	\$8,020.00
AF 78ASW 8ML	6.5' Reading Classic II utility body factory powder coated white with SST paddle latches and flip top lids (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 42" CA Single Rear Wheel GM 1500, Includes pickup box credit.	\$8,975.00
AF 82FASW	6.5' Reading Classic II utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 40" CA Single Rear Wheel Ford, Includes pickup box credit.	\$8,020.00
AF 82FASW 8ML	6.5' Reading Classic II utility body factory powder coated white with SST paddle latches and flip top lids (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 40" CA Single Rear Wheel Ford, Includes pickup box credit.	\$8,975.00
AF U98A 8W	8' Reading Classic II utility body reading classic II factory powder coated white with SST Paddle Latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 58" CA single rear wheel	\$8,430.00

Order Code	Description	Price
AF U98A SW SML	8' Reading Classic II utility body reading classic II factory powder coated white with SST Paddle Latches and flip top lids (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 56" CA single rear wheel	\$9,710.00
AF 98A DW	8' Reading Classic II utility body reading classic II factory powder coated white with SST Paddle Latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 56" CA dual rear wheel	\$8,835.00
AF 98A DW SML	8' Reading Classic II utility body reading classic II factory powder coated white with SST Paddle Latches and flip top lids (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 56" CA dual rear wheel	\$10,110.00
AF TH-78-98-SW/DW	SST T-Handle Latches	\$105.00
AF LM-98-108	Latch Matic Remote Locking System (Installed at Reading)	\$1,185.00
AF LM-98-108 ACTION	Latch Matic Remote Locking System (Installed in stock body)	\$1,825.00
AF ML-78-98-SW/DW	Master Locking System (Installed at Reading)	\$625.00
AF ML-98-108 ACTION	Master Locking System (Installed in stock body)	\$1,295.00
AF 78SW and 82SW-M	Retractable Bed Cover	\$3,120.00
AF 98SW / DW-M	Retractable Bed Cover	\$3,120.00
AF 8T-88-SW/DW	Steel Sliding Top Factory Installed ( N/A for the 78 & 82 bodies )	\$2,490.00
AF C2-80-1342 TP27	Maxon Direct Cylinder Lift 1300 lb Capacity 55" x 27"+ 4" for Pickup Trucks (includes credit for tailgate).	\$3,375.00
AF C2-80-1342 TP38	Maxon Direct Cylinder Lift 1300 lb Capacity 55" x 38"+ 4" 2- PC for Pickup Trucks (includes credit for tailgate).	\$3,570.00
AF C2-80-1542 TP27	Maxon Direct Cylinder Lift 1500 lb Capacity 55" x 27"+ 4" for Pickup Trucks (includes credit for tailgate).	\$3,570.00
AF C2-80-1542 TP38	Maxon Direct Cylinder Lift 1500 lb Capacity 55" x 38"+ 4" 2- PC for Pickup Trucks (includes credit for tailgate).	\$3,760.00
AF CAMERA RELOCATE	TRANSFER FACTORY CAMERA FROM PICK UP GATE TO LIFTGATE	\$200.00
AF SENSOR RELOCATE	TRANSFER FACTORY REAR SENSORS TO LIFT GATE	\$200.00
AF C2-54-1342 TP27	Maxon Direct Cylinder Lift 1300 lb Capacity 48" x 27"+ 4" for Service Bodies	\$3,220.00
AF C2-54-1342 TP38	Maxon Direct Cylinder Lift 1300 lb Capacity 48" x 38"+ 4" 2- PC for Service Bodies	\$3,420.00
AF C2-54-1542 TP27	Maxon Direct Cylinder Lift 1500 lb Capacity 48" x 27"+ 4" for Service Bodies	\$3,420.00
AF C2-54-1542 TP38	Maxon Direct Cylinder Lift 1500 lb Capacity 48" x 38"+ 4" 2- PC for Service Bodies	\$3,610.00
AF TT-15E 28+5	Thieman Direct Cylinder Lift 1500 lb Capacity 53" x 28"+ 5" for Service Bodies	\$4,030.00
AF TT-15E 42+5	Thieman Direct Cylinder Lift 1500 lb Capacity 53" x 42"+ 5" 2-PC for Service Bodies	\$4,625.00
AF SPR 8/9	For P/U beds, 8 and 9' Service Bodies Rack With Tapered Front To the Windshield. Racks for Service Bodies will be as Wide as the Bed Area ( not Body ) Rear Cross Bar Removable. Racks For 8' and 11' Service Bodies will have a Removable center Cross bar Over the Bed Area. Action Ladder Racks 1-1/2" Galvanized Steel Square Tube construction Painted Black.	\$1,890.00
AF SPR EXP 8/9	For P/U beds, 8 and 9' Service Bodies Rack with Expanded metal Front To the Windshield. Racks for Service Bodies will be as Wide as the Bed Area ( not Body ) Rear Cross Bar Removable. Racks For 8' and 11' Service Bodies will have a Removable center Cross bar Over the Bed Area. Action Ladder Racks 1-1/2" Galvanized Steel Square Tube construction Painted Black.	\$2,105.00
AF SPR HAR	Add Expanded metal rear window guard to the above Steel racks Painted Black.	\$535.00
AF SPR BB 8/9	For P/U beds, 8 and 9' Service Bodies To the Front Bumper. Racks for Service Bodies will be as Wide as the Bed Area ( not Body ) Rear Cross Bar Removable. Racks For 8' and 11' Service Bodies will have a Removable center Cross bar Over the Bed Area. Expanded Metal Front. Steel racks Painted Black.	\$3,025.00
AF SPR HAR	Add Expanded metal rear window guard to the above Steel racks Painted Black.	\$535.00
AF ALPR 8/9	For P/U beds, 8 and 9' Service Bodies Rack With Tapered Front Action Ladder Racks 1-1/2" Aluminum Square Tube construction To the Windshield. Racks for Service Bodies will be as Wide as the Bed Area ( not Body ) Rear Cross Bar Removable. Racks For 8' service bodies will have a removable center cross bar over the bed area. Action Ladder Racks 1-1/2" Aluminum Square Tube construction.	\$2,815.00



Order Code	Description	Price
AF ALPR EXP 8/9	For P/U beds, 8 and 9' Service Bodies Rack with Expanded metal Front Action Ladder Racks 1-1/2" Aluminum Square Tube construction To the Windshield. Racks for Service Bodies will be as Wide as the Bed Area ( not Body ) Rear Cross Bar Removable. Racks For 8' and 11' Service Bodies will have a Removable center Cross bar Over the Bed Area. Action Ladder Racks 1-1/2" Aluminum Square Tube construction.	\$2,910.00
AF ALPR HAR	Add expanded metal rear window guard to the above aluminum racks	\$710.00
AF ALPR BB 8/9	For P/U beds, 8 and 9' Service Bodies To the Front Bumper. Racks for Service Bodies will be as Wide as the Bed Area ( not Body ) Rear Cross Bar Removable. Racks For 9' and 11' Service Bodies will have a Removable center Cross bar Over the Bed Area. Expanded Metal Front. Aluminum Square Tube Construction.	\$4,185.00
AF ALPR HAR	Add expanded metal rear window guard to the above aluminum racks	\$915.00
AF CLIV SB BK	Class IV 8000 lbs receiver draw/tie P/U and single rear wheel service body	\$500.00
AF CLV SB	Class V 2-1/2" 18,000 lbsReceiver Draw/Tie P/U and Single Rear Wheel Service Body	\$720.00
AF CLIV SB 12K	Class IV 12000 lbs Receiver Draw/Tie P/U and Single Rear Wheel Service Body.	\$580.00
AF CLV SB 18K	Class V 2-1/2" 18,000 lbs receiver draw/tie P/U and single rear wheel service body.	\$680.00
AF SLU98ASW SL 21201	8' Reading Standard Line utility body factory powder coated white with SST paddle latches (includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$7,400.00
AF SLU98ASW SL 21201 SML	8' Reading Standard Line utility body factory powder coated white with flip top lids & SST paddle latches (includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$8,725.00
AF TH-98-SL	SST T-Handle Latches	\$90.00
AF LM-98- 108	Latch Matic Remote Locking System (installed at Reading)	\$1,185.00
AF LM-98- 108 ACTION	Latch Matic Remote Locking System (installed in stock body)	\$1,525.00
AF ML-98A	Master Locking System (installed at Reading)	\$520.00
AF ML-98- 108 ACTION	Master Locking System (installed in stock body)	\$1,285.00
AF ST-98 WR 23730098	Steel Sliding Top Factory installed	\$2,395.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	\$150.00
CAMERA-GM	Dealer installed factory ordered camera (REQUIRES 6N5).	\$180.00
CAMERA-R	Dealer installed factory ordered camera (REQUIRES XAC).	\$180.00
CAMERA RR	Remove and re-install factory camera from tailgate.	\$275.00
WGG MNT	Wrap around grille guard with winch mount plate.	\$1,195.00
WMT	Winch mount tray only, no push bumpers or wraps.	\$930.00
HD-CONE	Sterling HD lateral DOT style cone rack mounted laterally to front of vehicle.	\$490.00
FDB101BLR8	Ranch Hand replacement bumper, powder coated black. Requires RAM 3500 diesel.	\$2,085.00
FBF171BLR	Ranch Hand replacement bumper, powder coated black. Requires FORD 3500 diesel without forward camera.	\$2,085.00
FBF171BLC	Ranch Hand replacement bumper, powder coated black. Requires FORD 3500 diesel WITH forward camera.	\$2,085.00
M8000	Warn M8000 self recovery 8,000lb rated winch with remote, roller fairlead, and wire rope.	\$1,150.00
VR EVO 8	Warn VR EVO self recovery 8,000lb rated winch with remote, open fairlead, and wire rope.	\$885.00
VR EVO 10	Warn VR EVO self recovery 10,000lb rated winch with remote, open fairlead, and wire rope.	\$940.00
VR EVO 12	Warn VR EVO self recovery 12,000lb rated winch with remote, open fairlead, and wire rope.	\$1,070.00
16.5ti	Warn HEAVY WEIGHT series 16.5ti self recovery 16,500lb rated winch with remote, open fairlead, and wire rope.	\$2,920.00
ZEON 8-8	Warn ZEON self recovery 8,000lb rated winch with remote, open fairlead, synthetic rope and aluminum winch drum to reduces rope wear.	\$1,850.00
ZEON 10-8	Warn ZEON self recovery 10,000lb rated winch with remote, open fairlead, synthetic rope and aluminum winch drum to reduces rope wear.	\$1,785.00
ZEON 12-8	Warn ZEON self recovery 12,000lb rated winch with remote, open fairlead, synthetic rope and aluminum winch drum to reduces rope wear.	\$1,925.00
WGG MNT-P	Wrap around grille guard with winch mount tray & no side wings.	\$940.00
AJ CLIII	Class III receiver hitch, installed at AJ Fleet.	\$440.00
AJ CLIV	Class IV receiver hitch, installed at AJ Fleet.	\$595.00

Order Code	Description	Price
AJ CLV	Class V receiver hitch, installed at AJ Fleet.	\$665.00
AJ 7 & 4 WIRE	7 wire RV style plug with 4-wire flat combination plug.	\$120.00
6 RU	6 wire round utility plug.	\$120.00
C-WIRE	Customer specific wire plug, please provide detail.	\$120.00
DB2	Draw bar with 2" Ball, pin, and clip.	\$60.00
D2B	Draw bar with 2-5/16" Ball, pin, and clip.	\$80.00
DB3	Tri-ball draw bar with 1-7/8", 2", and 2-5/16" balls.	\$125.00
PTL2	Pintle combination draw bar with 2" ball.	\$140.00
PTL2B	Pintle combination draw bar with 2-5/16" ball.	\$140.00
BUA	Federal Signal 90 dB back-up alarm.	\$140.00
BOLT2	(2) BOLT lock pad locks, keyed to vehicle Ignition key.	\$135.00
BOLT-HITCH	Bolt lock receiver lock (max 2" receiver tube) will key to vehicle Ignition.	\$65.00
N2	Nitrogen filled tires	\$160.00
N2 HD	Nitrogen filled tires (3/4 ton vehicles and up).	\$165.00
N2 DRW	Nitrogen filled tires on DRW vehicles.	\$165.00
R-N-L SHORT	Roll N Lock cover, short box (Toyota / Nissan / Ford only).	\$1,820.00
R-N-L LONG	Roll N Lock cover, long box (all GM & RAM both short & long).	\$1,880.00
CARGO-GLIDE 1200	Cargo Glide 1200lb bed slide with 4" sides and rubber coated floor.	\$1,830.00
CARGO-GLIDE 1600	Cargo Glide 1600lb bed slide with 4" sides and rubber coated floor.	\$1,970.00
CARGO-GLIDE 2000	Cargo Glide 2000XL bed slide with 4" sides, rubber coated floor, and full extension.	\$2,185.00
STEP3-REG	3" black tubular cab step for regular cab pickup.	\$370.00
STEP3-EXT	3" black tubular cab step for extended cab pickup.	\$370.00
STEP3-CREW	3" black tubular cab step for crew cab pickup.	\$390.00
OHMR	Kargo Master Pro II HD overhead truck rack, powder coated modular.	\$1,295.00
PBL	Plastic bed liner.	\$285.00
AJ COMP 6-LED	LED compartment lights installed in all compartments of 6' or 8' service body.	\$630.00
AJ COMP 6-LED-AB	LED compartment lights installed in all compartments of 6' or 8' service body with one side long horizontal compartment.	\$645.00
AJ COMP 8-LED	LED compartment lights installed in all compartments of 11' service body	\$780.00
AJ COMP-8LED-AB	LED compartment lights installed in all compartments of 11' service body with one side long horizontal compartment.	\$800.00
AJ 4-WIRE	4 wire trailer plug	\$55.00
HITCH MOD	Modification to factory trailer hitch to accommodate equipment install.	\$425.00
WSTP	Windshield strip	\$25.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.	\$245.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	\$280.00
LIMO	Upgrade tint to LIMO on all tinted surfaces	\$95.00
WTF REG	Weather Tech floor liner system for regular cab pick-up trucks.	\$195.00
WTF EXT	Weather Tech floor liner system for extended cab pick-up trucks.	\$260.00
WTF CRW	Weather Tech floor liner system for crew cab pick-up trucks.	\$280.00
DLTH 1	Dealer installed leather seating surfaces (1st row only).	\$1,380.00
DLTH 2	Dealer installed leather seating surfaces (1st & 2nd rows).	\$1,645.00
RS 2	Stick on rain shields (2-doors).	\$100.00

Order Code	Description	Price
R8 4	Stick on rain shields (4-doors).	\$160.00
RSF 2	Flange style rain shields (2-doors), may have compatibility issues with 1-touch power windows.	\$100.00
RSF 4	Flange style rain shields (4-doors), may have compatibility issues with 1-touch power windows.	\$160.00
3BLS	3rd brake light safety sules (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	\$210.00
SAFE-T	Amerex 5lb Fire extinguisher, First Aide Only first aid kit, and King James & Co road triangles	\$390.00
3K DUMB	Plain cut 3rd key, no programming required.	\$45.00
3K CHIP	Additional key cut and programmed (no remote).	\$90.00
3KR	Additional key and remote, cut and programmed.	\$330.00
3K SMART	3rd key and remote for vehicles with proximity access.	\$450.00
806-1206-PU	XANTREX 600W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$545.00
806-1210-PU	XANTREX 1000W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$705.00
806-1220-PU	XANTREX 2000W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$1,180.00
813-3000UL-PU	XANTREX 3000W modified sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation with 4/0 power and ground, ignition controlled solenoid, 300A breaker, heat shrink connectors, and wire loom. (Dealer strongly recommends upgrading alternator and addition of auxiliary battery)	\$1,790.00
HAR	Sterling vehicle specific headache rack with mesh screen, powder coated black.	\$605.00
HAR-RBL	Sterling vehicle specific headache rack with centered single beacon mount, powder coated black.	\$640.00
HAR-2RBL	Sterling vehicle specific headache rack with dual beacon mounts, powder coated black.	\$675.00
WANCO-MNT	Sterling vehicle specific 30x60 message board mount with integrated lightbar platform, powder coated black.	\$805.00
BROOKLYN	Sterling service body side panel master locker bar set, powder coated white.	\$885.00
BR 16004	Back Rack cab guard for pickup trucks without a cross body tool box.	\$580.00
BR 16004 LB	Back Rack cab guard for pickup trucks without a cross body tool box, includes light bar mounting feet.	\$645.00
BR 16004TB	Back Rack cab guard for pickup trucks with cross body tool box.	\$580.00
BR 16004TB LB	Back Rack cab guard for pickup trucks with cross body tool box, includes light bar mounting feet.	\$645.00
BR 81001-81003	Back Rack beacon mounts for driver and passenger side (beacons not included).	\$100.00
BR 81001	Back Rack 10.5" octagon pedestal installed on driver side of cab shield (Works with Go-Light & provides enough clearance for light bar).	\$55.00
WG1450	WeatherGuard single side mounted ladder rack for pickups.	\$1,010.00
WG1425-3	WeatherGuard single side mounted ladder rack for utility bodies.	\$1,080.00
ATB-14	HD Aluminum tool box with standard height single lid and 14" depth.	\$500.00
ATB-16	HD Aluminum tool box with standard height single lid and 16" depth.	\$560.00
ATB-18-LP	HD Aluminum tool box with low-profile single lid and 18" depth.	\$560.00
SMB-48	(2) side mounted 48" tool boxes with standard height lids.	\$850.00
SMB-66	(2) side mounted 66" tool boxes with standard height lids.	\$890.00
SMB-72	(2) side mounted 72" tool boxes with standard height lids.	\$940.00
3BOX SWB	Includes standard height 16" depth saddle box with single lid and (2) 48" bed rail mounted standard height side tool boxes.	\$1,430.00
3BOX LWB	Includes standard height 16" depth saddle box with single lid and (2) 72" bed rail mounted standard height side tool boxes.	\$1,520.00
FNT85	85 Gallon Fuel n Tool Combo with L-shaped fuel tank, tool box, 13GPM fuel transfer pump, hose, nozzle, filter, and GPI inline digital flow meter for use in short bed PU or Utility body.	\$2,200.00
FNT101	101 Gallon Fuel n Tool Combo with L-shaped fuel tank, tool box, 13GPM fuel transfer pump, hose, nozzle, filter, and GPI inline digital flow meter for use with long bed PU.	\$2,115.00
110 FTT	100 Gallon fuel transfer tank. Includes GPI 12V fuel pump, 3/4 x 4" filter kit (10 micron), GPI digital fuel meter, 3/4" spring loaded retractable fuel hose reel with 50' hose and nozzle, tank installed to bulkhead of utility body with hose reel installed to outside front compartment top. Compartment top to be reinforced with reel mounted on angle facing rearward for side access.	\$3,860.00
48TB	48" Chest Tool Box mounted against bulkhead in utility body.	\$525.00
PTC CLV-HD-SB	Class V trailer hitch for service bodies 20K rating with 2 1/2" receiver.	\$545.00

Order Code	Description	Price
PTC 4WIRE	4 prong trailer wiring	\$110.00
PTC 6WIRE	6 prong utility trailer wiring	\$120.00
PTC 7/4WIRE	7 way flat camper trailer wiring	\$120.00
PTC WS298 M SW	Warner 8' SRW Powder Coated Utility Body for 56" CA Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$7,406.00
PTC WS2A98 M SW	Warner ALUMINUM 8' SRW Powder Coated Utility Body for 56" CA Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$12,375.00
PTC WS298 M SWFT	Warner 8' SRW Powder Coated Utility Body for 56" CA with Flip-top option. Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$9,295.00
PTC WT2T98 M SW 54	Warner 8' SRW Powder Coated Utility Body for 56" CA with Canopy Roof (54" inside height, straight side). Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$13,855.00
PTC- THANDLE	T-Handle Latches	\$875.00
PTC- BROOKLYN- 8	Brooklyn Bars for 8' Body	\$1,035.00
PTC-MLS	Master Locking System	\$575.00
PTC WS298 M DW	Warner 8' DRW Powder Coated Utility Body for 56" CA Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$7,925.00
PTC WS2A98 M DW	Warner ALUMINUM 8' DRW Powder Coated Utility Body for 56" CA Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$13,005.00
PTC WS298 M DWFT	Warner 8' DRW Powder Coated Utility Body for 56" CA with Flip-top option. Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$9,920.00
PTC WS2T98 M DW 54	Warner 8' DRW Powder Coated Utility Body for 56" CA with Canopy Roof (54" inside height, straight side). Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$14,165.00
PTC- THANDLE	T-Handle Latches	\$875.00
PTC- BROOKLYN- 8	Brooklyn Bars for 8' Body	\$1,035.00
PTC-MLS	Master Lock System	\$575.00
TK FTC LEGACY-SB	Ranch Legacy model fiberglass tonneau cover, short bed, painted to match cab of vehicle.	\$1,835.00
TK FTC LEGACY-LB	Ranch Legacy model fiberglass tonneau cover, long bed, painted to match cab of vehicle.	\$1,910.00
TK FTC LEER700-SB	LEER 700 model fiberglass tonneau cover, short bed, painted to match cab of vehicle.	\$2,400.00
TK FTC LEER700-LB	LEER 700 model fiberglass tonneau cover, long bed, painted to match cab of vehicle.	\$2,475.00
TK FTC LEER700RKE	Remote keyless entry for LEER 700 model only.	\$495.00
TK FTC LEER650-SB	LEER 650 model low-profile fiberglass tonneau cover, short bed, painted to match cab of vehicle.	\$2,210.00
TK FTC LEER650-LB	LEER 650 model low-profile fiberglass tonneau cover, long bed, painted to match cab of vehicle.	\$2,285.00
TK ECHO-SB	Ranch Echo Fiberglass Cab High topper with fixed glass sides for short bed pickups.	\$2,175.00
TK ECHO-LB	Ranch Echo Fiberglass Cab High topper with fixed glass sides for long bed pickups.	\$2,250.00
TK ECHO- WD-SB	Ranch Echo Fiberglass Cab High topper with side access windows for short bed pickups.	\$2,750.00
TK ECHO- WD-LB	Ranch Echo Fiberglass Cab High topper with side access windows for long bed pickups.	\$2,825.00
TK ECHO- SD-SB	Ranch Echo Fiberglass Cab High topper with side access doors (no-side glass) for short bed pickups.	\$2,980.00
TK ECHO- SD-LB	Ranch Echo Fiberglass Cab High topper with side access doors (no-side glass) for long bed pickups.	\$3,035.00
TK SIERRA- SB	Ranch Sierra topper with solid sides for short bed pickups.	\$2,750.00
TK SIERRA- SB	Ranch Sierra topper with solid sides for long bed pickups.	\$2,825.00

Order Code	Description	Price
TK LEER-100R-SB	Leer 100R topper with framed windoors and framed rear door for short bed pickups.	\$3,345.00
TK LEER-100R-LB	Leer 100R topper with framed windoors and framed rear door for long bed pickups.	\$3,420.00
TK LEER-100XR-SB	Leer 100XR topper with side windoors and frameless rear door for short bed pickups.	\$3,620.00
TK LEER-100XR-LB	Leer 100XR topper with side windoors and frameless rear door for long bed pickups.	\$3,695.00
TK ARE-V-SB	ARE V-series topper with side windoors for short bed pickups.	\$3,525.00
TK ARE-V-LB	ARE V-series topper with side windoors for long bed pickups.	\$3,600.00
TK FCH-LR	CapRec complete roof rack system with two cross bars & 4 adjustable load stops.	\$1,160.00
TK LEER 100RCC-SB	Leer commercial fiberglass topper includes front picture window, black headliner, full length side doors with driver and passenger side tool boxes including 1 vertical and 1 horizontal divider, rear lift up door with picture window, 20" interior light bar mounted to ceiling inside rear lift door, and LED brake light.	\$5,325.00
TK LEER 100RCC-LB	Leer commercial fiberglass topper includes front picture window, black headliner, full length side doors with driver and passenger side tool boxes including 1 vertical and 1 horizontal divider, rear lift up door with picture window, 20" interior light bar mounted to ceiling inside rear lift door, and LED brake light.	\$5,400.00
TK AR1906	Prime Design AluRack overhead material rack to be installed on LEER commercial topper for short bed (88" long rack).	\$1,425.00
TK AR1907	Prime Design AluRack overhead material rack to be installed on LEER commercial topper for long bed (116" long rack).	\$1,725.00
TK LEER DCC-SB	Leer Deluxe Aluminum Commercial Topper (White), 23" High, with codable locks, front picture window, full length side doors with driver and passenger side tool boxes including 1 vertical and 1 horizontal divider, rear lift up door with picture window, ladder rack, 20" 12v LED interior light bar, LED brake light	\$3,815.00
TK LEER DCC-LB	Leer Deluxe Aluminum Commercial Topper (White), 23" High, with codable locks, front picture window, full length side doors with driver and passenger side tool boxes including 1 vertical and 1 horizontal divider, rear lift up door with picture window, ladder rack, 20" 12v LED interior light bar, LED brake light	\$3,890.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$600.00
HD SOB LG	HD Scorpion spray on bed liner (long bed) under rail.	\$655.00
USOB	HD Scorpion spray on bed liner applied inside cargo area of 8' & 9' utility body.	\$760.00
USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	\$1,080.00
COMP SOB	HD Scorpion spray on bed liner applied to inside of horizontal compartments and inside surface of lid on utility body, both sides.	\$425.00
SOB BUMPER	HD Scorpion spray on bed liner applied to bumper only.	\$180.00
UBC	TheSeal AutoBody Rubberized protective under body coating (rust inhibitor).	\$600.00

Options: Starke Motors, LLC dba Duval Chevrolet

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit <a href="http://www.chevrolet.com/build-your-own-chevrolet">www.chevrolet.com/build-your-own-chevrolet</a> to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at <a href="http://gmfleet.com">gmfleet.com</a> , or available from Duval Chevrolet.	\$1.00
L3B	Engine, 2.7L Turbo (310 hp [231 kW] @ 5800 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm) (Included and only available with (PEF) Work Truck 2.7L Fleet Package.)	\$0.00
L82	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, (365 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm)	\$1,394.00
LV3	Engine, 4.3L EcoTec3 V6 with Active Fuel Management, (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3800 rpm) (STD)	\$0.00
MQE	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L3B) 2.7L Turbo engine.)	\$0.00
MYC	Transmission, 8-speed automatic, electronically controlled (STD)	\$0.00
C6U	GVWR, 6800 lbs. (3084 kg) (STD) (Requires 2WD model with (LV3) 4.3L EcoTec3 V6 engine or (L3B) 2.7L Turbo engine or Double Cab or Regular Cab 2WD model and (L82) 5.3L EcoTec3 V8 engine.)	\$0.00
GU8	Rear axle, 3.42 ratio	\$0.00
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum	\$348.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	\$0.00
QBN	Tires, 255/70R17 all-season, blackwall (STD)	\$0.00
QDV	Tires, 265/70R17 all-terrain, blackwall	\$198.00
RC5	Tires, LT265/70R17C all-terrain, blackwall	\$394.00

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## PURCHASING

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### **FSA 18-VEH 16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT PARTIAL EXTENSION**

**Partial Contract Extension: Effective October 1, 2019 – September 30, 2020**

The Florida Sheriffs Association (FSA) has renewed, through mutual agreement with awarded vendors, select specifications within Contract FSA18-VEH16.0, Cab & Chassis Trucks and Heavy Equipment. This contract renewal is in accordance with Section 3.04 Option to Renew with Price Adjustment of the Contract Terms and Conditions. Awarded vendors on this list have executed agreements signed as Addendum #3, dated July 1, 2019.

The price increases associated with this contract renewal are based on the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics. This extension authorizes a price adjustment for each product listed and applies to the published options. Option pricing must remain below MSRP. Price increases may not exceed the published percent. FSA has published a schedule listing the authorized PPI percent to each item (Contract Renewal PPI Schedule).

To utilize this contract renewal, simply refer to original contract for the product under Contract FSA18-VEH16.0, Cab & Chassis Trucks and Heavy Equipment. Contact the awarded vendor using the Vendor Directory. To calculate the contract renewal price, use the original contract price and the percent increase on the Contract Renewal PPI Schedule.

Quotes from the awarded vendor must not exceed the original price plus the authorized PPI percent listed on the Contract Renewal PPI Schedule document for each Group, Make, and Model.

Options awarded with the item and Non-Scheduled Options shall be below Manufacturer Suggested Retail Price (MSRP). Therefore, while options awarded with the item may be increased according to the PPI, the final price may not exceed MSRP. See sections 2.13 and 3.17 of the Contract Terms and Conditions.

The Terms and Conditions remain in effect for the extended period for these products.

Items not included in this list have been re-bid under Contract FSA19-VEH17.0 Heavy Trucks and Equipment, to be awarded October 1, 2019.





Kelly Tractor Co.  
Serving the Industry Since 1933

kbscott@kellytractor.com  
www.kellytractor.com

December 17, 2019  
City of Boynton Beach  
Attn: Bill Darty



**Genie**  
A TEREX COMPANY

**REF: Genie Z-30/20N RJ Articulating Z™-Boom**  
**Quote per Florida Sheriff's Association Contract #FSA18-VEH16.0, Specification #72**  
**Contract Extension: October 1, 2019 – September 30, 2020.**

### Z-30/20N RJ with rotating jib

#### STANDARD FEATURES

- 35 ft 2 in working height
- 29 ft 2 in platform height
- 20 ft 6 in horizontal reach
- 12 ft 8 in up and over clearance
- Up to 500 lb platform lift capacity
- 3 ft 11 in machine width
- Platform Steel 3 ft 10 in width with sliding mid-rail
- 4 ft jib boom with 139° vertical rotation and 180° horizontal rotation
- Self-levelling platform
- Hydraulic platform rotation
- Proportional joystick controls
- Thumb rocker steer
- Drive enable
- AC power cord to platform
- Horn
- Hour meter
- Alarm package: flashing beacon, travel alarm, tilt alarm, descent alarm, and Lift Guard™ Contact Alarm
- Descent & travel alarms
- Zero tailswing and front arm swing
- 355° non-continuous turntable rotation
- Dual parallelogram for vertical wall tracking
- 2WD
- Solid rubber non-marking tires

#### POWER

- 48 V DC deep cycle battery pack
- 24 V DC auxiliary power
- Universal 30A battery smart charger

Genie Z30/20N RJ	\$ 93,115
AGM maintenance-free batteries	\$ 4,635
List Price Total	\$ 97,750
20% Contract Discount	-19,550
Contract Price	\$ 78,200
Less Additional Discount	-29,230
<b>Quote Total</b>	<b>\$ 48,970</b>

#### Pricing includes:

Delivery to City of Boynton Beach and Aerial Lift Operator Safety Training and certification for up to 15 people.

Thank you for consideration of our product. Quote is valid for sixty days.

Greg Bennett

Governmental Sales (305) 592-5360 ext. 1124 (786) 229-7037 cell (305) 477-2024 fax

[greg\\_bennett@kellytractor.com](mailto:greg_bennett@kellytractor.com)

[www.kellytractor.com/governmental](http://www.kellytractor.com/governmental)

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Miami  
8265 NW 58 St  
Miami, FL 33186  
(305) 582-5360  
FAX (305) 477-2024

Orlando  
2901 Reass Rd  
Orlando, FL 32814  
(854) 581-8181  
FAX (854) 581-8484

West Palm Beach  
5480 Okeechobee Blvd  
West Palm Beach, FL 33417  
(561) 883-1231  
FAX (561) 883-4591

Clewiston  
801 E Sugarland Hwy  
Clewiston, FL 33449  
(863) 893-8177  
FAX (863) 902-1000

Naples  
3636 Prospect Ave  
Naples, FL 34104  
(239) 403-3636  
FAX (239) 403-7510

Pt Myers  
9851 Kelly Tractor Dr  
Pt Myers, FL 33908  
(239) 693-8233  
FAX (239) 693-8876

Orlando (Crown Only)  
17300 E Colonial Dr  
Orlando, FL 32820  
(407) 568-8065  
FAX (407) 568-7701



## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<b><u>SCISSOR LIFT - SELF PROPELLED (Specification #72)</u></b>			
Ring Power Corporation	2019 Genie GS-1930	Western	\$12,801.00
	2019 Genie GS-1930	Western	-- NB --
Ring Power Corporation	2019 Genie GS-1930	Northern	\$12,801.00
	2019 Genie GS-1930	Northern	-- NB --
Ring Power Corporation	2019 Genie GS-1930	Central	\$12,801.00
	2019 Genie GS-1930	Central	-- NB --
Kelly Tractor Co	2019 Genie GS-1930	★ Southern	\$10,800.00
	2019 Genie GS-1930	Southern	-- NB --
Federal Contracts Corp	2019 Haulotte Optimum 1930 E	Western	\$13,192.00
	2019 Haulotte Optimum 1930 E	Western	-- NB --
Federal Contracts Corp	2019 Haulotte Optimum 1930 E	Northern	\$13,192.00
	2019 Haulotte Optimum 1930 E	Northern	-- NB --
Federal Contracts Corp	2019 Haulotte Optimum 1930 E	Central	\$13,192.00
	2019 Haulotte Optimum 1930 E	Central	-- NB --
Federal Contracts Corp	2019 Haulotte Optimum 1930 E	Southern	\$13,192.00
	2019 Haulotte Optimum 1930 E	Southern	-- NB --
Kelly Tractor Co	2019 JLG 1930 ES	★ Western	\$12,000.00
ALT - Southern States ToyotaLift	2019 JLG 1930 ES	Western	\$13,200.00
Kelly Tractor Co	2019 JLG 1930 ES	★ Northern	\$12,000.00
ALT - Ridge Equipment Co., Inc.	2019 JLG 1930 ES	Northern	\$12,936.00
Kelly Tractor Co	2019 JLG 1930 ES	★ Central	\$11,500.00
ALT - Ridge Equipment Co., Inc.	2019 JLG 1930 ES	Central	\$12,936.00
Kelly Tractor Co	2019 JLG 1930 ES	Southern	\$11,500.00
ALT - Ridge Equipment Co., Inc.	2019 JLG 1930 ES	Southern	\$12,936.00



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **SCISSOR LIFT - SELF PROPELLED SPECIFICATION #72**

#### **2019 Genie GS-1930**

The Genie GS-1930 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<b>ZONE:</b>	<b>Western</b>	<b>Northern</b>	<b>Central</b>	<b>★ Southern</b>
<b>BASE PRICE:</b>	<b>\$12,801.00</b>	<b>\$12,801.00</b>	<b>\$12,801.00</b>	<b>\$10,800.00</b>

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

**NOTE:** An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	GS-1930			
<b>DEALER:</b>	Ring Power Corporation	Ring Power Corporation	Ring Power Corporation	Kelly Tractor Co
<b>ZONE:</b>	Western	Northern	Central	★ Southern
<b>BASE PRICE:</b>	\$12,801.00	\$12,801.00	\$12,801.00	\$10,800.00

Order Code	Delete Options	Western & Northern & Central	Southern
GS-2032 <sup>1</sup>	Optional equipment - specify UPGRADE TO GS-2032, BASE MACHINE ONLY <sup>1</sup>	\$2,776.00 <sup>1</sup>	
GS-2632 <sup>1</sup>	Optional equipment - specify UPGRADE TO GS-2632, BASE MACHINE ONLY <sup>1</sup>	\$6,023.00 <sup>1</sup>	
GS-3232 <sup>1</sup>	Optional equipment - specify UPGRADE TO GS-3232, BASE MACHINE ONLY <sup>1</sup>	\$14,880.00 <sup>1</sup>	
GS-3246 <sup>1</sup>	Optional equipment - specify UPGRADE TO GS-3246, BASE MACHINE ONLY <sup>1</sup>	\$10,448.00 <sup>1</sup>	
GTH-5519 <sup>1</sup>	Optional equipment - specify UPGRADE TO GTH-5519, BASE MACHINE ONLY <sup>1</sup>	\$47,529.00 <sup>1</sup>	
	Optional equipment - specify		

Order Code	Add Options	Western & Northern & Central	Southern
S-45 <sup>1</sup>	Optional equipment - specify		
GS-2032 <sup>2</sup>	UPGRADE TO S-45 4WD, BASE MACHINE ONLY <sup>1</sup> MODEL UPGRADE TO GS-2032 SCISSOR LIFT @ \$14,320 <sup>2</sup>	\$65,558.00 <sup>1</sup>	\$3,521.00 <sup>2</sup>
S-65 <sup>1</sup>	Optional equipment - specify		
GS-2046 <sup>2</sup>	UPGRADE TO S-65 4WD, BASE MACHINE ONLY <sup>1</sup> MODEL UPGRADE TO GS-2046 SCISSOR LIFT @ \$16,216 <sup>2</sup>	\$88,533.00 <sup>1</sup>	\$5,416.00 <sup>2</sup>
S-85 <sup>1</sup>	Optional equipment - specify		
GS-2632 <sup>2</sup>	UPGRADE TO S-85 XC 4WD, BASE MACHINE ONLY <sup>1</sup> MODEL UPGRADE TO GS-2632 SCISSOR LIFT @ \$17,506 <sup>2</sup>	\$127,773.00 <sup>1</sup>	\$6,706.00 <sup>2</sup>
TZ-50 <sup>1</sup>	Optional equipment - specify		
GS-2646 <sup>2</sup>	UPGRADE TO TZ-50 HYBRID, BASE MACHINE ONLY <sup>1</sup> MODEL UPGRADE TO GS-2646 SCISSOR LIFT @ \$17,268 <sup>2</sup>	\$37,509.00 <sup>1</sup>	\$6,469.00 <sup>2</sup>
TZ-34 <sup>1</sup>	Optional equipment - specify		
GS-3232 <sup>2</sup>	UPGRADE TO TZ-34 DC, BASE MACHINE ONLY <sup>1</sup> MODEL UPGRADE TO GS-3232 SCISSOR LIFT @ \$26,256 <sup>2</sup>	\$17,148.00 <sup>1</sup>	\$15,456.00 <sup>2</sup>
Z-62/40 <sup>1</sup>	Optional equipment - specify		
GS-3246 <sup>2</sup>	UPGRADE TO Z-62/40 4WD WITH JIB, BASE MACHINE ONLY <sup>1</sup> MODEL UPGRADE TO GS-3246 SCISSOR LIFT @ \$21,906 <sup>2</sup>	\$92,705.00 <sup>1</sup>	\$11,106.00 <sup>2</sup>
GS-4047 <sup>2</sup>	Optional equipment - specify MODEL UPGRADE TO GS-4047 SCISSOR LIFT @ \$28,971 <sup>2</sup>		\$18,171.00 <sup>2</sup>
	Optional equipment - specify AGM MAINTENANCE-FREE BATTERIES <sup>2</sup>		\$684.00 <sup>2</sup>
	Optional equipment - specify DUAL LED FLASHING BEACONS <sup>2</sup>		\$288.00 <sup>2</sup>

<b>VEHICLE:</b>	GS-1930			
<b>DEALER:</b>	Ring Power Corporation	Ring Power Corporation	Ring Power Corporation	Kelly Tractor Co
<b>ZONE:</b>	Western	Northern	Central	★ Southern
<b>BASE PRICE:</b>	\$12,801.00	\$12,801.00	\$12,801.00	\$10,800.00

		Optional equipment - specify FOLDING RAILS WITH HALF-HEIGHT SWING GATE (GS-1530/1930/2032) <sup>2</sup>		\$396.00 <sup>2</sup>
DISCOUNT <sup>1</sup>		Optional equipment - specify	1	2
20%		34% DISCOUNT OFF OF GS-1930, GS-2032, GS-2632, GS-3232, & GS-3246; 37% DISCOUNT OFF OF S-45, S-65, S-85 & OTHER S MODELS; 33% DISCOUNT OFF OF GTH-5519 & OTHER GTH MODELS; 11% DISCOUNT OFF OF TZ-50 & TZ-34 & OTHER TZ MODELS; 36% DISCOUNT OFF OF Z-62/40 & OTHER Z MODELS. DISCOUNT APPLIES TO ALL OEM NON-SPECIFIED OPTIONS. <sup>1</sup>		
DISCOUNT <sup>2</sup>		20% DISCOUNT OFF LIST PRICE ON ALL GENIE MODELS AND FACTORY OPTIONS <sup>2</sup>		
		Maintenance Plan – specify		
		Maintenance Plan – specify		
		Warranty - specify		
		Warranty - specify		



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** **PROPOSED ORDINANCE NO. 20-002 - FIRST READING** - Approving the Boynton Beach Mall Rezoning from C-3, Community Commercial, to SMU, Suburban Mixed Use. Applicant: Bonnie Miskel, Esq., of Dunay, Miskel and Bachman, LLP.

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**EXPLANATION OF REQUEST:**

The Boynton Beach Mall (the Mall) encompasses approximately 108 acres and currently has six owners. The four parcels that constitute the largest part of the area are owned by Washington Prime Group (Boynton Beach Mall LLC). Other property owners include Macy's Florida Stores, Regional Enterprises, Dillard's, Istar Florida 2015 Cinemas and Christ Fellowship Church.

The Mall's main, single-story structure houses the anchor retail tenants of Macy's, Dillards and JCPenney as well as the Christ Fellowship Church. The other two buildings are the Cinemark Boynton Beach movie theater and Texas Roadhouse restaurant.

The Boynton Beach Mall was built as a Development of Regional Impact (DRI) pursuant to the provisions of Chapter 380.06 of the Florida Statutes. The Development Order for the DRI expired in 2012, but the Mall retained the DRI future land use category until April 16, 2019 adoption of the FLUM amendment that changed the classification from DRI to Mixed Use Low (MXL). In a follow-up to this city-initiated action, the applicant submitted a request for rezoning of the mall from the current C-3 Community Commercial district to the SMU, Suburban Mixed Use district. It should be noted that the SMU is the only district corresponding to the MXL future land use classification for properties located west of Interstate 95, and hence the only option for the MXL-designated Mall.

The Pine Preserve, a part of the Boynton Beach Mall LLC property located in the northwest area of the site, is not included in the rezoning. The preserve retained its Recreational (R) FLU category, and thus will also retain its recreational (REC) zoning. It is, however, a part of the Master Plan for the Mall, submitted concurrently with the rezoning application.

The Planning & Development Board reviewed this request at its December 9th meeting and recommended it for approval.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** No significant impact on either programs or services

**FISCAL IMPACT:**

None at this time, but the future redevelopment of the Mall will contribute to the City's tax base.

**ALTERNATIVES:** None recommended

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

The subject item is located within an area subject to a planning study identified to be completed under Strategic Plan Project 2.6.1. Subject application represents a key component within the future Congress Avenue Corridor (Mall) District.

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:** N/A

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Ordinance	Ordinance approving Boynton Mall Rezoning
<input type="checkbox"/> Staff Report	Staff report
<input type="checkbox"/> Location Map	EXHIBIT A1. BB MALL Ownership
<input type="checkbox"/> Location Map	EXHIBIT A2. BB MALL Aerial
<input type="checkbox"/> Location Map	EXHIBIT B. BB MALL Current FLU
<input type="checkbox"/> Location Map	EXHIBIT C. BB MALL Current Zoning
<input type="checkbox"/> Location Map	EXHIBIT D. BB MALL Proposed Zoning



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**ORDINANCE NO. 20-**

**AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA,  
AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF  
LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS  
BOYNTON MALL FROM COMMUNITY COMMERCIAL (C-3) TO  
SUBURBAN MIXED USE (SMU); PROVIDING FOR CONFLICTS,  
SEVERABILITY, AND AN EFFECTIVE DATE.**

10           **WHEREAS**, the City Commission of the City of Boynton Beach, Florida has adopted  
11 Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and

12           **WHEREAS**, the property owner has made application to rezone land, said land being  
13 more particularly described hereinafter, from Community Commercial (C-3) to SUBURBAN  
14 MIXED USE (SMU); and

15           **WHEREAS**, the City Commission conducted public hearings as required by law and  
16 heard testimony and received evidence which the Commission finds supports a rezoning for the  
17 property hereinafter described; and

18           **WHEREAS**, the City Commission deems it in the best interests of the inhabitants of  
19 said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.

20           **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF**  
21 **THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

22           Section 1.     The foregoing Whereas clauses are true and correct and incorporated  
23 herein by this reference.

24           Section 2.     The land herein described be and the same is hereby rezoned from  
25 Community Commercial (C-3) to SUBURBAN MIXED USE (SMU). A location map is  
26 attached hereto as Exhibit "A" and made a part of this Ordinance by reference. Legal  
27 Description:

28  
29           A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST,  
30 COUNTY OF PALM BEACH, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

31  
32           A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST,  
33 COUNTY OF PALM BEACH, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:  
34 BEGINNING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 45 SOUTH,  
35 RANGE 43 EAST; THENCE N.0°59'39"W. ALONG THE EAST LINE OF SECTION 19, A  
36 DISTANCE OF 1898.10 FEET TO A POINT; THENCE S.89°00'21"W., A DISTANCE OF 60.00  
37 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING  
38 DESCRIPTION: THENCE S.88°05'26"W., A DISTANCE OF 846.73 FEET TO A POINT;  
39 THENCE S.43°32'54"W., A DISTANCE OF 57.02 FEET TO A POINT; THENCE S.0°59'39"E.,  
40 A DISTANCE OF 258.27 FEET TO A POINT; THENCE S.16°46'44"E., A DISTANCE OF 199.60

FEET TO A POINT, THENCE S.0°59'39"E., A DISTANCE OF 102.20 FEET TO A POINT;  
THENCE S.44°46'34"E, A DISTANCE OF 14.45 FEET TO A POINT ON THE NORTHERLY  
LINE OF BOYNTON WEST ROAD (FORMERLY OLD BOYNTON ROAD); THENCE  
N.89°46'34"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 1684.28 FEET TO THE  
POINT OF INTERSECTION WITH THE EASTERLY LINE OF JAVERT STREET; THENCE  
N.0°51'51"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 1228.05 FEET TO A POINT;  
THENCE S.87°58'21"W., A DISTANCE OF 20.01 FEET TO A POINT; THENCE N.0°51'51"W.,  
A DISTANCE OF 85.00 FEET TO A POINT; THENCE N.87°58'21"E., A DISTANCE OF 55.65  
FEET TO A POINT; THENCE N.25°14'17"E., A DISTANCE OF 362.64 FEET TO A POINT;  
THENCE N.0°53'26"W., A DISTANCE OF 362.94 FEET TO A POINT; THENCE N.32°13'52"E.,  
A DISTANCE OF 315.12 FEET TO A POINT; THENCE N.0°01'27"E., A DISTANCE OF 244.69  
FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BOYNTON CANAL;  
THENCE N.88°05'26"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF  
1801.04 FEET TO A POINT; THENCE S.0°59'39"E, A DISTANCE OF 472.86 FEET TO A  
POINT; THENCE N.88°05'26"E., A DISTANCE OF 328.87 FEET TO A POINT ON THE  
WESTERLY LINE OF CONGRESS AVENUE; THENCE S.0°59'39"E., ALONG SAID  
WESTERLY LINE, A DISTANCE OF 130.01 FEET TO A POINT; THENCE N.46°27'06"W., A  
DISTANCE OF 56.11 FEET TO A POINT; THENCE S.88°05'26"W., A DISTANCE OF 430.00  
FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 609.99 FEET TO A POINT;  
THENCE N.88°05'26"E., A DISTANCE OF 430.00 FEET TO A POINT; THENCE N.43°32'54"E.,  
A DISTANCE OF 57.02 FEET TO A POINT ON THE WESTERLY LINE OF CONGRESS  
AVENUE; THENCE S.0°59'39"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 170.01  
FEET TO A POINT; THENCE N.46°27'06"W., A DISTANCE OF 56.11 FEET TO A POINT;  
THENCE S.88°05'26"W., A DISTANCE OF 608.00 FEET TO A POINT; THENCE S.0°59'39"E.,  
A DISTANCE OF 230.00 FEET TO A POINT; THENCE N.88°05'26"E., A DISTANCE OF 340.00  
FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 150.00 FEET TO A POINT;  
THENCE S.88°05'26"W, A DISTANCE OF 340.00 FEET TO A POINT; THENCE S.0°59'39"E.,  
A DISTANCE OF 229.99 FEET TO A POINT; THENCE N.88°05'26"E., A DISTANCE OF 608.00  
FEET TO A POINT; THENCE N.43°32'54"E, A DISTANCE OF 57.02 FEET TO A POINT ON  
THE WESTERLY LINE OF CONGRESS AVENUE; THENCE S.0°59'39"E, ALONG SAID  
WESTERLY LINE, A DISTANCE OF 130.01 FEET TO THE PRINCIPAL POINT AND PLACE  
OF BEGINNING.

CONTAINING 4,796,896 SQUARE FEET, 110.121 ACRES, MORE OR LESS.  
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

Section 3. That the aforesaid Revised Zoning Map of the City shall be amended  
accordingly.

Section 4. All ordinances or parts of ordinances in conflict herewith 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. This ordinance shall become effective immediately upon passage.

FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2020.

86 SECOND, FINAL READING and PASSAGE this \_\_\_\_ day of \_\_\_\_\_, 2020.

87 CITY OF BOYNTON BEACH, FLORIDA

88 YES NO

89  
90 Mayor – Steven B. Grant \_\_\_\_\_

91  
92 Vice Mayor – Justin Katz \_\_\_\_\_

93  
94 Commissioner – Mack McCray \_\_\_\_\_

95  
96 Commissioner – Christina L. Romelus \_\_\_\_\_

97  
98 Commissioner – Ty Penserga \_\_\_\_\_

99  
100 VOTE \_\_\_\_\_

101 ATTEST:

102

103

104

105

106 \_\_\_\_\_

107 Crystal Gibson, MMC

108 City Clerk

109

110

111 (Corporate Seal)

**DEVELOPMENT DEPARTMENT  
PLANNING AND ZONING DIVISION  
MEMORANDUM NO. PZ 19-030**

**STAFF REPORT**

TO: Chair and Members  
Planning and Development Board

THRU: Ed Breese  
Planning and Zoning Administrator

FROM: Hanna Matras, Senior Planner

DATE: November 25, 2019

PROJECT: Boynton Beach Mall Rezoning (REZN 19-001)

REQUEST: Approve Boynton Beach Mall Rezoning from C-3, Community Commercial, to SMU, Suburban Mixed Use.

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**PROJECT DESCRIPTION**

Property Owners: Boynton Beach Mall, LLC (owned by Washington Prime Group, LLC)—four (4) parcels; remaining parcels owned by Macy's Florida Stores, LLC; Regional Enterprises, LLC; Dillard's, Inc.; Istar Florida 2015 Cinemas, LLC; and Christ Fellowship Church, Inc. (**Exhibit "A1"**)

Applicant: Bonnie Miskel, Esq. / Matthew Scott, Esq. / Beth Schrantz, Land Planner, of Dunay, Miskel and Bachman, LLP

Location: Area bounded by Boynton Canal on the north, Old Boynton Road on the south, developed commercial properties/Congress Avenue on the east, LWDD L-23 Canal on the northwest and Javert Street on the southwest (**Exhibit "A2"**)

Future Land Use Mixed Use Low (MXL) (**Exhibit "B"**)

Current Zoning: C-3, Community Commercial (**Exhibit "C"**)

Proposed Zoning SMU, Suburban Mixed Use (**Exhibit "D"**)

Acreage: +/- 108.30 acres

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Adjacent Uses:

- North: Right-of-way for Boynton Canal; farther to the northwest, a mobile home community Sand and Sea Village in the unincorporated Palm Beach County, classified HR-8 High Residential and zoned RS, Residential Single Family; to the northeast, Savannah Lakes Apartments, classified Medium Density Residential (MeDR) and zoned PUD, Planned Unit Development, and farther east, Courtyard By Marriott Boynton Beach Hotel, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial;
- South: Right-of-way for Old Boynton Road, and farther south, Walmart and other developed commercial properties, classified Local Retail Commercial (LRC) and Office Commercial (OC) and zoned C-3, Community Commercial and C-1, Office Commercial;
- East: Developed commercial office and retail properties, then right-of-way for Congress Avenue; farther east-northeast, developed commercial outparcels of the the mixed use development of Boynton Village, classified Mixed Use Low (MXL) and zoned SMU, Suburban Mixed Use; to the southeast, commercial development of Town Center, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial; and
- West: To the southwest, right-of-way for Javert Street; farther west, developed single-family home subdivision of West Boynton in the unincorporated county, classified Medium Residential (MR) and zoned RS, Residential Single Family; to the northwest, LWDD L-23 Canal and then a pine preserve area, classified Recreational (R) and zoned REC, Recreation.

**THE SITE**

The Boynton Beach Mall (the Mall) encompasses approximately 108 acres and currently has six owners. The four parcels that constitute the largest part of the area are owned by Washington Prime Group (Boynton Beach Mall LLC). Other property owners include Macy's Florida Stores, Regional Enterprises, Dillard's, Istar Florida 2015 Cinemas and Christ Fellowship Church.

The Mall's main, single-story structure houses the anchor retail tenants of Macy's, Dillards and JCPenney as well as the Christ Fellowship Church. The other two buildings are the Cinemark Boynton Beach movie theater and Texas Roadhouse restaurant.

The mall currently includes 1,074,939 sq. ft. GLA (gross leasable area) of retail and 79,500 sq.ft. GFA (gross floor area) of theater, for a total of 1,154,439 sq.ft..

## **BACKGROUND AND REQUEST**

The Boynton Beach Mall was built as a Development of Regional Impact (DRI) pursuant to the provisions of Chapter 380.06 of the Florida Statutes. The Development Order for the DRI expired in 2012, but the Mall retained the DRI future land use category until April 16, 2019 adoption of the city-initiated FLUM amendment that changed the classification from DRI to Mixed Use Low (MXL). The action—undertaken in preparation for redevelopment of the Mall— did not include rezoning, expected to be applied for by a developer at a later date, concurrently with a master plan for the entire site. The pine preserve, a part of the Boynton Beach Mall LLC property located in the northwest area of the site, was not included in the subject amendment. The preserve retained its Recreational (R) FLU category, and thus will also retain its recreational zoning (REC).

The applicant submitted a request for rezoning from the current C-3 Community Commercial district to a SMU, Suburban Mixed Use district, and a five-phase Master Plan, which will guide redevelopment of the Mall. The Master Plan proposes a mix of uses including:

- A maximum of 1,420 multi-family residential dwelling units;
- A maximum of 400 hotel rooms;
- Approximately 1,024,000 square feet of non-residential uses, comprising roughly:
  - 629,000 square feet of shopping center uses,
  - 123,000 square feet of existing Church use,
  - 20,000 square feet of fitness center use,
  - 10,000 square feet of restaurant use,
  - 65,000 square feet of general office,
  - 65,000 square feet of medical office,
  - 80,000 square foot existing theatre with 3,650 seats, and
  - 23.3 acres of Open Space

Note that the Master Plan does include the approximately 7.4 acre Pine Preserve, although the latter is not a subject of rezoning. For more information on the Master Plan, see the corresponding staff report.

## **REVIEW BASED ON CRITERIA**

The following analysis addresses all the criteria for review of Comprehensive Plan Map amendments and rezonings listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B.3 and Section 2.D.3.

It should be noted that the requested zoning district of SMU is the only district corresponding to the MXL future land use classification for properties located west of Interstate 95, and hence the only option for the MXL-designated Mall. For that reason, the responses to the criteria below will parallel—when appropriate— those provided for the review of the earlier future land use amendment for the site.

- a. Demonstration of Need.** *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

Criterion as intended is not applicable. The current C-3 zoning of the Mall is inconsistent with its new MXL future land use designation. As stated above, the SMU is the only zoning option for the MXL-classified site.

- b. Consistency.** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

Consistency with the Comprehensive Plan was addressed in the staff's review of the future land use amendment to the MXL classification. To reiterate, the MXL classification and thus the proposed rezoning of the site to SMU, its only corresponding zoning district, is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

*Policy 1.3.1d      Mixed Use category shall provide for the vertical or horizontal mixing of land uses within a single site in order to allow development and redevelopment in specific geographic areas of the City that take maximum advantage of existing utility systems and services; and promote compact development, safe and pedestrian-friendly streets, and provide transportation choices.*

*Policy 1.8.2      The City shall discourage urban sprawl by;*

- A. Continuing to promote compact developments within the City's utility service areas, while requiring the maximization of all public services for each development in the most cost effective manner possible; and*
- B. Requiring, in all future development and redevelopment in the City, land use patterns that are non-strip in nature and demonstrate the ability to attract and encourage a functional mix of uses.*

For the analysis of the consistency of the Master Plan with the LDRs, see the corresponding staff report.

- c. Land Use Pattern.** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent*



*and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

As argued in staff's review for the FLUM amendment, the now approved MXL future land use is not contrary to the established land use pattern, nor did it create an isolated FLU classification. The land use pattern in adjacent and nearby areas is eclectic: it incorporates commercial uses of small and large retail (including Walmart), offices, a hotel (Courtyard by Marriott), as well as residential uses consisting of single-family, multi-family and mobile homes. Given that the subject site contains about 108 acres, the MXL and the proposed SMU zoning district can hardly be considered "isolated"; moreover, the MXL and SMU designations extend over an 80 acre area of Boynton Village community on the east side of North Congress Avenue. Finally, the MXL and its attendant SMU district will very likely be recommended for other areas of the Congress Avenue Corridor District—for example, MXL will eventually replace the DRI classification of Renaissance Commons, which already carries SMU zoning.

- d. Sustainability.** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed SMU zoning district is intended to support a large mixed use project with uses complementary to those within the project as well as those in the surrounding areas. Interconnectivity is one of the top project design requirements. Visitors and residents will have access to PalmTran bus service along Congress Avenue.

For more information of the sustainability features proposed for the Master Plan, see the corresponding staff report.

- e. Availability of Public Services / Infrastructure.** *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department (see attached letter).

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of site plans, land development, and building permit review processes.

*Traffic.* The traffic study has been submitted to the Palm Beach County Traffic Division. As underlined in the staff report for the Mall's FLUM amendment, the traffic impacts associated with the redevelopment of the property are not expected to exceed the 3,306 PM Peak Hour trip cap established in the Boynton Beach Mall DRI Development Order for the approved 1,244,449 Sq. ft. Gross Leasable Area (GLA). Traffic generation associated with the uses proposed by the Master Plan was subject to the equivalency analysis.

*Schools.* The School Capacity Availability Determination application has been submitted.

*f. **Compatibility.** The application shall consider the following factors to determine compatibility:*

*(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and*

*(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale, which is reasonably related to the needs of the neighborhood and the City as a whole.*

The response to criterion "f" parallels the response provided in review for the FLUM amendment: the proposed rezoning would be compatible with the current and future use of adjacent and nearby properties. See response to criterion "c."

The redevelopment of the Mall will have a positive effect on property values of surrounding properties. (The incoming site plans will implement the Master Plan's measures aimed at mitigating potential negative impacts of the development on the single-family neighborhood to the west of the site.) While expanding the "Urban Village" model with its emphasis on walkability and public spaces from the east side of Congress Avenue to the west side, the proposed amendment will assure that the Congress Avenue Corridor continues to grow and thrive as the City's main commercial hub. It would benefit both the neighborhood and the City as a whole.

*g. **Direct Economic Development Benefits.** For rezoning/ FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:*

- (1) Further implementation of the Economic Development (ED) Program;*
- (2) Contribute to the enhancement and diversification of the City's tax base;*
- (3) Respond to the current market demand or community needs or provide services or retail choices not locally available;*
- (4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;*

- (5) Represent innovative methods/technologies, especially those promoting sustainability;*
- (6) Be complementary to existing uses, thus fostering synergy effects; and*
- (7) Alleviate blight/economic obsolescence of the subject area.*

As affirmed in the staff's review of the FLUM amendment, redevelopment of the Boynton Beach Mall is supported by the City's *Strategic Plan 2018-2022* and the *2016-2021 Economic Development Strategic Plan* and therefore the requested rezoning meets criterion "g(1)". The ensuing project has also a potential to:

- Enhance the City's tax base, reversing the downslide of the Mall's "legacy" properties' taxable value. (Between 2016 and 2017, the value of properties owned by Boynton Beach Mall LLC declined from \$46,339,832 to \$33,517,168.)
- Replace the economically obsolete shopping center—enclosed mall—with a mixed use project driven by market demand and promoting sustainability through design attributes pertaining to energy saving, public realm development, alternative transportation etc. (criteria "g3", "g5", and "g7");
- Create/strengthen synergy of land uses on-site and within the Congress Avenue Corridor area as a whole (criterion "g6").
- Contribute to the net job growth and/or replace some lost low-wage retail positions with better employment opportunities (criterion "g4") if uses such as professional offices are eventually included.

***h. Commercial and Industrial Land Supply.*** *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

- (1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or*
- (2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and*
- (3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.*

The FLUM amendment and the proposed rezoning of the Mall can potentially reduce the amount of land available for commercial development since the MXL and SMU encourage a mix of residential and commercial uses. Inclusion of residential uses supports the "live,

work and play” motto embodying the lifestyle of the “Urban Village.”

As noted above in response to criterion “g”, the amendment has a potential to deliver all listed benefits, meeting condition “h(2).”

- i. **Alternative Sites.** Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

Not applicable: the proposed rezoning follows the approved FLUM amendment.

***Master Plan and Site Plan Compliance with Land Development Regulations.***  
*When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

For the analysis of the Master Plan compliance with LDRs, see the corresponding staff report (MPMD 19-004).

### **CONCLUSION/RECOMMENDATION**

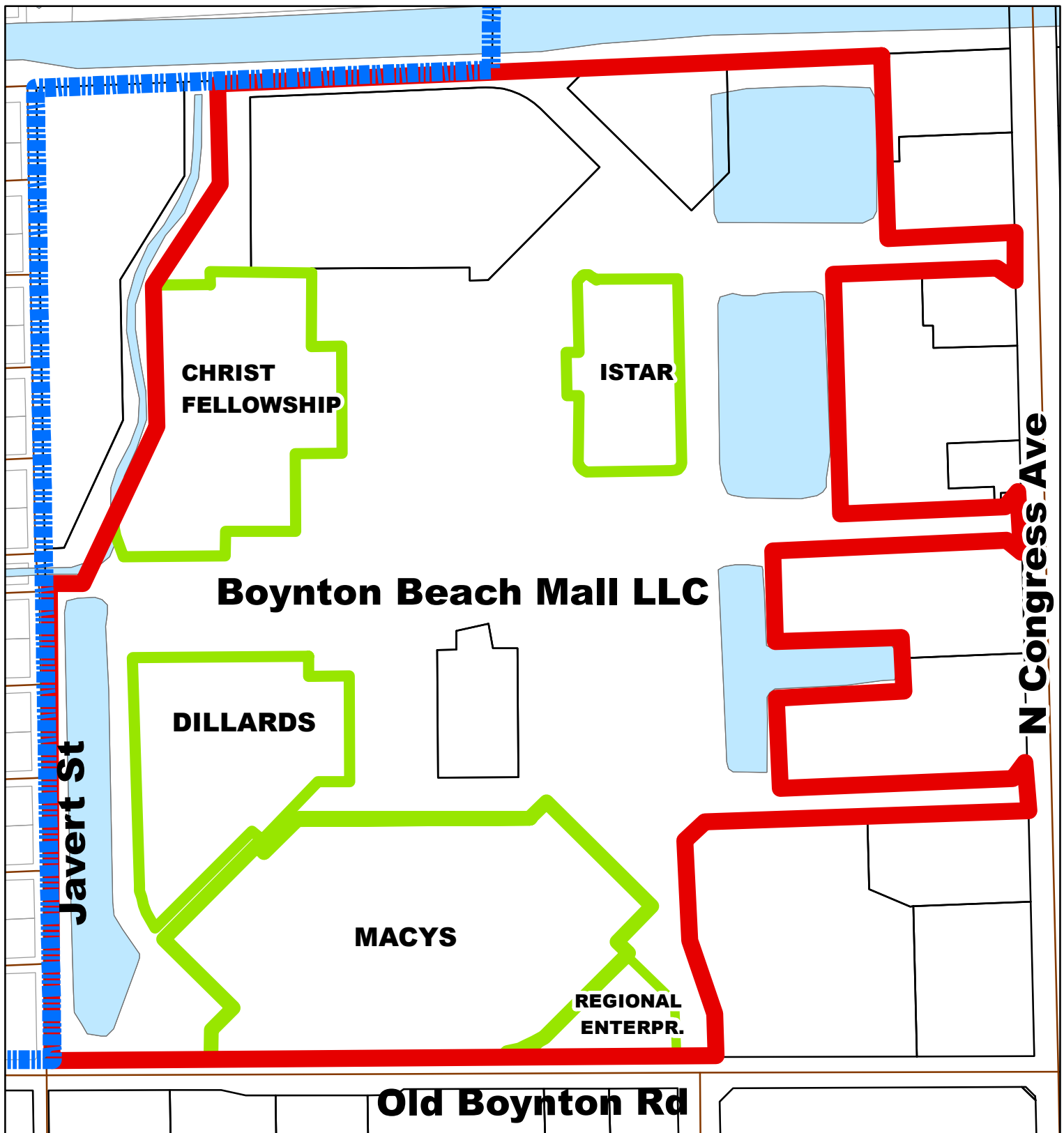
The request under consideration constitutes the follow up to the city-initiated reclassification of the Mall to the Future Land Use of Mixed Use Low (MXL), approved on April 16, 2019. Given that the SMU district is the sole zoning district corresponding to the MXL classification in the subject location, staff recommends approval of the proposed rezoning.

### **ATTACHMENTS**

S:\Planning\SHARED\WP\PROJECTS\Boynton Beach Mall Redevelopment\REZN 19-001 BB Mall Rezoning\BB Mall Rezoning REZN 19-001.docx

# BOYNTON BEACH MALL LOCATION MAP

## OWNERSHIP OF PROPERTIES



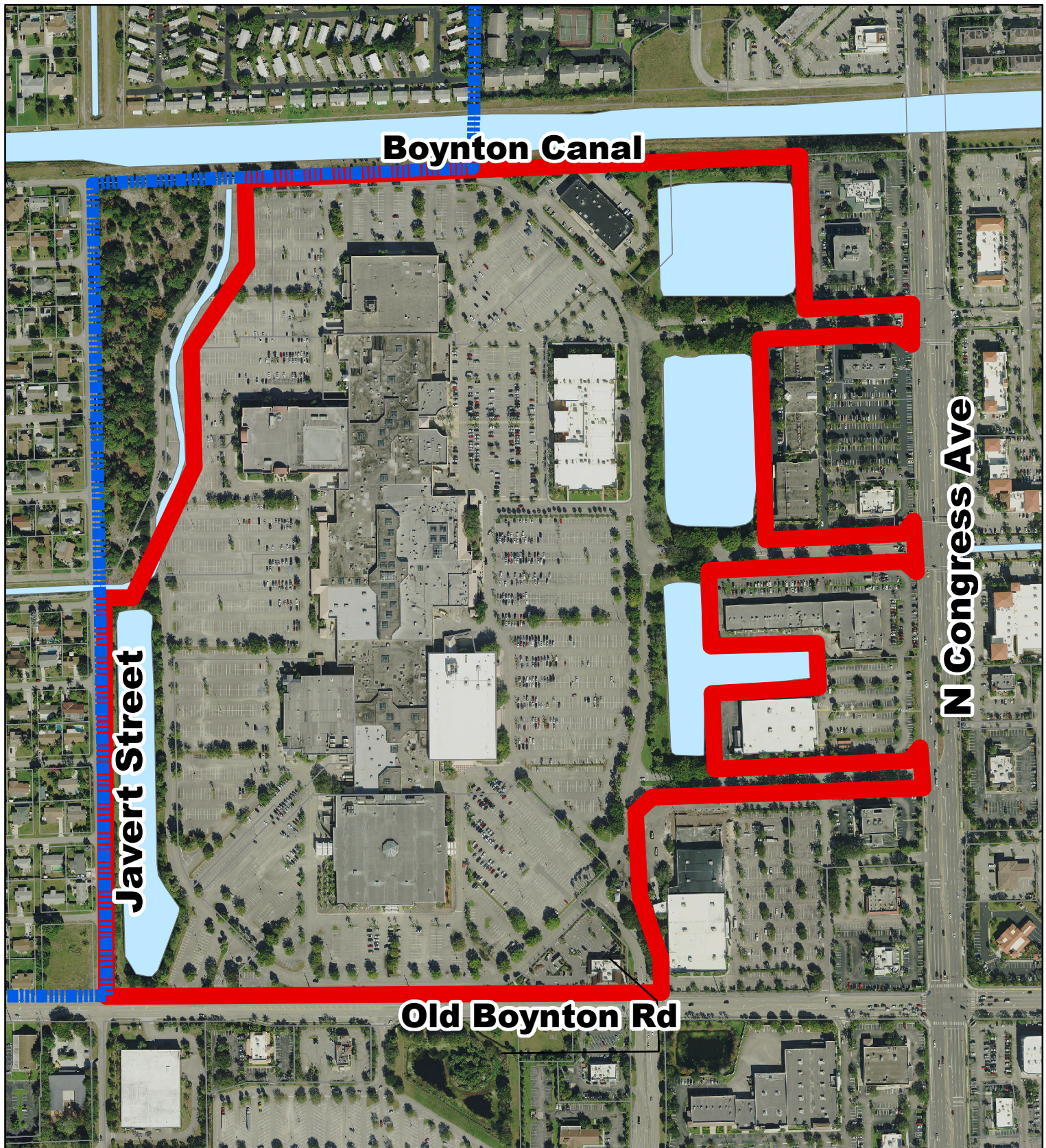
### LEGEND

- City boundary
- Owners other than Boynton Mall LLC





# BOYNTON BEACH MALL LOCATION MAP



## LEGEND

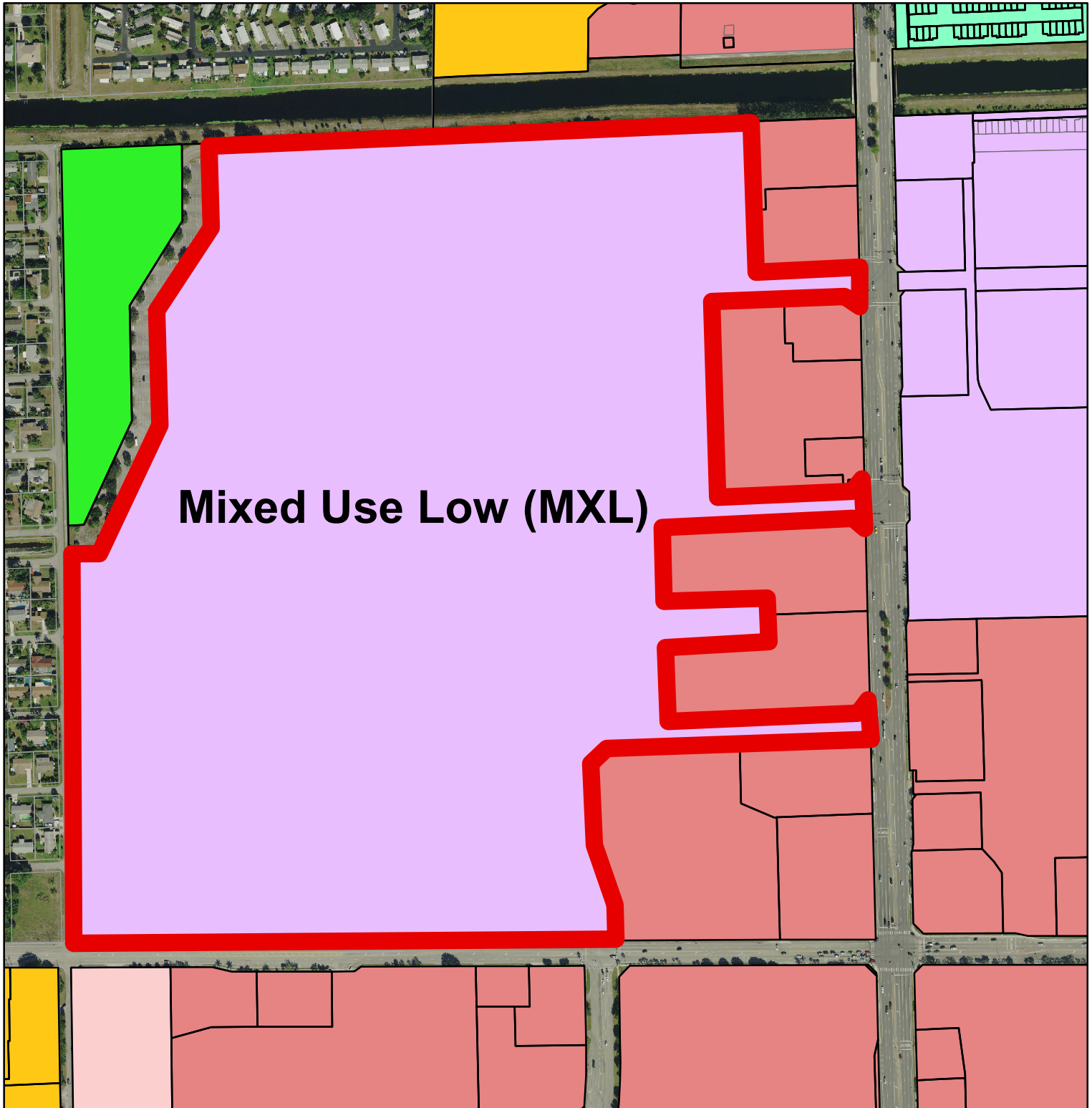
 City boundary



0 75 150 300 450 600  
feet



# BOYNTON BEACH MALL FLU CLASSIFICATION



## LEGEND: FLU classifications

- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- MIXED USE LOW (MXL); 20 D.U./Acre
- DEVELOPMENT OF REGIONAL IMPACT (DRI)
- LOCAL RETAIL COMMERCIAL (LRC)
- OFFICE COMMERCIAL (OC)
- RECREATIONAL (R )

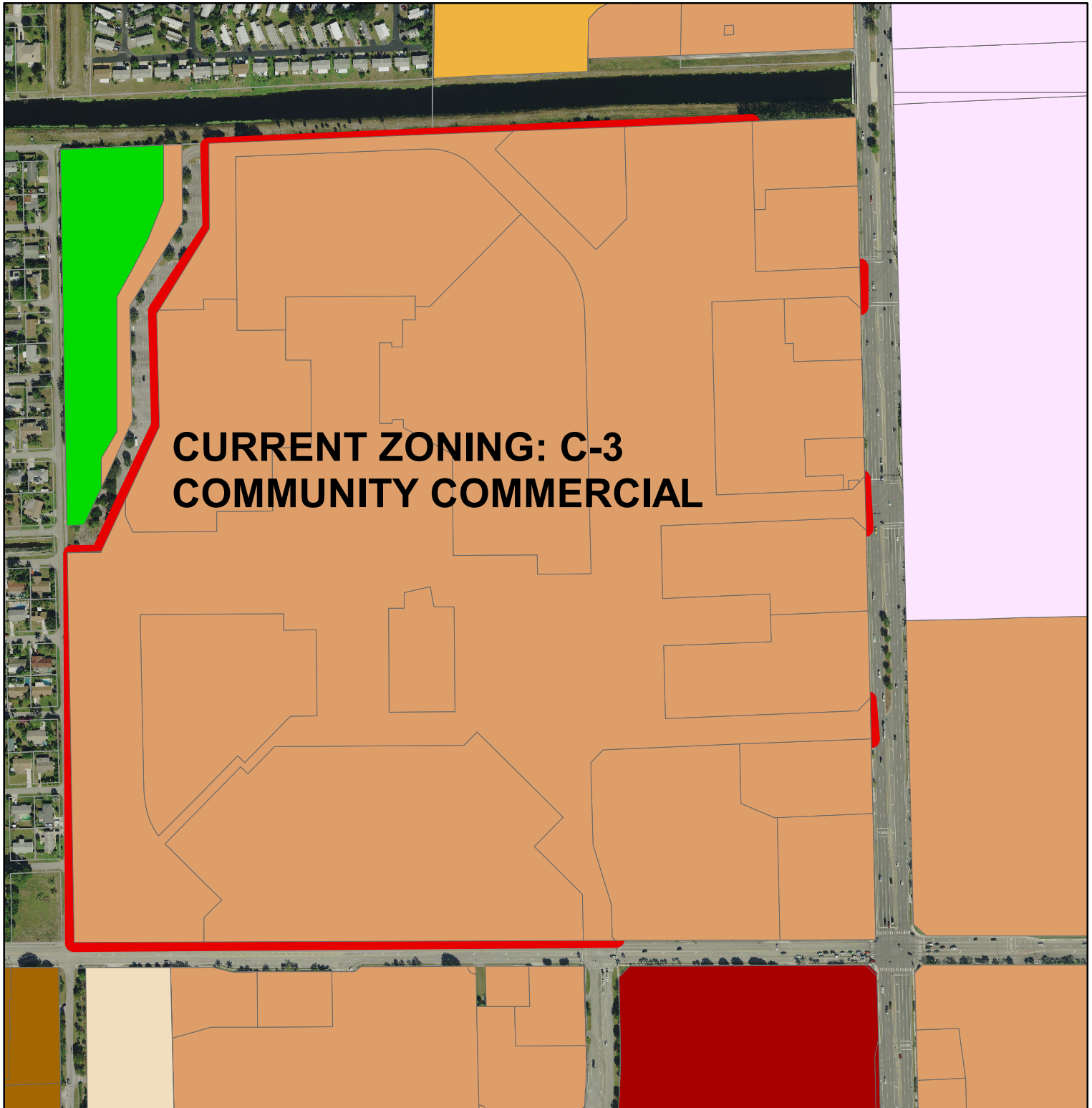


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Page 3 of 4



# BOYNTON BEACH MALL CURRENT ZONING



## LEGEND: ZONING DISTRICTS

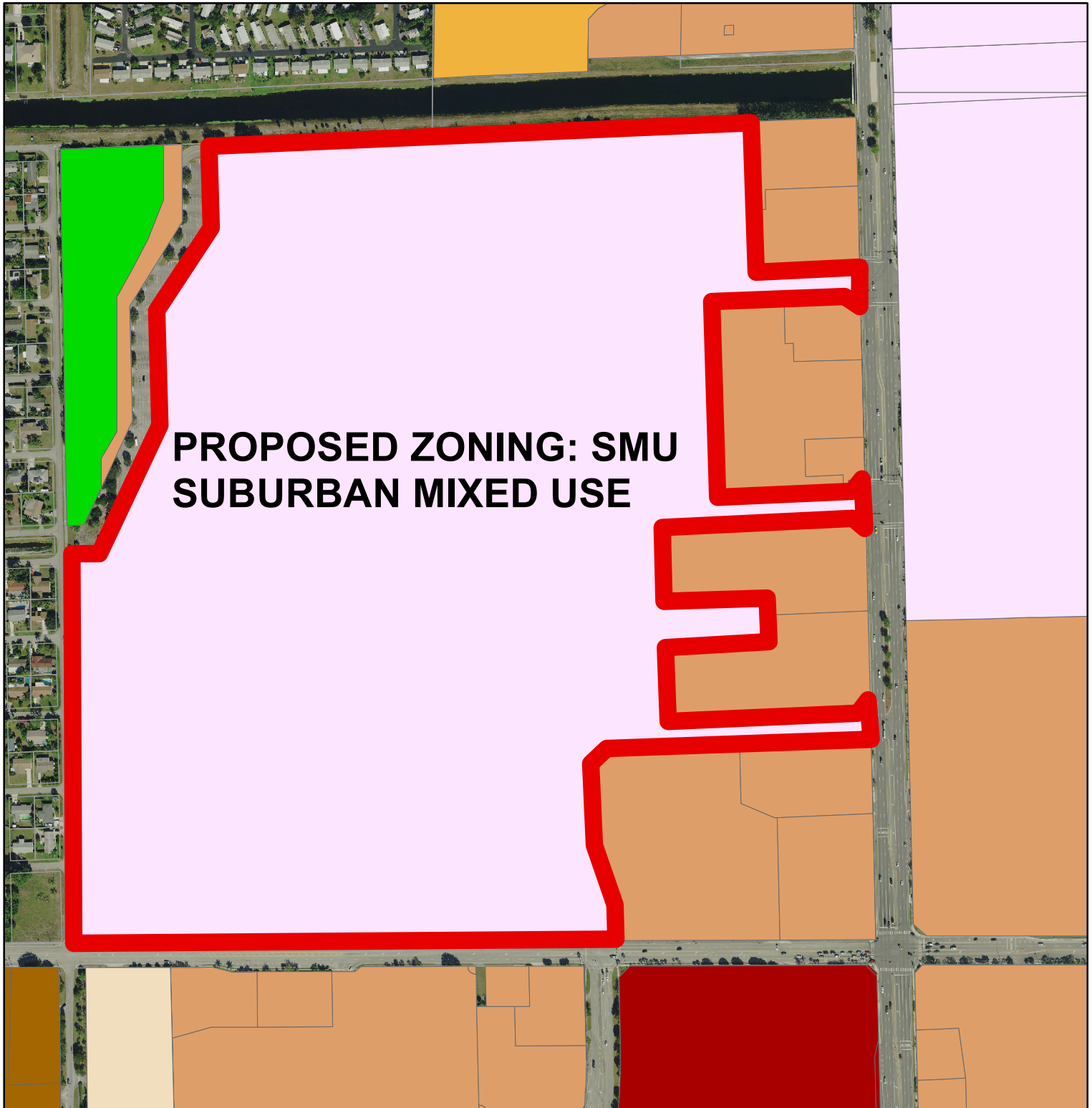
- PUD Planned Unit Development
- C1 Office Professional
- C3 Community Commercial
- PCD Planned Commercial Development
- SMU Suburban Mixed Use, 20 du/ac
- REC Recreation



0 80 160 320 480 640

Feet

# BOYNTON BEACH MALL PROPOSED ZONING



## LEGEND: ZONING DISTRICTS

- PUD Planned Unit Development
- C1 Office Professional
- C3 Community Commercial
- PCD Planned Commercial Development
- SMU Suburban Mixed Use, 20 du/ac
- REC Recreation



0 80 160 320 480 640

feet



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

Approval of the Master Plan Modification (MPMD 19-004) for the Boynton Beach Mall allowing for the phased conversion to a mixed use or life style center with the reconfiguration of retail space, and the addition of residential, hotel and office uses to the existing movie theater, fitness center and church uses.

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**EXPLANATION OF REQUEST:**

The Boynton Beach Mall, an approximately 116 acre site, was designed as an enclosed shopping center, under the Development of Regional Impact (DRI) regulations outlined in the provisions of Chapter 380.06 of the Florida Statutes. The Mall was approved as a DRI by Palm Beach County through issuance of Development Order dated May 7, 1974. In 1982, the City annexed the property and adopted a development order for the Boynton Beach Mall, which permitted 1,108,000 square feet of gross leasable retail space. The mall has had several modifications to the site since 1982.

Staff had been working with the Washington Prime Group in an effort to strategize a viable solution to the depreciation of the Mall and a long term plan to revitalize and reinvigorate the property, as enclosed malls around the country were beginning to fail and their property values continued to decrease. Staff suggested that many malls around the country had been redesigned as mixed use developments, including residential components, entertainment venues and office space, fostering the concept of "live, work and play" on the same site.

The applicant is requesting approval to amend the Master Plan to allow a mix of uses. The Mall property currently consists of approximately 1,285,700 gross square feet of buildings (1,154,439 square feet of gross leasable area), including the following uses and their approximate square footages:

- Retail / Commercial: 1,034,745 square feet
- Church: 122,733 square feet
- Theater: 80,000 square feet
- Auto Repair: 20,761 square feet
- Fitness Center: 19,883 square feet
- Restaurant outparcel: 7,600 square feet

The proposal would:

- Reduce the existing Mall building square footage dedicated to Retail / Commercial use from 1,034,745 square feet to 482,750 square feet, in conjunction with the construction of separate, new mixed use buildings with Retail / Commercial use on the 1<sup>st</sup> floor and Residential units above. The combination of existing and new Retail / Commercial space on site would not exceed 628,627 square feet.
- Add a maximum of 1,420 residential units to the site along the north end, the southwest side, and internally as part of the new mixed use buildings. This number of residential units equates to approximately 12.9 dwelling units per acre.
- Add a maximum of 400 hotel rooms.
- Add a maximum of 65,000 square feet of medical office.
- Add a maximum of 65,000 square feet of general office.
- Add 35,000 square feet of new restaurant space.
- Add a dedicated space for a Fire Station.
- Retain the Christ Fellowship Church, Fitness Center, Theater, and Roadhouse Grill Restaurant.
- Add 291,000 square feet (6.7 acres) of new open space, dispersed throughout the central portion of the

site, to the existing 320,000 square feet (7.3 acres) of existing Pine Preserve. When added to the lakes and green areas around the lakes, the total open space is proposed to be 23.27 acres, or approximately 20% of the site.

The Master Plan is designed to be constructed in five (5) phases (see attached exhibit).

The Planning and Zoning Division recommends that this request for Master Plan Modification be approved subject to the comments included in “Exhibit D” - Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A**

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** None recommended.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:** The subject property is located within, and would be a significant component to the Congress Avenue (Mall) District Plan. This is one of 4 city-wide district plans to potentially be completed as Strategic Plan projects.

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:** N/A

**Is this a grant?**

**Grant Amount:**

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Exhibit	Exhibit A-1: Ownership Map
<input type="checkbox"/> Location Map	Exhibit A-2: Location Map
<input type="checkbox"/> Letter	Exhibit B: Justification Statement
<input type="checkbox"/> Drawings	Exhibit C: Project Plans
<input type="checkbox"/> Conditions of Approval	Exhibit D: Conditions of Approval
<input type="checkbox"/> Development Order	Development Order

**DEVELOPMENT DEPARTMENT  
PLANNING AND ZONING DIVISION  
MEMORANDUM NO. PZ 19-034**

**STAFF REPORT**

TO: Chair and Members  
Planning and Development Board and City Commission

THRU: Ed Breese  
Planning and Zoning Administrator

FROM: Amanda Bassiely  
Principal Planner

DATE: December 3, 2019

PROJECT NAME/NO: Boynton Beach Mall  
(MPMD 19-004)

REQUEST: Master Plan Modification for the Boynton Beach Mall allowing for the phased conversion to a mixed use or life style center with the reconfiguration of retail space, and the addition of residential, hotel and office uses to the existing movie theater, fitness center and church uses.

**PROJECT DESCRIPTION**

Applicant: Bonnie Miskel, Esq. / Matthew Scott, Esq. / Beth Schrantz, of  
Dunay, Miskel and Bachman, LLP

Location: Area bounded by Boynton Canal on the north, Old Boynton Road on the south, developed commercial properties/Congress Avenue on the east, LWDD L-23 Canal on the northwest and Javert Street on the southwest (see Exhibit "A")

Existing Land Use: Mixed Use Low (MXL)

Proposed Land Use: No change proposed

Existing Zoning: Community Commercial (C-3)

Proposed Zoning: Suburban Mixed Use (SMU)

Proposed Use: Master Plan Modification of the Boynton Beach Mall, transforming the enclosed mall space and out-buildings to a mixed use type of development encompassing retail space, office space, residential units, restaurants and entertainment uses, within several buildings

on the site. The application for Master Plan modification proposes a maximum of 1,420 residential units, 400 hotel rooms, and 1,024,000 square of non-residential uses, comprised approximately of 629,000 square feet of retail space, 123,000 of existing church use, 20,000 square feet of existing fitness center use, 80,000 square feet of existing movie theater use, 10,000 square feet of restaurant use, 65,000 square feet of medical office use , and 65,000 square feet of general office use. Also included is approximately 23 acres of open space, including approximately 7.3 acres of existing pine preserve.

Adjacent Uses:

- North: Right-of-way for Boynton Canal; farther to the northwest, a mobile home community Sand and Sea Village in the unincorporated Palm Beach County, classified HR-8 High Residential and zoned RS, Residential Single Family; to the northeast, Savannah Lakes Apartments, classified Medium Density Residential (MeDR) and zoned PUD, Planned Unit Development, and farther east, Courtyard By Marriott Boynton Beach Hotel, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial;
- South: Right-of-way for Old Boynton Road, and farther south, Walmart and other developed commercial properties, classified Local Retail Commercial (LRC) and Office Commercial (OC) and zoned C-3, Community Commercial and C-1, Office Commercial;
- East: Developed commercial office and retail properties, then right-of-way for Congress Avenue; farther east-northeast, developed commercial outparcels of the the mixed use development of Boynton Village, classified Mixed Use Low (MXL) and zoned SMU, Suburban Mixed Use; to the southeast, commercial development of Town Center, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial; and
- West: To the southwest, right-of-way for Javert Street; farther west, developed single-family home subdivision of West Boynton in the unincorporated county, classified Medium Residential (MR) and zoned RS, Residential Single Family; to the northwest, LWDD L-23 Canal right-of-way and then a pine preserve area, classified Recreational (R) and zoned REC, Recreation.

### **BACKGROUND**

The Boynton Beach Mall, an approximately 116 acre site, was designed as an enclosed shopping center, under the Development of Regional Impact (DRI) regulations outlined in the provisions of Chapter 380.06 of the Florida Statutes. The Mall was approved as a DRI by Palm Beach County through issuance of Development Order dated May 7, 1974. In 1982, the City annexed the property and adopted a development order for the Boynton Beach Mall, which

permitted 1,108,000 square feet of gross leasable retail space. In 1989, the Master Plan was amended to allow for an increase in gross leasable retail space from 1,108,000 to 1,244,449 square feet to accommodate the addition of the Sears store. In 2005, the Master Plan was amended to provide for a conversion of 169,510 square feet of the existing retail space (through the demolition of the Macy's store, which relocated to the former Burdines' space on the south end of the Mall) to a 79,500 square foot multi-screen movie theater with 3,650 seats, and the addition of 17,528 of new retail space. As a result, the overall square footage was reduced from 1,244,449 square feet to 1,154,439. In 2012, the Development of Regional Impact (DRI) development order expired. That same year, Christ Fellowship Church purchased one of the two Dillard's sites and began renovations to accommodate church services. In 2014, the Simon Property Group, the Mall's owner, spun off their lower-tier mall assets around the country, including the Boynton Beach property, to an entity known as the Washington Prime Group. Also in 2014, Texas Roadhouse Restaurant, a 7,420 square foot standalone restaurant building, was approved adjacent to the main Mall entrance drive off of Old Boynton Road.

Staff had been working with the Washington Prime Group in an effort to strategize a viable solution to the depreciation of the Mall and a long term plan to revitalize and reinvigorate the property, as enclosed malls around the country were beginning to fail and their property values continued to decrease. Staff suggested that many malls around the country had been redesigned as mixed use developments, including residential components, entertainment venues and office space, fostering the concept of "live, work and play" on the same site. As these discussions were taking place, Washington Prime was then faced with the loss of the Sears anchor store, as a result of corporate closures around the country. Staff worked with Mall ownership to suggest a Land Use change to Mixed Use Low to foster the type of development envisioned for the site, and encouraged Washington Prime to begin working on a Master Plan that would not only stabilize it, but make it a desirable destination once again. The City Commission approved the Land Use change to Mixed Use earlier this year, after review by the State's Department of Economic Opportunity (DEO). Now that the new Land Use designation is in place, Washington Prime has brought forward a request to rezone the property to Suburban Mixed Use (SMU), along with the requisite Master Plan.

Chapter 2, Article II, Section 2. D. 6., Master Plans, of the Land Development Regulations states that major changes in planned developments shall be processed through the Planning and Development Board and the City Commission.

### **ANALYSIS**

The applicant is proposing to amend the Master Plan to allow a mix of uses. The Mall property currently consists of approximately 1,285,700 gross square feet of buildings (1,154,439 square feet of gross leasable area), including the following uses and their approximate square footages:

- Retail / Commercial: 1,034,745 square feet
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The proposal would:



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- Add a maximum of 1,420 residential units to the site along the north end, the southwest side, and internally as part of the new mixed use buildings. This number of residential units equates to approximately 12.9 dwelling units per acre.
- Add a maximum of 400 hotel rooms.
- Add a maximum of 65,000 square feet of medical office.
- Add a maximum of 65,000 square feet of general office.
- Add 35,000 square feet of new restaurant space.
- Add a dedicated space for a Fire Station.
- Retain the Christ Fellowship Church, Fitness Center, Theater, and Roadhouse Grill Restaurant.
- Add 291,000 square feet (6.7 acres) of new open space, dispersed throughout the central portion of the site, to the existing 320,000 square feet (7.3 acres) of existing Pine Preserve. When added to the lakes and green areas around the lakes, the total open space is proposed to be 23.27 acres, or approximately 20% of the site.

The Master Plan is designed to be constructed in five (5) phases (see attached exhibit).

- Phase 1: The northern portion of the site where the Sears buildings and parking lots will be removed. This phase is intend to be developed with a maximum of 400 dwelling units, with a maximum building height of 55 feet.
- Phase 2: The portion of the site immediately south of Phase 1 and located between the northern end of the remainder of the mall, including Christ Fellowship Church and Cinemark Movie Theater. The mixed use building(s) would be constructed between the church and the theater, with residential units constructed above the new retail space, with a maximum height of 75 feet.
- Phase 3: This portion of the site encompasses the southwest quadrant, south of Christ Fellowship Church and also includes the Pine Preserve Area along the northwest perimeter of the property. This phase is intended to be developed with a maximum of 300 dwelling units, with a maximum height of 55 feet, the Fire Substation, a restaurant outparcel, and approximately 3 acres of open space / park area.
- Phase 4: This portion of the site is immediately south of Phase 2 and east of the JC Penney Department Store. This phase is intended to include two more mixed use structures with residential units constructed above the new retail space, with a maximum height of of 55 feet in one building and 75 feet in the other. This phase also includes a proposed 200 room hotel and approximately 2 acres of open space, as well as the "Mainstreet" infrastructure improvements.
- Phase 5: The final portion of the site is the remainder of the south section of the mall site, fronting Old Boynton Road, and includes another mixed use structure with residential units constructed above the new retail space, another 200 room hotel, and the remainder of the commercial / restaurant outparcels to line Old Boynton Road, with a maximum height of 55 feet.
- The proposed office uses could be constructed in any of the Mixed Use phases.

For comparison purposes, the Boynton Village & Town Center site to the east of the Mall, across Congress Avenue, is zoned a combination of SMU (Suburban Mixed Use), like that being proposed for the Mall site, and C-3 (Community Commercial). The site is 89.3 acres in size, compared to the 116.3 acre Mall site. Boynton Village & Town Center is approved for 1,115 dwelling units, resulting in a density of 12.5 dwelling units per acre, which is comparable to the 12.9 dwelling units per acre proposed by the Mall Master Plan submittal for 1,420 dwelling units. The Boynton Village & Town Center project was developed more in the style of horizontal mixed use, while the Master Plan for the Mall envisions more vertical mixed use for much of the new construction, especially at the center of the site, bordering the proposed "Mainstreet". "Mainstreet" acts as the direct vehicular connection from Congress Avenue to the site and includes an expanded amenity area along proposed buildings, street trees, and parallel parking. Pedestrian connectivity is proposed throughout the site and designed to link the site to both Congress Avenue and Old Boynton Road. Pedestrian paths are also proposed to allow access to and through the Pine Preserve. The building heights proposed are in compliance with the SMU zoning regulations and comparable to those constructed within the Boynton Village & Town Center project and Renaissance Commons development to the east, across Congress Avenue.

Relative to the traffic circulation and vehicular trip generation associated with the proposed Master Plan design, two (2) new Mall entrances are proposed along the Old Boynton Road side of the property to better align with the proposed internal circulation pattern, while the westernmost existing driveway on Old Boynton Road will be eliminated. The applicant has submitted a traffic study for both County and City staff review. At time of preparation of this staff report, a traffic approval letter had not yet been received from the County. As such, the proposed development will be subject to any conditions contained in that letter. The traffic study submitted by the applicant indicates that, with the reduction in the amount of retail space, the overall daily traffic associated with the redevelopment of the Mall would decrease by 2,067 vehicular trips, from the existing 32,047 trips to 29,908. The AM Peak Hour vehicular trips however would increase from the current 945 trips to 1,414, an additional 469 trips, principally resulting from the addition of residential units to the site. The PM Peak Hour vehicular trips are projected to decrease by 611, from 2,977 trips to 2,366. The maximum square footage allowances depicted for the individual use types as outlined within the Traffic Study will be the limiting factor relative to the density and intensity of proposed uses depicted on the Master Plan.

The applicant, in their justification statement, notes that the rise of online shopping has drastically reduced the demand for in-store shopping and that "over a third of the mall's storefronts are vacant". As noted previously, staff acknowledged the decline of many enclosed malls around the country and began a dialogue with Mall ownership to discuss the best methods to revitalize and redevelop the property. It was determined that the use of the City's mixed use zoning and regulations would likely bring the best results, as demonstrated by the successes that occurred with the Boynton Village & Town Center and Renaissance Commons projects. The applicant goes on further to say "Approval of the proposed Rezoning will allow for the renovation and expansion of a complementary mix of land uses and will increase access to alternative modes of transportation by creating a compact mix of commercial, residential, and recreational uses providing a base to help support the efficient use of land and public services in the City". Staff agrees that large scale mixed use developments, like the one proposed, reduce the number of vehicular trips needing to leave the site and encourages walking / biking from the place of residence to shopping, eating, entertainment, and recreation, thus reducing the carbon footprint associated with the site from vehicle emissions.

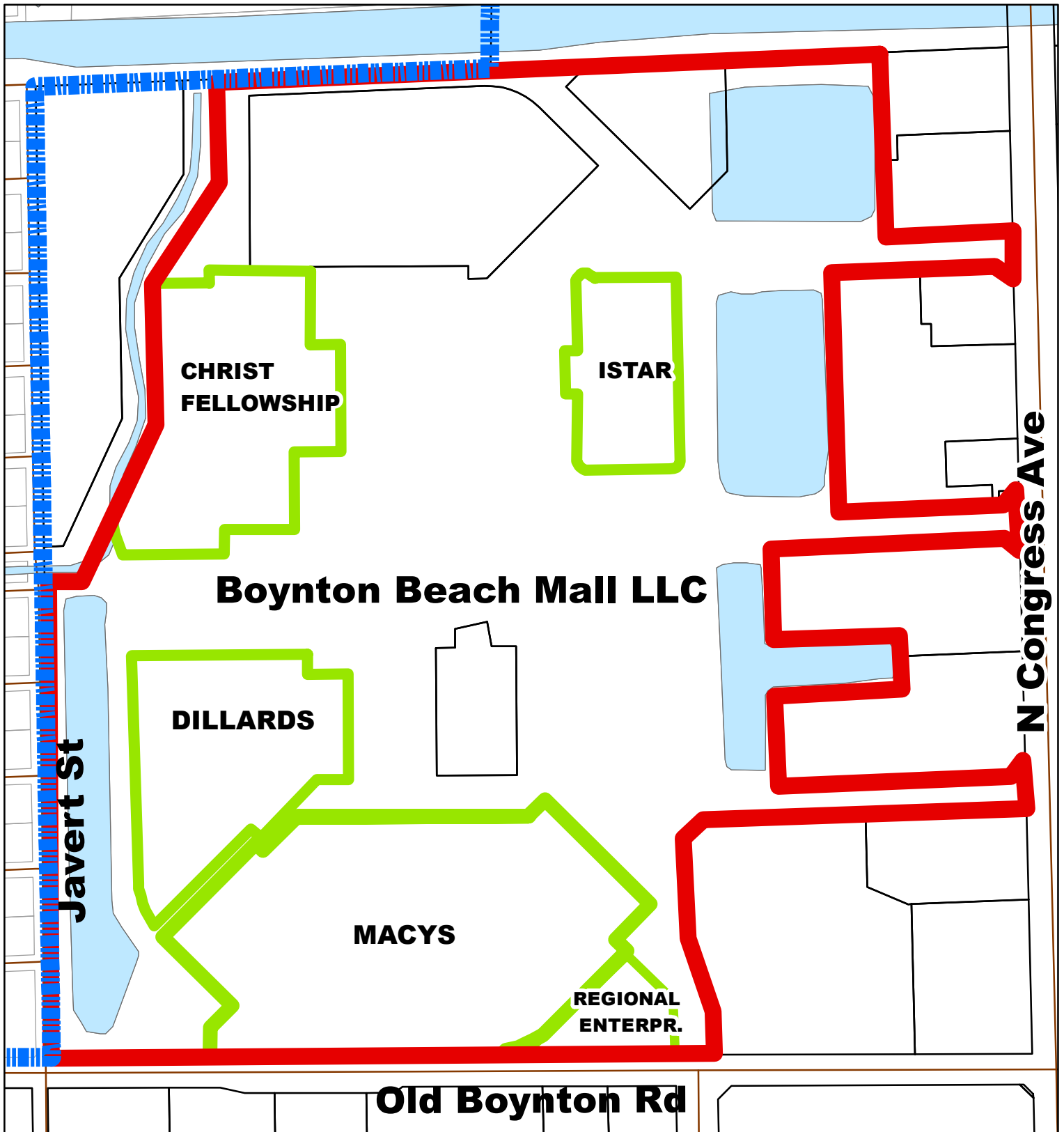
### **RECOMMENDATION**

The Planning and Zoning Division recommends that this request for Master Plan Modification be approved subject to the comments included in "Exhibit D" - Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

S:\Planning\SHARED\WP\PROJECTS\Boynton Beach Mall Redevelopment\MPMD 19-004 BB Mall Master Plan\Staff Report\Staff Report MPMD 19-004.doc

# BOYNTON BEACH MALL LOCATION MAP

## OWNERSHIP OF PROPERTIES



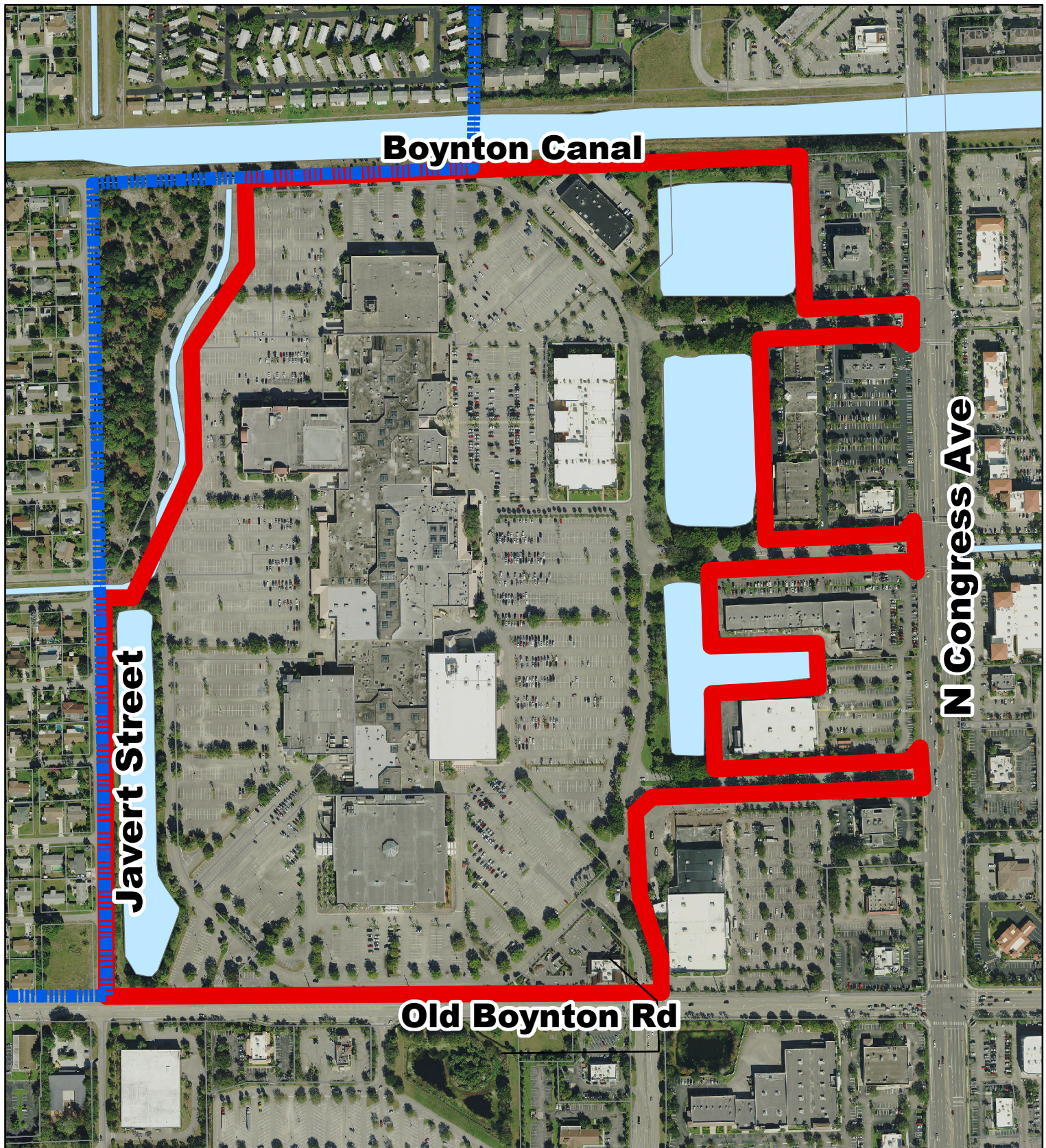
### LEGEND

- City boundary
- Owners other than Boynton Mall LLC





# BOYNTON BEACH MALL LOCATION MAP



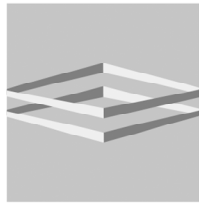
## LEGEND

 City boundary



0 75 150 300 450 600  
feet





**Boynton Beach Mall**  
**Statement of Use and Justification for Rezoning and Master Plan**  
**SUBMITTED: November 19, 2019**

Boynton Beach Mall, LLC, Regional Enterprises, LLC, Christ Fellowship Church, Inc., Istar Florida 2015 Cinemas, LLC, and Macy's Florida Stores, LLC, (collectively referred to herein as "Petitioner"), own the +/- 116.35 acre Boynton Beach Mall ("Property"), which is generally located at the intersection of North Congress Avenue and Old Boynton Road within the City of Boynton Beach, Florida ("City"). The Property is comprised of nine (9) parcels, identified by parcel control numbers 08-43-45-19-05-015-0010, 08-43-45-19-05-017-0020, 08-43-45-19-05-018-0010, 08-43-45-19-05-015-0011, 08-43-45-19-00-000-1090, 08-43-45-19-05-028-0010, 08-43-45-19-00-000-3020, 08-43-45-19-05-021-0010 and 08-43-45-19-05-034-0010. A +/- 110.12 acre portion of the Property is developed for use as the Boynton Beach Mall ("Mall Property") and the remaining +/- 6.23 acres is set aside for preservation of the existing pine forest ("Pine Preserve"). The Mall Property is designated MXL, Mixed Use Low, on the City's Future Land Use Map ("FLUM") and the Pine Preserve is designated R, Recreational, on the City's FLUM. The Mall Property is located within the City's C-3, Community Commercial, zoning district and the Pine Preserve is located within the City's REC, Recreation, zoning district. The Mall Property and Pine Preserve are identified in the aerial image below:



The Mall Property is located between the heavily trafficked North Congress Avenue thoroughfare and provides a transition to the existing single-family community to the west. The properties that are contiguous to the east of the Property are commercial uses with primarily commercial/mixed use development located across North Congress Avenue to the east. The properties located to the northeast and south of the Property are also developed for commercial use, while the properties located to the west and northwest of the Property are developed as single family homes.

### **DEMONSTRATION OF NEED**

Boynton Beach, a town of approximately 74,000 people, is a strong middle and upper income area with suburban growth areas to the west. The area's affluence is reflected in the existence of more than a dozen country clubs located within five (5) miles of the Property. The current use of the Property as an aging mall is in steady decline as it no longer meets the needs of the community and is slowly becoming a source of blight in the City. Two demographics that comprise a significant portion of the area's population, Millennials and the aging senior population, are growing in number and clout and are increasingly demanding more walkable, livable communities - a demand which the Property is able to satisfy with the appropriate regulatory framework allowing for mixed use development. Redevelopment of the Property will revitalize a persistently declining center and allow the City to better meet the community's needs by satisfying demand for housing by providing high-quality compact housing opportunities and introducing a vibrant lifestyle center to the area for current and future residents to enjoy.

The Mall Property is developed as a +/- 1,285,722 square foot traditional shopping mall, including +/- 1,034,745 of retail use, +/- 7,600 square feet of restaurant use, +/- 20,761 square feet of auto repair use, +/- 19,883 square feet of fitness center use, a +/- 122,733 square foot church, and an +/- 80,000 square foot theatre with 3,650 seats. The rise in online shopping has drastically altered the consumer market and the demand for in-store shopping has plummeted in recent years. The Boynton Beach Mall is no exception, having been hit by what is dubbed the "retail apocalypse." As mall activity has steadily declined, the existing mall is no longer viable due to the advent of online shopping and resultant decline of in-person shopping. This is evidenced in a significant decline in tenancy in recent years, with occupancy rates dropping by 11.6 percent between 2015 and 2019. At this time, over a third of the mall's storefronts are vacant as traditional retailers have gone out of business or scaled back the number of brick-and-mortar stores they maintain. This lack of demand for physical shopping opportunities in the area is in spite of the City's estimated population growth rate between 2% and 2.5% during this period (Census Bureau's Population Estimates).

The City has recognized that the Mall Property's current C-3 zoning district is not conducive for redevelopment as it lacks the appropriate regulatory framework and does not provide for the creativity and flexibility in design necessary for the Property to be successfully redeveloped. In fact, redevelopment of the Property is identified in the City's Strategic Plan 2018-2022 (item #18). Further, the City proactively initiated a Future Land Use Amendment for the Mall Property in recognition of the fact that the Mall Property has been declining for several years and has become a blighted area. On April 16, 2019 the City Commission approved Ordinance Number 19-004 amending the Mall Property's Future Land Use designation from the DRI, Development of Regional Impact, FLUM designation to the MXL FLUM designation. This FLUM designation provides the framework required to allow for a vibrant mixed-use redevelopment of the Property.



## **DEVELOPMENT PROPOSAL AND REQUEST**

In accordance with the City's vision for the Property, Petitioner proposes to redevelop the Property as a mixed-use development with residential and commercial use components ("Project") to meet the increased demand for compact, walkable communities and higher density living opportunities. Specifically, Petitioner seeks to reinvent the Property as a vibrant, mixed-use "live-work-play" community with ample amenities, a variety of active and passive open spaces distributed throughout, retail, dining, church, and entertainment offerings. In order to create a vibrant community, Petitioner respectfully requests approval for the following requests:

**Rezoning of the Mall Property from the C-3 zoning district to the SMU, Suburban Mixed Use, zoning district consistent with the Mall Property's MXL future land use designation ("Rezoning"), and**

**Master Plan Approval for the Property to allow a mix of uses including a maximum of 1,420 multi-family residential dwelling units, a maximum of 400 hotel rooms, +/- 628,627 square feet of shopping center uses (including +/- 482,750 square feet to remain and +/- 145,877 square feet of new development), +/- 122,733 square feet of existing Church use, +/- 19,883 square feet of fitness center use, +/- 32,600 square feet of high turnover restaurant use, +/- 10,000 square feet of fast food restaurant use, +/- 65,000 square feet of general office, +/- 65,000 square feet of medical office, +/- 80,000 square foot existing theatre with 3,650 seats, event space, and +/- 23.27 acres of Open Space ("Master Plan").**

Although the +/- 7.359 acre Pine Preserve is not included in the Rezoning request, the area is included within the Master Plan and is proposed to be made accessible for passive recreational opportunities in Phase 2 of the Project.

## **DENSITY AND INTENSITY**

The Project includes development of a maximum of 1,420 multi-family residential dwelling units on +/- 110.12 acres for an overall density of approximately 13 dwelling units per acre. In addition, the Master Plan is designed to provide for a maximum of 400 hotel rooms, +/- 628,627 square feet of shopping center uses (including +/- 482,750 square feet to remain and +/- 145,877 square feet of new development), +/- 122,733 square feet of existing Church use, +/- 19,883 square feet of fitness center use, +/- 32,600 square feet of high turnover restaurant use, +/- 10,000 square feet of fast food restaurant use, +/- 65,000 square feet of general office, +/- 65,000 square feet of medical office, +/- 80,000 square foot existing theatre with 3,650 seats, event space, and +/- 23.27 acres of Open Space.

## **VEHICULAR AND PEDESTRIAN CONNECTIVITY**

The existing development includes a sea of parking with a striking lack of pedestrian connectivity, landscaping, and active recreation areas that speaks to the age and outdated nature of the current development. The Project is designed to create a vibrant mixed-use environment with walkability as a core principle and features a pedestrian circulation network providing safe, efficient, and enjoyable pedestrian connections throughout the entire Property. The Project's design offers residents and visitors ample active and passive open spaces and continuous pedestrian access to the cultural and shopping amenities. The proposed Main Street axis and east-west pedestrian circulation system will offer greater

connectivity and a walkable environment for the Project's residents and visitors alike, while at the same time maintaining the sense of privacy and security for the residents in the multi-family components of the Project that is necessary for a high quality of life. The Project proposes gateways to the community through the existing North Congress Avenue entries, which will provide a strong sense of place. In addition, the proposed Main Street section provides for ample pedestrian access, bicycle infrastructure, and pedestrian landscape features. Provision of east-west pedestrian connections in each north-south quadrant of the Mall Property will promote placemaking within the central Main Street area by providing for linear parks and offering users active open green space throughout community. In addition, the northern access pedestrian circulation plan along the multi-family residences provide a more urban yet park-like setting with the provision of an amenity area including a street tree area, wide sidewalks, and active use area that significantly exceeds the code requirements for an SMU development. In all, the Project provides proximity to amenities and services, as well as creating a needed sense of a vibrant, diverse community that offers a space for the area's diverse demographics to come together.

### **BUILDING MASSING AND HEIGHT**

The Project is designed in compliance with the City's SMU zoning regulations and provides a maximum building height of 55 feet for the stand-alone residential and commercial components and a maximum building height of 75 feet for the proposed vertically integrated buildings.

### **PHASING**

The Project proposes development in five (5) phases with development occurring first in the northern portion of the Property as is shown on Sheet MP-5. Phase 1 is located in the northernmost portion of the Property and comprises a multi-family residential component and northern access from Congress Avenue. This phase is anticipated to be developed within the next 24 to 36 months. Phase 2 includes the vertically integrated mixed uses surrounding the existing Theatre and central driveway connection to Congress Avenue. Phase 3 includes stand-alone residential and commercial uses, activation of the Pine Preserve for passive recreational use, and provision of a pedestrian connection along the west side of the Property from the northern portion of the Property to Old Boynton Road. Phase 4 includes a combination of existing and new commercial uses, hotel, vertically integrated mixed uses, and open space in the area south of Phase 2. Phase 5 includes the remaining commercial and open space uses in the southeast portion of the Property. As detailed above, Phase 1 is anticipated to begin upon approval of this Rezoning and Master Plan with a Site Plan anticipated to be submitted concurrent with this request. The ultimate development of the remaining phases will be guided by changes in market demands over the course of the coming decade. It is important to note that each of the phases includes a portion of the proposed open space components such that they are equitably distributed throughout the Property.

### **REZONING AND MASTER PLAN CRITERIA**

In accordance with the Section III.2.II.2.D of the City's Code, Petitioner will demonstrate below that the Rezoning and Master Plan: a) is needed; b) is consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations; c) is not contrary to the established land use pattern, nor would it create an isolated zoning district or land use classification unrelated to adjacent and nearby classifications or constitute a grant of special privilege to Petitioner as contrasted with the protection of the public welfare; d) supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives with an emphasis on 1) complementary land

uses, 2) access to alternative modes of transportation, and 3) interconnectivity within the project and between adjacent properties; e) does not exceed the availability of Public Services/Infrastructure; f) is compatible with the current and future use of adjacent and nearby properties, will not negatively affect the property values of adjacent and nearby properties and is of a scale that is reasonably related to the needs of the neighborhood and the City as a whole; g) furthers the implementation of the Economic Development (ED) Program, (2) contribute to the enhancement and diversification of the city's tax base, (3) respond to the current market demand or community needs or provide services or retail choices not locally available, (4) create new employment opportunities for the residents, with pay at or above the county average hourly wage, (5) represent innovative methods/technologies, especially those promoting sustainability, (6) be complementary to existing uses, thus fostering synergy effects, and (7) alleviate blight/economic obsolescence of the subject area; h) does not involve rezoning to a traditional zoning district and therefore is not subject to review for the conditions within this criterion for furthering the City's Economic Development Program; i) will not reduce the amount of land available for commercial development; j) no alternative sites are available elsewhere in the City in zoning districts that already allow the proposed use; and k) shall comply with the requirements of the SMU zoning district and the site development standards of Section III.3.III.4.D.

- a. *Demonstration of Need.* Approval of the Rezoning Application is necessary in order to develop the Project. As described above, the Property is unique in size and nature as it is the location of a regional mall development. The Mall Property is developed as a +/- 1,285,722 square foot traditional shopping mall, including +/- 1,034,745 of retail use, +/- 7,600 square feet of restaurant use, +/- 20,761 square feet of auto repair use, +/- 19,883 square feet of fitness center use, a +/- 122,733 square foot church, and an +/- 80,000 square foot theatre with 3,650 seats. The rise in online shopping has drastically altered the consumer market and the demand for in-store shopping has plummeted in recent years. The Boynton Beach Mall is no exception, having been hit by what is dubbed the "retail apocalypse." As mall activity has steadily declined, the existing mall is no longer viable due to the advent of online shopping and resultant decline of in-person shopping. This is evidenced in a significant decline in tenancy in recent years, with occupancy rates dropping by 11.6 percent between 2015 and 2019. At this time, over a third of the mall's storefronts are vacant as traditional retailers have gone out of business or scaled back the number of brick-and-mortar stores they maintain. This lack of demand for physical shopping opportunities in the area is in spite of the City's estimated population growth rate between 2% and 2.5% during this period (Census Bureau's Population Estimates).

Concurrent with the decline of traditional mall development, two demographics that comprise a significant portion of the area's population, Millennials and the aging senior population, are growing in number and clout and are increasingly demanding more walkable, livable communities - a demand which the Property is able to satisfy with the appropriate regulatory framework allowing for mixed use development. The City has recognized that the Mall Property's current C-3 zoning district is not conducive for redevelopment as it lacks the appropriate regulatory framework and does not provide for the creativity and flexibility in design necessary for the Property to be successfully redeveloped. In fact, redevelopment of the Property is identified in the City's Strategic Plan 2018-2022 (item #18). Further, the City proactively initiated a Future Land Use Amendment for the Mall Property in recognition of the fact that the Mall Property has been declining for several years and has become a blighted area. On April 16, 2019 the City Commission

approved Ordinance Number 19-004 amending the Mall Property's Future Land Use designation from the DRI, Development of Regional Impact, FLUM designation to the MXL FLUM designation. This FLUM designation provides the framework required to allow for a vibrant mixed-use redevelopment of the Property. Approval of Petitioner's Rezoning and Master plan requests will provide a zoning district consistent with the Property's MXL future land use designation. Considering the foregoing, approval of the Rezoning and Master Plan application is necessary in order to develop the Project.

- b. *Consistency.* The proposed Rezoning is consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. As described above, the City recently changed the Mall Property's FLUM designation from DRI to MXL. The existing C-3 zoning is inconsistent with the mixed-use intent of the MXL FLUM designation. The requested Rezoning is consistent with the intent of the new MXL future land use designation as it will allow for the redevelopment of the Property to become a vibrant, mixed-use community that will better meet the needs of the City's current and future residents. The proposed Rezoning promotes Policy 1.3.1 of the City's Future Land Use Element ("FLUE") by promoting compact development and safe and pedestrian-friendly streets. The Project is also designed to comply with the dimensional requirements in the City's Comprehensive Plan and Land Development Regulations with a maximum height of fifty-five feet (55') for perimeter buildings, a maximum height of seventy-five feet (75') for interior vertically integrated mixed use buildings, and a maximum residential density of twenty (20) dwelling units per acre for the Property subject to approval of the SMU rezoning application. In addition to the foregoing, the Project furthers the following Comprehensive Plan objectives and policies:

FLUE Objective 1.7: The City shall strive to improve blighted residential neighborhoods and business districts through the implementation of the Community Redevelopment Plan within the Community Redevelopment Area.

Policy 1.7.2: The City shall encourage land assembly to promote large-scale redevelopment and infill projects.

Policy 1.7.3: The City shall require that designs for redevelopment and infill projects encourage the use of public transit, pedestrian and bicycle travel as alternatives to the car and shall maximize personal safety.

FLUE Objective 1.8 The City shall discourage urban sprawl by continuing to promote a compact urban development pattern that provides opportunities to more efficiently use of infrastructure, land, and other resources and services.

Policy 1.8.2: The City shall discourage urban sprawl by: A) Continuing to promote compact developments within the City's utility service areas, while requiring the maximization of all public services for each development in the most cost effective manner possible; and B) Requiring, in all future development and redevelopment in the City, land use patterns that are non-strip in nature and demonstrate the ability to attract and encourage a functional mix of uses.

FLUE Objective 1.18: The City shall encourage transit-supportive land development patterns to promote multi-modal transportation and increased mobility.

- c. *Land Use Pattern.* The proposed Rezoning is not contrary to the established land use pattern, nor will it create an isolated zoning district or land use classification unrelated to adjacent and nearby classifications or constitute a grant of special privilege to Petitioner as contrasted with the protection of the public welfare. In addition to the compatible future land use designation, zoning and existing use of surrounding properties, the physical scale of the Project is complimentary to the established land use pattern. Specifically, The Mall Property is located between the heavily trafficked North Congress Avenue thoroughfare and provides a transition to the existing single-family community to the west. The properties that are contiguous to the east of the Property are commercial uses with primarily commercial development located across North Congress Avenue to the east. The properties located to the northeast and south of the Property are also developed for commercial use, while the properties located to the west and northwest of the Property are developed as single family homes. The Project's perimeters will include significant open space and landscape buffers that will provide sufficient transition to the lower-intensity residential communities surrounding the Property. The existing use of the Mall Property is less compatible with the proposed use, as it currently stands as a largely underutilized commercial center with a "sea of parking" surrounding the mall. Considering the foregoing, the proposed Project will better serve the area as a live-work-play lifestyle center offering surrounding residents with ample cultural and open space amenities.
- d. *Sustainability.* Approval of the proposed Rezoning and Master Plan supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives. In particular, approval of the Rezoning application promotes a mix of complementary land uses in the area, a smart growth principle that is a "critical component to achieving better places to live" according to the Smart Growth Network. As described above, the uses immediately surrounding the Property are primarily residential and commercial. Approval of the proposed Rezoning will allow for the renovation and expansion of a complementary mix of land uses and will increase access to alternative modes of transportation by creating a compact mix of commercial, residential, and recreational uses providing a base to help support the efficient use of land and public services in the City. In addition, the Project is designed to foster interconnectivity within the Project and between adjacent properties. The design of the Project also provides space for landscaping and a comprehensive pedestrian network throughout the community, and it will both satisfy demand for housing with the provision of efficient, high-quality and higher-density housing opportunities, and bring a vibrant lifestyle center to the area. Approval of the proposed Rezoning and Master Plan will allow for a complementary mix of uses that supports alternative modes of transportation and provides interconnectivity within the Project and between adjacent properties.
- e. *Availability of Public Services/Infrastructure.* Petitioner will ensure the provision of adequate public services and infrastructure necessary to support the Project through the Site Plan application process required in order to develop the Project.

- f. *Compatibility.* Approval of the proposed Rezoning and Master Plan is compatible with the current and future use of adjacent and nearby properties; will not negatively affect the property values of adjacent and nearby properties; and is of a scale that is reasonably related to the needs of the neighborhood and the City as a whole. The Mall Property is located between the heavily trafficked North Congress Avenue thoroughfare and provides a transition to the existing single-family community to the west. The properties that are contiguous to the east of the Property are commercial uses with primarily commercial development located across North Congress Avenue to the east. The properties located to the northeast and south of the Property are also developed for commercial use, while the properties located to the west and northwest of the Property are developed as single family homes. As discussed in sections (c) and (d) above, the proposed Rezoning is compatible with the current and future use of the adjacent residential and commercially used properties. The proposed Rezoning will not negatively affect surrounding property values; rather, the Smart Growth Network advises that “siting commercial areas close to residential areas can [actually] raise property values”. Considering the foregoing, the proposed Rezoning and Master Plan is consistent and compatible with the surrounding area, will not affect surrounding property values and is of a scale that relates to the needs of the neighborhood and City as a whole.
- g. *Direct Community Sustainability and Economic Development Benefits.* The approval of the proposed Rezoning and Master Plan will further implementation of the Economic Development (ED) Program, (2) Contribute to the enhancement and diversification of the city's tax base, (3) Respond to the current market demand or community needs or provide services or retail choices not locally available, (4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage, (5) Represent innovative methods/technologies, especially those promoting sustainability, (6) Be complementary to existing uses, thus fostering synergy effects, and (7) Alleviate blight/economic obsolescence of the subject area. The proposed Project will promote the Economic Development Program by diversifying and reactivating the Mall Property as a strong commercial and community center for the City's residents. The Project proposes a mix of uses, including multifamily residential and a hotel component alongside +/- 1,023,843 square feet of non-residential uses. The existing mall use has +/- 1,285,722 square feet of non-residential uses, 36.8 percent of which stands vacant. Redeveloping the mall as a mixed-use, live-work-play community with commercial uses integrated therein will better meet the needs of the City and reinvigorate the Mall Property's economic base. As such, the proposed Project will both enhance and diversify the city's tax base through new office, commercial, and residential uses, and in doing so will respond to the current market demand and community needs by providing new services, housing, and retail choices not otherwise locally available or captured by the existing mall use. Further, by reactivating the declining Mall Property with new commercial, office, and hotel uses, the Project will create new employment opportunities for the area's residents. Further, The Project will promote the use of innovative methods and technologies, specifically those contributing to sustainability through the development of a mixed-use community that drives efficient, new-urbanist lifestyle practices by providing a single place where users can enjoy a variety of services and amenities. In addition, by offering local residents a place for recreation, shopping, and leisure, as well as ample pedestrian circulation and open spaces, the Project will serve the community as a transition to the less intense residential communities to the

west and northwest, and the commercial developments to the south and across North Congress Avenue to the east. As such, the Project will be complementary to existing surrounding uses and promote synergy effects throughout the area. Finally, an ailing mall in steady decline over the last decade, the redevelopment of the mall into a mixed-use community center will and alleviate the blight and economic obsolescence that the Mall Property currently faces, while better meeting the needs of the City's growing community.

- h. *Economic Development Impact Determination for Conventional Zoning Districts.* This criteria is applicable to applications requesting to rezone to a conventional zoning district only. Considering that the Rezoning Application seeks approval to rezone to an SMU planned zoning district, this criterion does not apply. That being said, the proposed Project will further the City's Economic Development Program by providing new housing opportunities and a mix of commercial uses.
- i. *Commercial and Industrial Land Supply.* Approval of the Rezoning and Master Plan will not reduce the net commercial land area in the City; rather, the proposed Rezoning and Master Plan will allow for the renewal of the existing Mall Property by revitalizing a persistently declining commercial center with a mix of both stand alone residential, commercial, hotel, theater, and church uses and vertically integrated mixes uses. The Project therefore increases the employment potential and valuation of the Property beyond what it provides in its current use.
- j. *Alternative Sites.* There are not sites available elsewhere in the City in zoning districts which already allow the desired use. As described above, the Mall Property is a unique property with no other like it in the City. The Mall Property is experiencing steady decline and no longer meets the community's needs. Petitioner wishes to revitalize the Property with uses that satisfy the demand and desires of the community, and the size of the Mall Property makes it most suitable for the scale of the proposed Project. Approval of the Rezoning and Master Plan will allow for the Project, which is only possible on the Property as there are no other existing sites of comparable size and suitability for redevelopment available in the City.
- k. *Master Plan and Site Plan Compliance with Land Development Regulations.* The Project complies with the site development standards of the Section III.3.III.4.D. of the City's Code and will provide specific details through the required Site Plan Application approval process subsequent to the approval of the proposed Rezoning.





- EXISTING USES LEGEND:**
- FITNESS
  - CHURCH
  - RETAIL/ COMMERCIAL
  - THEATRE
  - RESTAURANT

**EXISTING CONDITIONS  
DEVELOPMENT DATA**

**SITE AREA:**  
116.35 AC (±5,068,206 SF)

**ZONING:**  
C3 COMMUNITY COMMERCIAL

**EXISTING BUILDING USES:**  
**CHURCH:**  
+/- 122,733 SF

**RETAIL/COMMERCIAL:**  
+/- 1,034,745 SF

**THEATRE:**  
+/- 80,000 SF / 3,650 SEATS

**FOOD + BEVERAGE:**  
±7,600 SF

**FITNESS:**  
±19,883 SF

**AUTO REPAIR:**  
±20,761 SF

PROJECT

SEAL

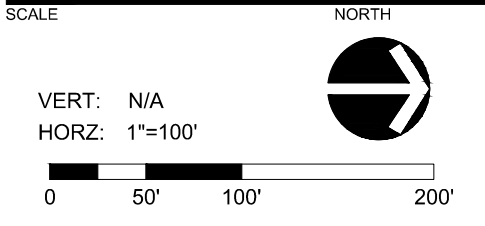
**BOYNTON BEACH  
MALL**

WASHINGTON PRIME GROUP  
801 N. CONGRESS AVE., SUITE 295  
BOYNTON BEACH, FL

PROJECT NO. 1018174

REVISION / ISSUANCE		
NO.	DESCRIPTION	DATE
1	PRE-APPLICATION SUBMITTAL	07.24.2019
2	REZONING / MASTER PLAN APPLICATION	08.09.2019
3	COMMENT RESPONSE	11.05.2019

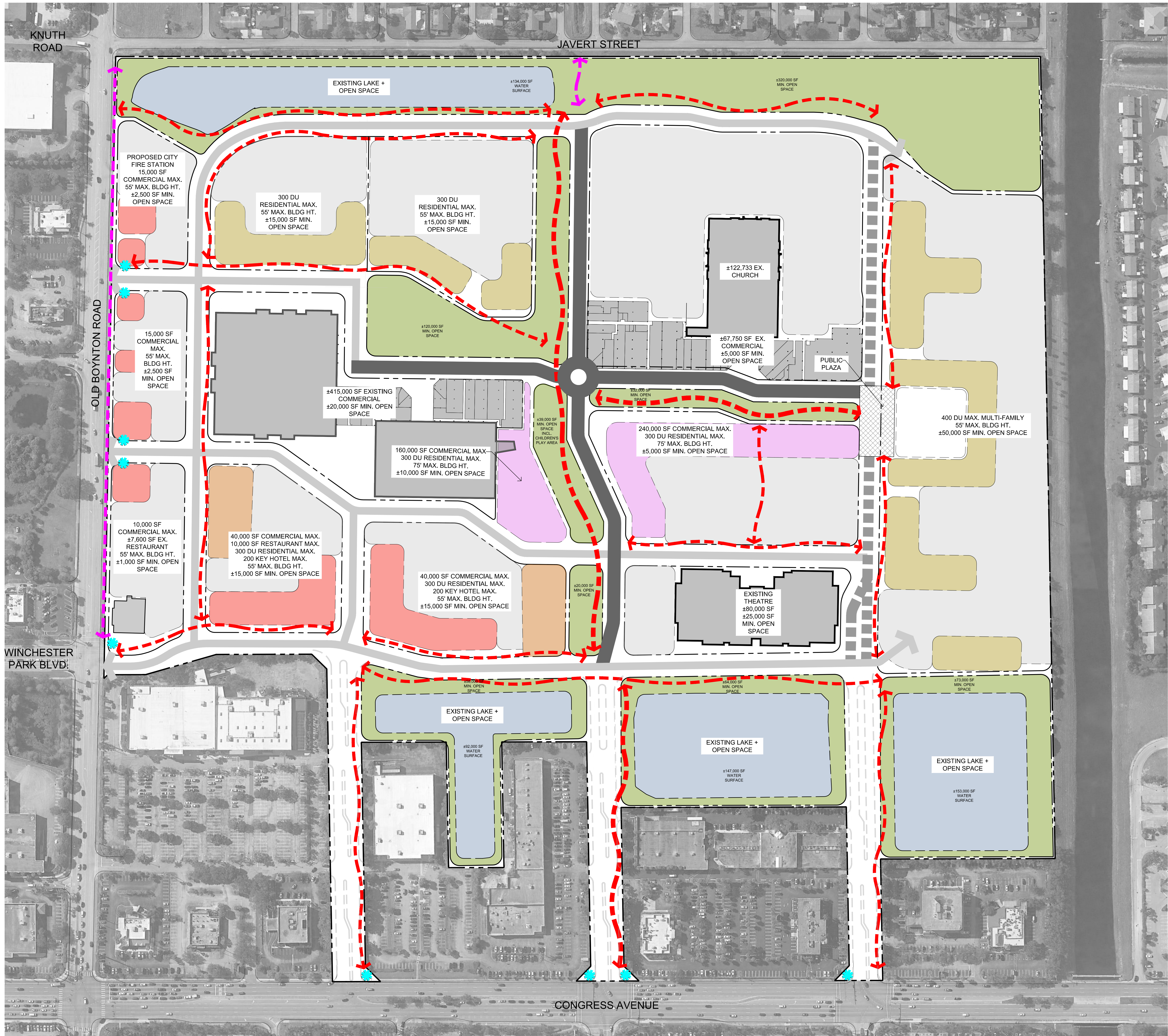
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:



EXISTING CONDITIONS

SHEET NUMBER  
**MP-1**





LEGEND:

- OVERALL PROJECT BOUNDARY
- VEHICULAR MAIN STREET
- VEHICULAR REGULAR STREET
- NORTH PERIMETER VEHICULAR STREET
- PROPOSED PEDESTRIAN CIRCULATION
- EXISTING PEDESTRIAN CIRCULATION
- EXISTING BUILDING TO REMAIN
- MULTI-FAMILY PRIMARY POTENTIAL USE
- COMMERCIAL PRIMARY POTENTIAL USE
- HOTEL PRIMARY USE
- POTENTIAL VERTICAL MIXED USE
- PARKING PRIMARY USE
- OPEN SPACE
- WATER SURFACE (EXIST.)
- PROPOSED GATEWAY SIGNAGE

PROPOSED DEVELOPMENT DATA

**SITE AREA:**  
116.35 AC (±5,068,206 SF)

**REZONING AREA:**  
110.12 AC (±4,845,795 SF)

**EXISTING ZONING:**  
C3 COMMUNITY COMMERCIAL

**PROPOSED ZONING:**  
SMU SUBURBAN MIXED USE

**PROPOSED USES:**  
RESIDENTIAL - 1,420 DU MAX. (12.90 DU/AC)  
HOTEL - 400 KEY MAX.  
SHOPPING CENTER  
628,627 SF  
482,750 SF TO REMAIN / 145,877 SF PROPOSED  
THEATRE  
3,650 SEATS EX. TO REMAIN  
CHURCH  
122,733 SF EX. TO REMAIN  
FITNESS CENTER  
19,883 SF EX. TO REMAIN  
HIGH TURNOVER RESTAURANT  
32,600 SF  
FAST FOOD RESTAURANT  
10,000 SF  
GENERAL OFFICE  
65,000 SF  
MEDICAL OFFICE  
65,000 SF  
EVENTS SPACE  
(TBD)  
OPEN SPACE  
23.27 AC (20%)

NOTES:

- PROPOSED USES NOTED ARE MAXIMUMS BASED ON GROSS BUILDING SQUARE FOOTAGE.
- PARKING MAY BE SHARED BETWEEN USES AND PARCELS AND WILL BE A MIX OF ON-STREET, SURFACE AND STRUCTURED PARKING AS REQUIRED TO MEET MINIMUM PARKING REQUIREMENTS AT TIME OF SITE PLAN SUBMITTAL. NOTED MINIMUM PARKING NUMBERS ARE NOT MEANT TO CONVEY MINIMUM REQUIREMENTS.
- OPEN SPACE IS CALCULATED BASED ON ZONING REQUIREMENTS AND DOES NOT INCLUDE WATER BODIES OR VEHICULAR USE AREAS.
- OPEN SPACE NUMBERS SHOWN ARE MINIMUM. TOTAL OPEN SPACE WILL BE 20% MIN. GROSS FOR THE ENTIRE SITE.
- OPEN SPACE WILL BE IN ACCORDANCE WITH ZONING REQUIREMENTS WITH NO MORE THAN 50% OF THE USABLE OPEN SPACE BEING MADE UP OF HARDSCAPE PLAZA AND PUBLIC GATHERING AREAS.
- ALL PARKING LOTS MUST MEET 2010 LDR, CHAPTER 4, ARTICLE V
- ALL PRIVATE / PUBLIC STREETS MUST MEET 2010 LDR, CHAPTER 4, ARTICLE VIII
- MINIMUM OUTSIDE TURNING RADIUS FOR ALL VEHICULAR AREAS INTENDED FOR EMERGENCY ACCESS OR SOLID WASTE SERVICE SHALL BE 55'.
- PUBLIC PLAZA WILL INCLUDE ON-STREET PARKING.
- GATEWAY SIGNAGE IS TO BE OF CONSISTENT CHARACTER THROUGHOUT THE DEVELOPMENT.
- THIS TABLE REPRESENTS CONCURRENCY APPROVED USES. AN ALTERNATIVE MIX OF USES MAY BE DEVELOPED WITHOUT REQUIRING AN AMENDMENT TO THE MASTER PLAN PROVIDED THAT THE ALTERNATIVE USES GENERATE EQUIVALENT TRAFFIC.
- EXACT SIZE AND LOCATION OF PROPOSED FIRE STATION IS SUBJECT TO CHANGE WITH CITY STAFF APPROVAL. PROPOSED FIRE STATION MAY BE BUILT WITHIN ANY PHASE OF DEVELOPMENT.

BOYNTON BEACH MALL

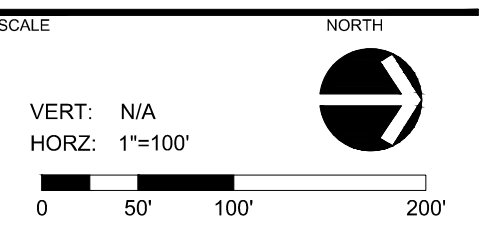
WASHINGTON PRIME GROUP  
801 N. CONGRESS AVE., SUITE 295  
BOYNTON BEACH, FL

1018174

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	PRE-APPLICATION SUBMITTAL	07.24.2019
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4	COMMENT RESPONSE	11.19.2019

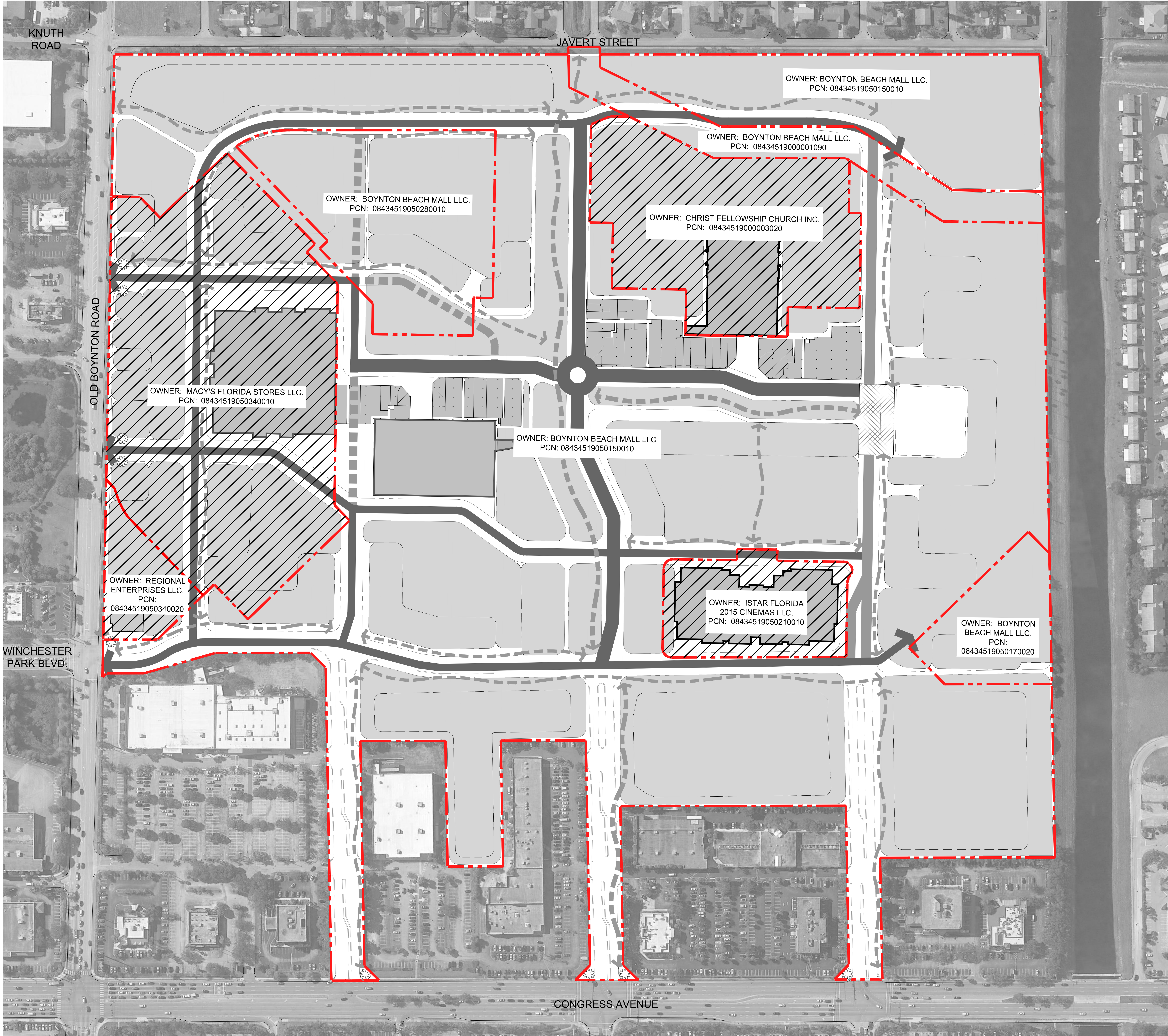
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:



MASTER PLAN

MP-2





- LEGEND:**
- PROPERTY LINE
  - OWNERSHIP: BOYNTON BEACH MALL LLC
  - OWNERSHIP BY OTHERS

REVISION

SEAL

PROJECT

**BOYNTON BEACH MALL**

WASHINGTON PRIME GROUP  
801 N. CONGRESS AVE, SUITE 295  
BOYNTON BEACH, FL

LANDDESIGN PROJECT  
1018174

**REVISION / ISSUANCE**

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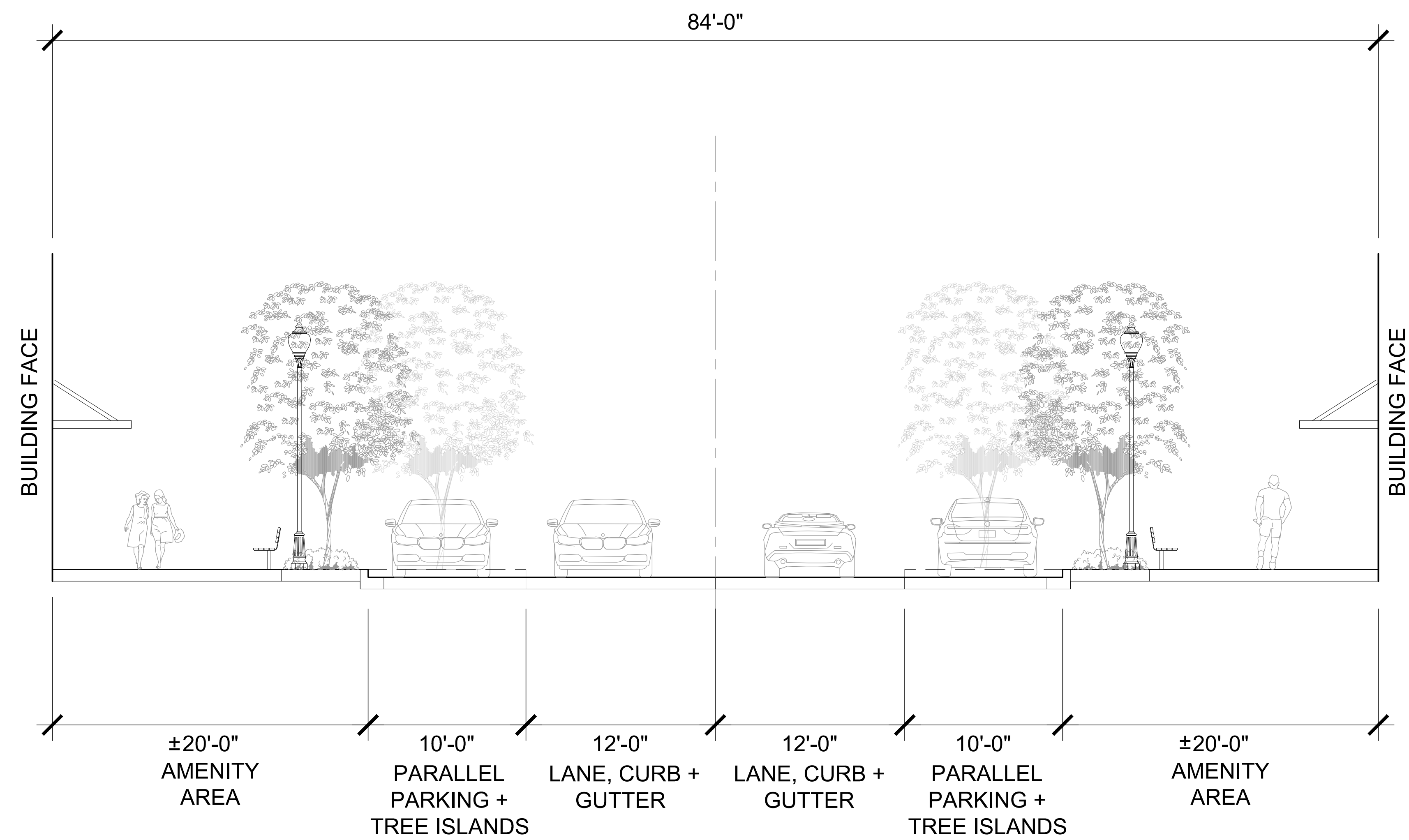
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CHECKED BY:

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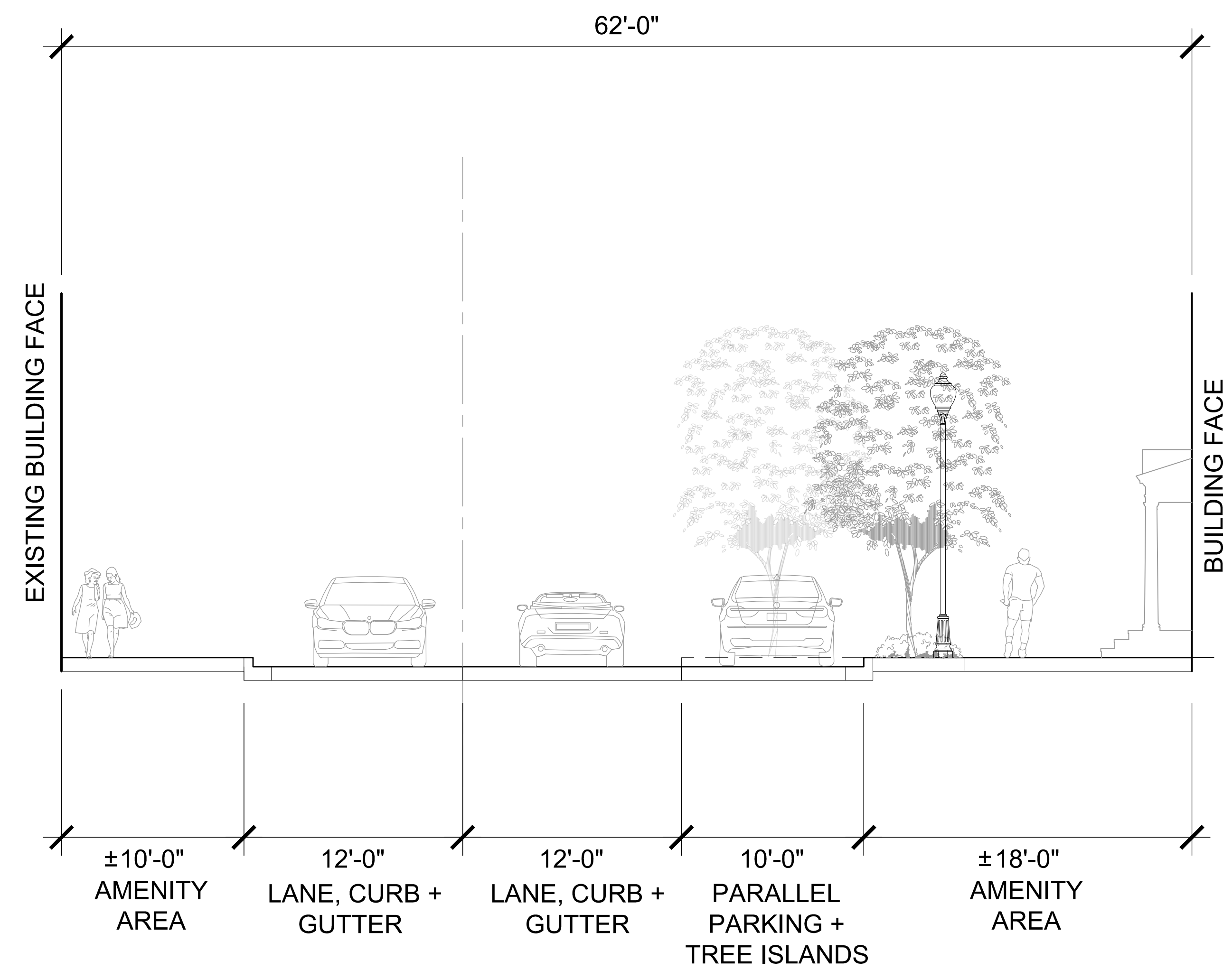
SHEET TITLE  
**PARCEL OVERLAY PLAN**

SHEET NUMBER  
**MP-3**

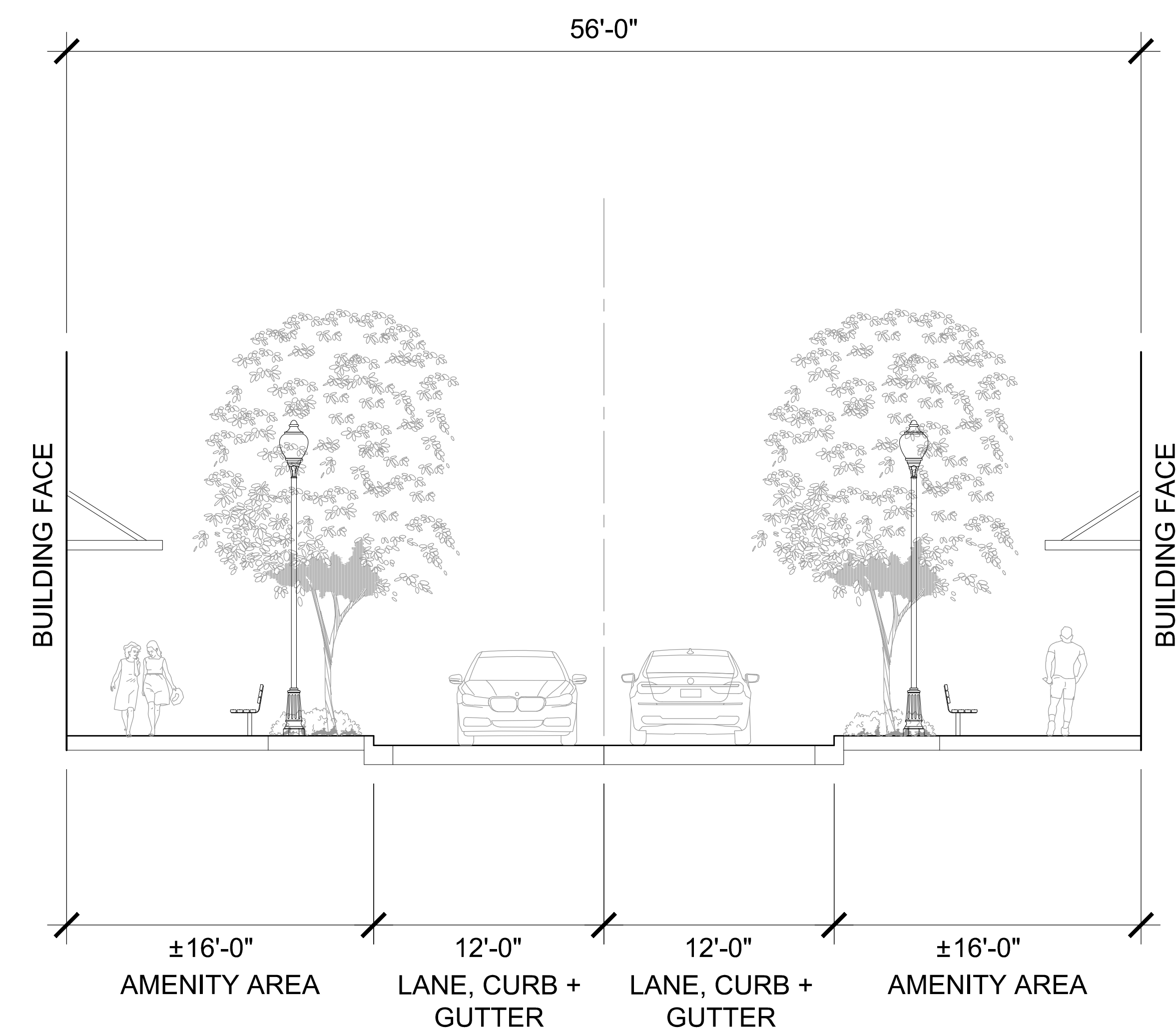




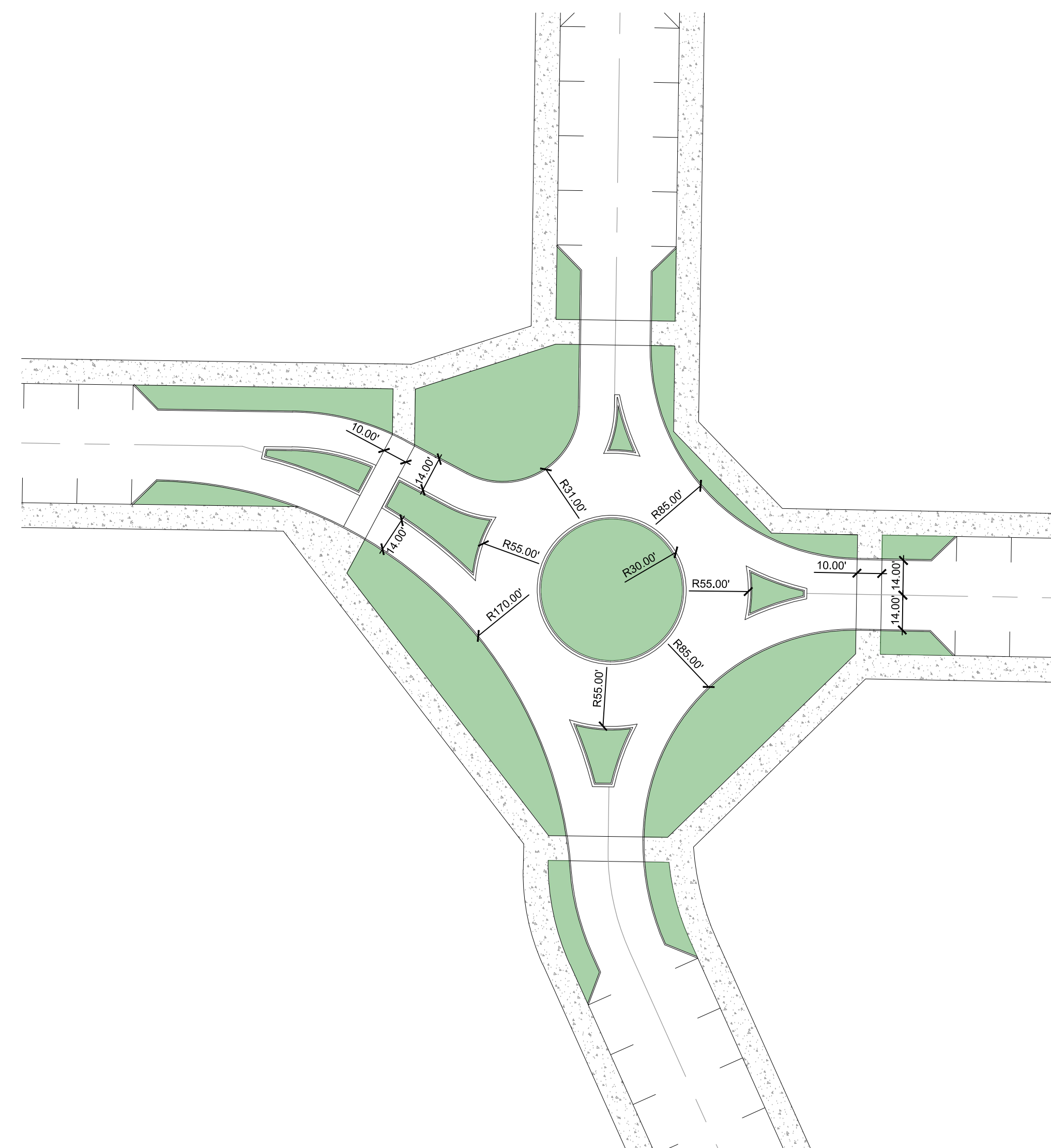
MAIN STREET SECTION



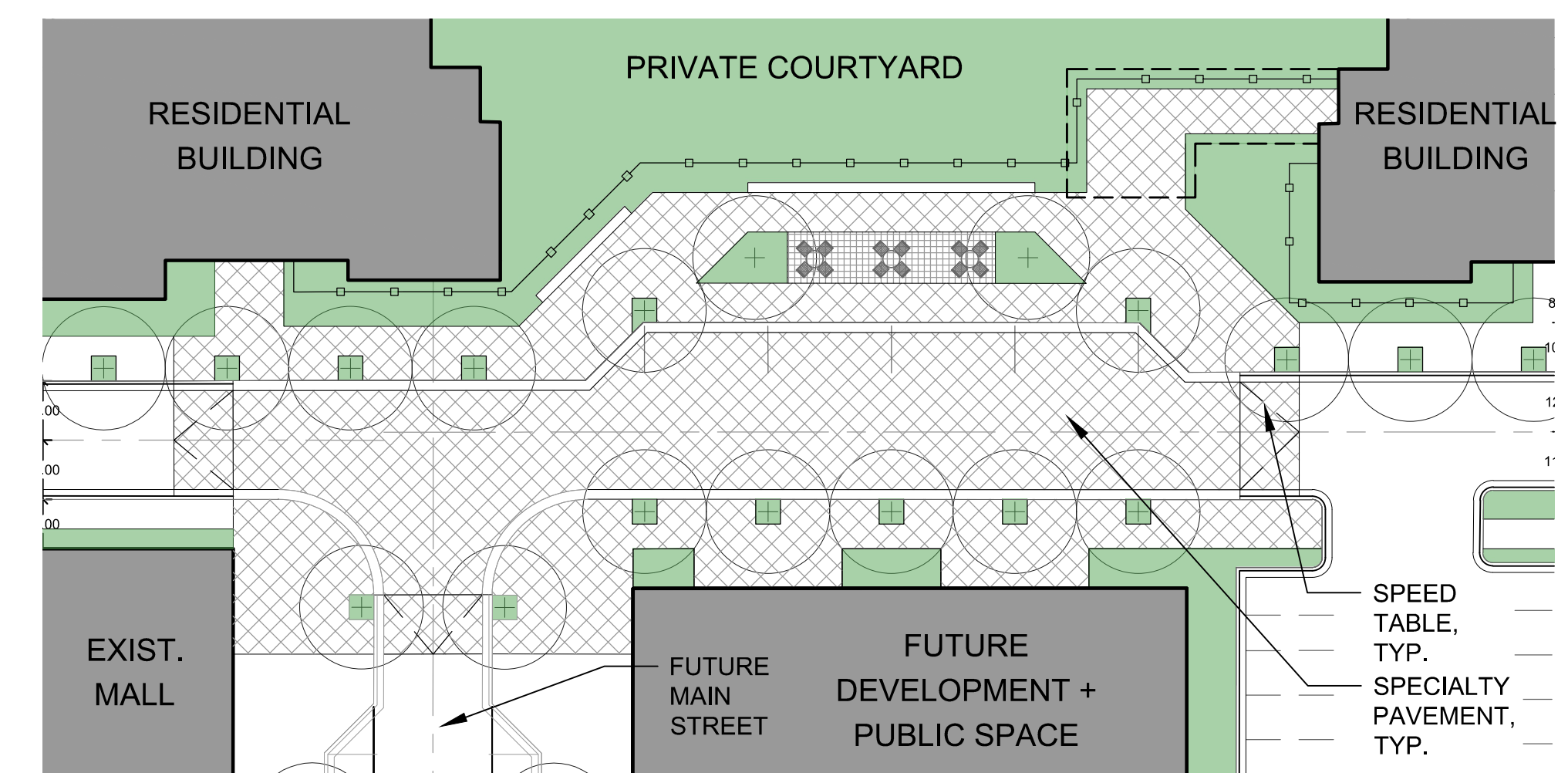
NORTHERN PERIMETER STREET SECTION



TYPICAL STREET SECTION



SOUTHERN ROUNDABOUT DIAGRAM



NORTHERN PUBLIC PLAZA DIAGRAM

- NOTES:
1. SECTIONS ARE TYPICAL AND NOT INDICATIVE OF ALL POTENTIAL CONDITIONS REQUIRED SUCH AS TURN-LANES.
  2. DETAILED ROADWAY SECTIONS WILL BE DEVELOPED AS REQUIRED IN CONJUNCTION WITH SITE PLAN APPLICATIONS.
  3. THE AMENITY AREA WILL REQUIRE STREET TREES AND MIN. 7'-6" SIDEWALK.
  4. THE AMENITY AREA WILL ALLOW FOR THE ENCROACHMENT OF PORCHES, BALCONIES, LANDSCAPING, FENCING ETC.

REVISION

SEAL

PROJECT

BOYNTON BEACH MALL

WASHINGTON PRIME GROUP  
801 N. CONGRESS AVE, SUITE 295  
BOYNTON BEACH, FL

LANDDESIGN PROJECT 1018174

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2	COMMENT RESPONSE	11.05.2019
3	COMMENT RESPONSE	11.19.2019

DESIGNED BY:  
DRAWN BY:  
CHECKED BY:

SCALE NORTH

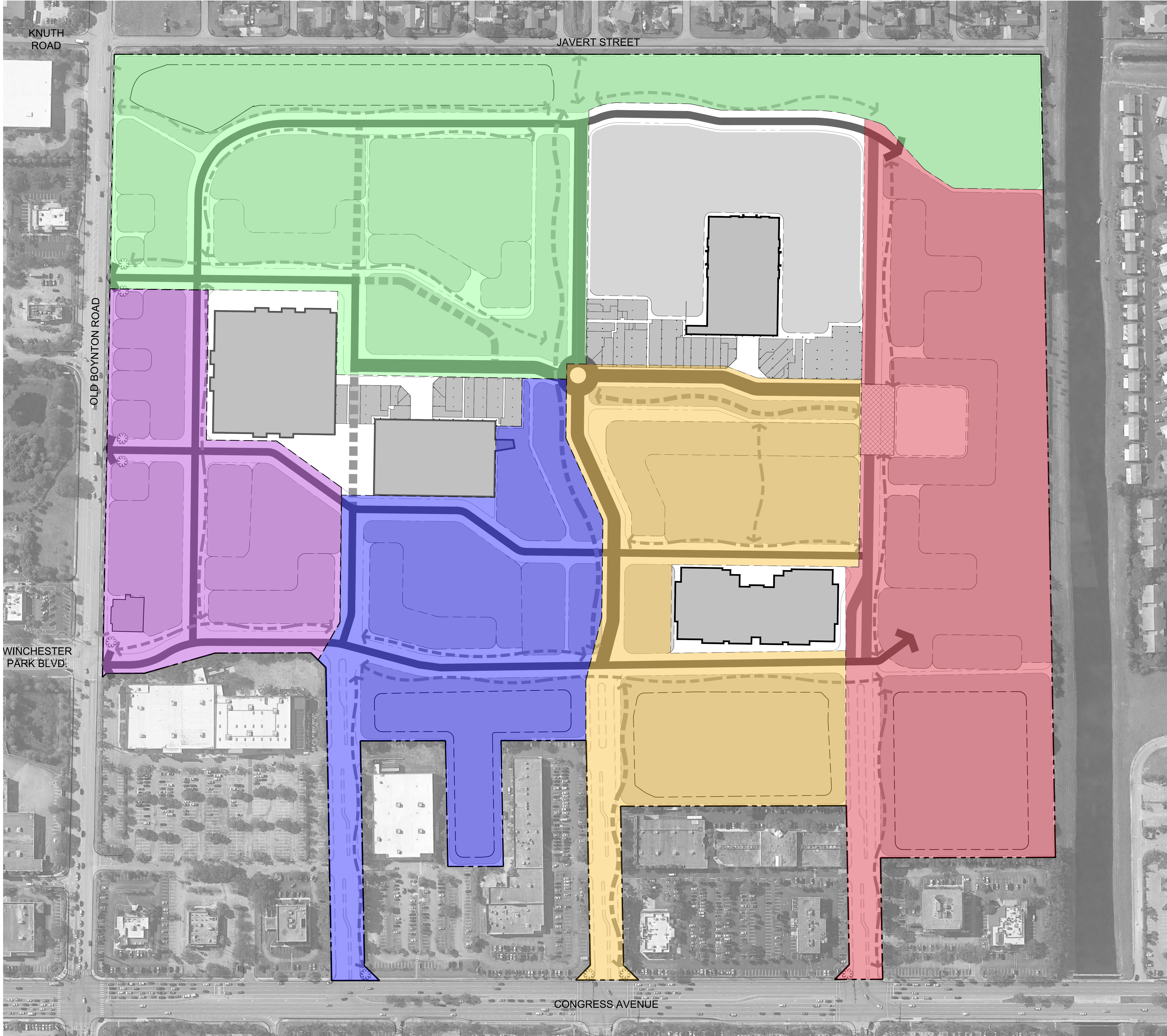
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STREET SECTIONS

SHEET NUMBER

MP-4





- LEGEND:**
- PHASE 1
  - PHASE 2
  - PHASE 3
  - PHASE 4
  - PHASE 5

**NOTE:**  
1. PHASING SHOWN AS PRELIMINARY AND SUBJECT TO CHANGE WITH DEVELOPMENT NEEDS.

REVISED

SEAL

PROJECT

**BOYNTON BEACH MALL**

WASHINGTON PRIME GROUP  
801 N. CONGRESS AVE., SUITE 295  
BOYNTON BEACH, FL

LANDSCAPE PROJECT 1018174

**REVISION / ISSUANCE**

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2	COMMENT RESPONSE	11.05.2019
3	COMMENT RESPONSE	11.19.2019

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CHECKED BY:

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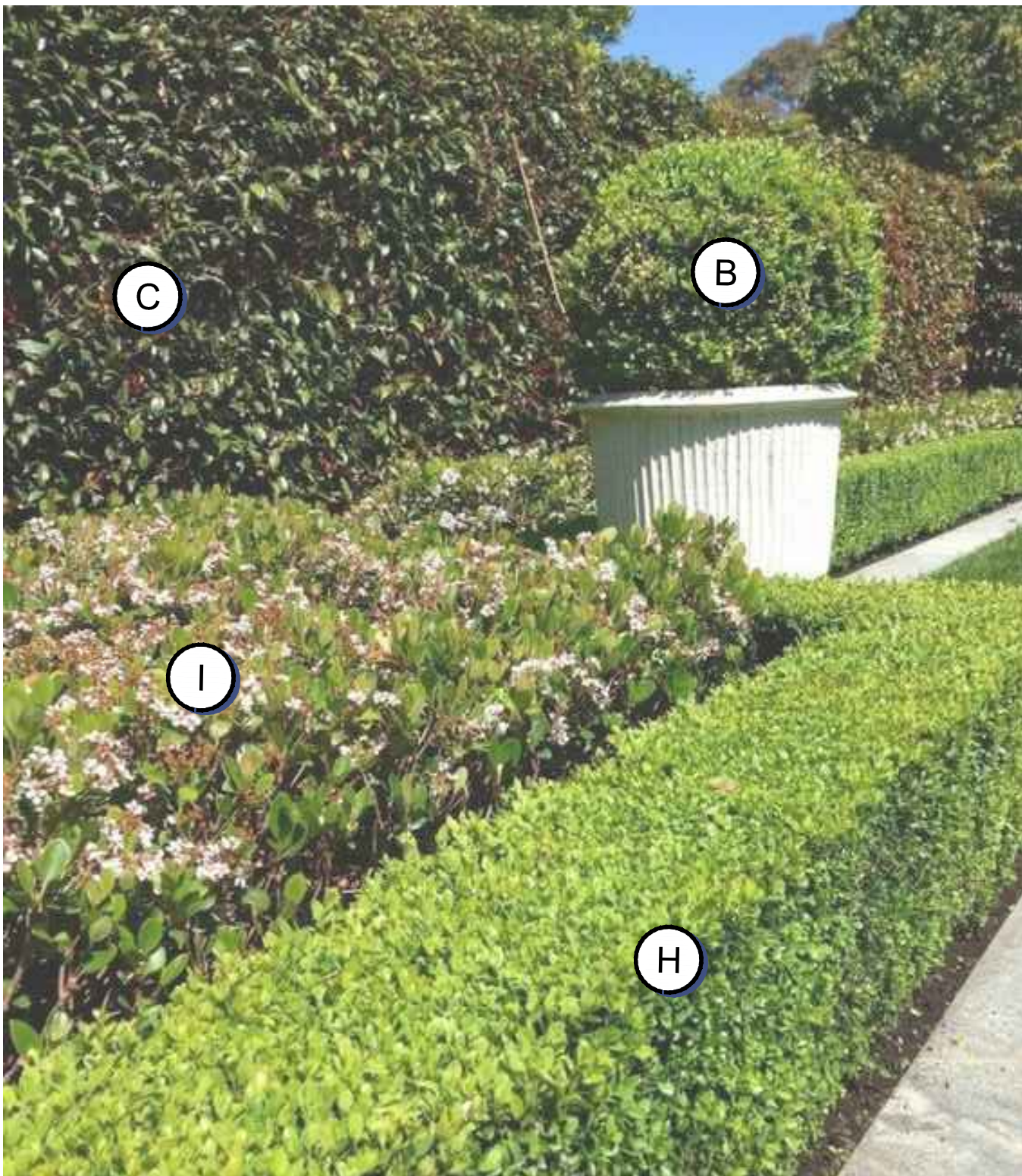
SHEET TITLE  
**PHASING PLAN**

SHEET NUMBER  
**MP-5**





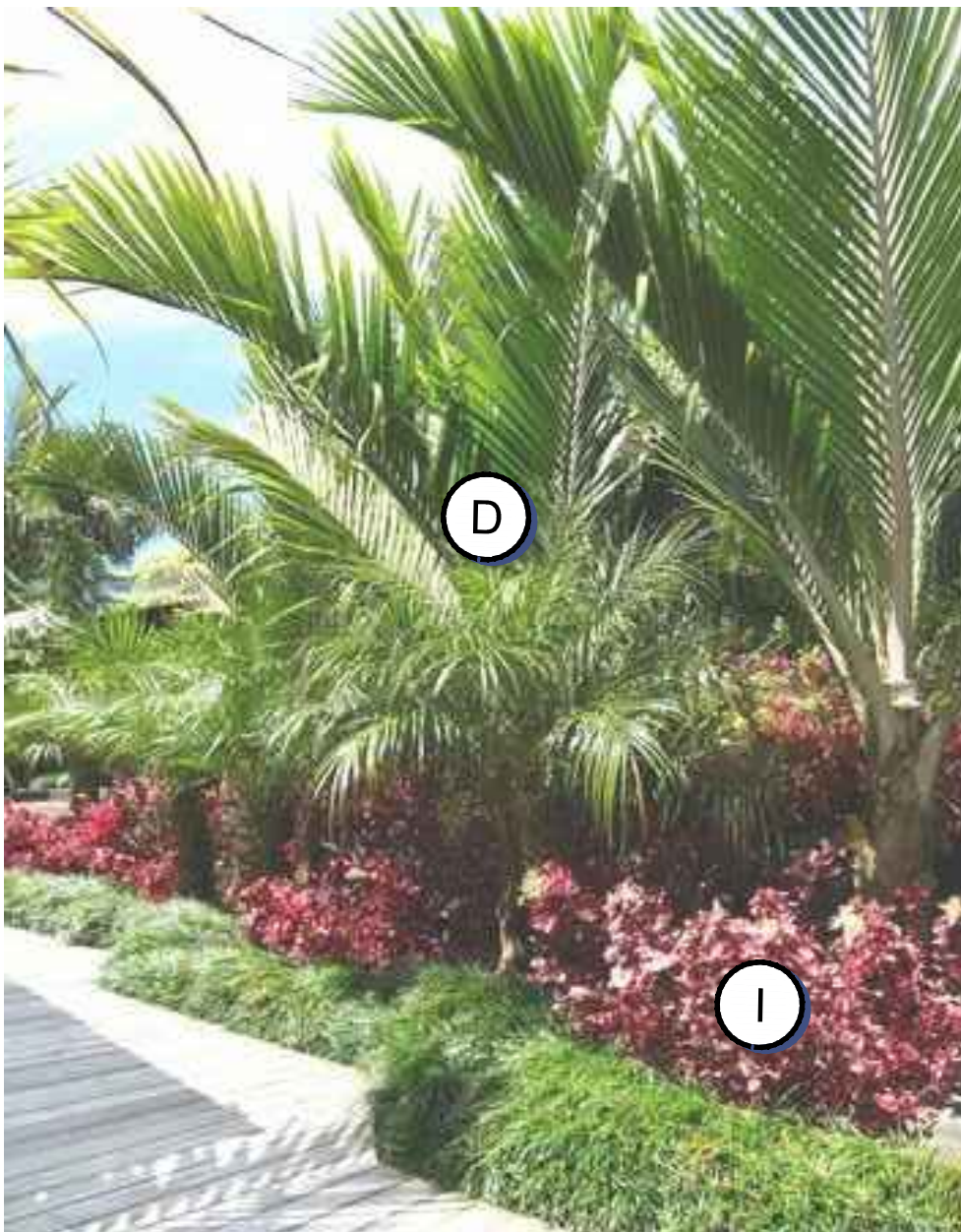
BUILDING FOUNDATION PLANTING



SCREENING PLANTING



STREETSCAPE + PARKING LOT PLANTING



PLANT LAYERING

PLANTING CHARACTER PRINCIPLES:

- A • MIXTURE OF TEXTURES**  
Add visual interest with a variety of colors and textures of plant material and landscape elements.
- B • ACCENTS**  
Use of well-placed accent plants can draw the eye to important features of the space. Accent plants are usually striking because of their shape, color or size.
- C • MASSING**  
Design plant massings that leave lasting impression. Repeat plant species to create cohesive movements and produce visual screens where needed.
- D • VARY HEIGHT**  
Create height variation and hierarchies to provide a sense of depth.
- E • COMPLIMENT ARCHITECTURE**  
Develop planting schemes that highlight key architectural features and tie the building to its site.
- F • NATIVE SPECIES**  
Use low maintenance and drought tolerant plantings with an appropriate mix of native plant materials in the palette.
- G • PROMOTE SHADE**  
Locate vertical elements and preserve existing trees to create shade in, enrich the character of, and add scale to gathering spaces and the landscape.
- H • FRAME SPACES**  
Use thoughtful plantings to create intimate outdoor rooms and ideal views of key features. Plant borders along paths, walkways and public spaces to define hardscape edges.
- I • SEASONAL INTEREST**  
Use of a variety of species in planting areas provides visual interest throughout the year.

APPROVED PLANT SPECIES

TREES:

- *Coccoloba uvifera*\*
- *Podocarpus macrophyllus*\*
- *Cassia fistula*
- *Lagerstroemia indica*
- *Jacaranda mimosifolia*\*
- *Mycianthes fragrans*
- *Bursera simaruba*
- *Magnolia grandiflora*\*
- *Ilex x 'Cona'*
- *Quercus laurifolia*
- *Swietenia mahogany*
- *Tabebuia spp.*

\* INDICATES ACCENT TREE

PALMS:

- *Acoelorrhaphe wrightii*
- *Archontophoenix alexandrae*
- *Dypsis lutescens*
- *Ptychosperma elegans*
- *Thrinax morrisii*
- *Bismarckia nobilis*
- *Cocos nucifera* 'Green Malayan'
- *Wodyetia bifurcata*
- *Rhapis excelsa*
- *Sabal palmetto*
- *Licuala grandis*
- *Roystonea elata*

SHRUBS:

- *Ficus microcarpa*
- *Carissa macrocarpa* 'Tomlinson'
- *Ilex vomitoria*\*
- *Murraya paniculata*
- *Chrysobalanus icaco* 'Horizontalis'
- *Clusia rosea* 'Nana'
- *Philodendron 'Xanadu'*
- *Zamia floridana*
- *Psychotria nervosa*
- *Hamelia patens*
- *Acalypha wilkesiana*
- *Codiaeum variegatum*\*

\* INDICATES SCREENING SHRUB

GROUNDCOVERS:

- *Alternanthera spp.*
- *Dietes iridioides*
- *Asplenium nidus*
- *Liriope spp.*
- *Trachelospermum asiaticum*
- *Nephrolepis exalta*
- *Microsorium scolopenderia*
- *Arachis repens*
- *Aspidistra elatior*
- *Pennisetum setaceum*
- *Arachis glabrata*
- *Dianella tasmanica*

ACCENTS:

- *Bougainvillea glabra*
- *Colocasia spp.*
- *Alocasia spp.*
- *Cordyline fruticosa*
- *Ficus pumila*
- *Howea forsteriana*
- *Monstera deliciosa*
- *Petrea volubilis*
- *Sansevieria trifasciata*
- *Yucca gloriosa*
- *Strelitzia nicolai*
- *Pennisetum setaceum*

NOTES:

1. THE PLANT PALETTE IS NOT EXCLUSIVE BUT IS MEANT TO CONVEY A GENERAL TONE AND CHARACTER. ADDITIONAL SPECIES MAY BE UTILIZED THROUGHOUT THE DEVELOPMENT.

REVISED

SEAL

PROJECT

BOYNTON BEACH MALL

WASHINGTON PRIME GROUP  
801 N. CONGRESS AVE, SUITE 295  
BOYNTON BEACH, FL

LANDSCAPE PROJECT 1018174

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	PRE-APPLICATION SUBMITTAL	07.24.2019
1	REZONING / MASTER PLAN APPLICATION	08.09.2019
2	COMMENT RESPONSE	11.05.2019
3	COMMENT RESPONSE	11.19.2019

DESIGNED BY:  
DRAWN BY:  
CHECKED BY:

SCALE: HORIZ: VERT: N/A

SHEET TITLE

PLANT PALETTE

SHEET NUMBER

MP-6



## EXHIBIT "D"

### Conditions of Approval

Project Name: Boynton Beach Mall  
File number: MPMD 19-004  
Reference: 3<sup>rd</sup> review plans identified as a Master Plan Modification with a November 19, 2019 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
<b>ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES</b>		
Comments: None		
<b>FIRE</b>		
Comments: None		
<b>POLICE</b>		
Comments: None		
<b>BUILDING DIVISION</b>		
Comments: None		
<b>PARKS AND RECREATION</b>		
Comments: None		
<b>PLANNING AND ZONING</b>		
Comments:		
1. A traffic approval letter from Palm Beach County Traffic Engineering is required prior to final approval of the Rezoning and Master Plan amendment. Should the approval letter require changes to the Master Plan, no permits shall be issued until those changes have been completed and approved by staff.	X	
2. A school concurrency approval letter is required prior to final approval of the Rezoning and Master Plan amendment.	X	



DEPARTMENTS	INCLUDE	REJECT
3. The maximum square footage allowances depicted for the individual use types as outlined within the Traffic Study will be the limiting factor relative to the density and intensity of proposed uses depicted on the Master Plan.	X	
4. The Plant Palette depicted on Sheet MP-6 is representative and not comprehensive, and may be altered as a result of further staff review and comment as individual projects are reviewed.	X	
5. Parking details will be reviewed within the individual phase approvals and as part of any Shared Parking Study submitted in the future.	X	
6. An update to the Master Sign Program for the Mall will be required before any permanent sign permits are issued.	X	
7. Further Departmental reviews and comments will be provided during the analysis of site plan submittals associated with each phase.	X	
8. It is the applicant's responsibility to ensure that the application requests are publicly advertised in accordance with Ordinance 04-007 and Ordinance 05-004 and an affidavit provided to the City Clerk	X	
<b>COMMUNITY REDEVELOPMENT AGENCY</b>		
Comments: N/A		
<b>PLANNING &amp; DEVELOPMENT BOARD CONDITIONS</b>		
Comments: None		
<b>CITY COMMISSION CONDITIONS</b>		
Comments: To be determined.		
<b>ADDITIONAL REPRESENTATIONS / COMMITMENTS</b>		
_____		
_____		
_____		

**DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE  
CITY OF BOYNTON BEACH, FLORIDA**

PROJECT NAME: Boynton Beach Mall (MPMD 19-004)

APPLICANT: Bonnie Miskel, Esq., Dunay, Miskel and Bachman, LLP

APPLICANT'S ADDRESS: 14 SE 4<sup>th</sup> Street, Suite 36, Boca Raton, FL 33432

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: January 21, 2020

APPROVAL SOUGHT: Request for Master Plan Modification for the Boynton Beach Mall consisting of retail, residential, hotel, restaurant and office uses in conjunction with existing church, fitness center and movie theater uses, in the SMU (Suburban Mixed Use) zoning district.

LOCATION OF PROPERTY: 801 N. Congress Avenue

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

\_\_\_\_\_ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant  
    \_\_\_ HAS  
    \_\_\_ HAS NOT  
  
    established by substantial competent evidence a basis for the approval requested.
3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "D" with notation "Included."
4. The Applicant's request is hereby  
    \_\_\_ GRANTED subject to the conditions referenced in paragraph 3 above.  
    \_\_\_ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other: \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

DATED: \_\_\_\_\_ City Clerk



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED ORDINANCE NO. 20-001 - SECOND READING** - Approve revisions to the Workforce Housing Program (CDRV 19-008) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 1. General Administration, Article II. Definitions, and Article V. Housing Initiatives, Section 2. Workforce Housing Program. Applicant: City-initiated.

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**EXPLANATION OF REQUEST:**

The present version of the Workforce Housing ordinance was approved on September 19, 2017, a result of a conversion of the former mandatory inclusionary zoning program into a voluntary density and height bonus program. Neither has ever been utilized. It is staff's opinion that, given the high level of development activity in the city, the proposed revisions are likely to stimulate the private sector's interest in the density bonus offered in exchange for participation in the program.

Currently, the limited interest stems partly from its restricted geographic applicability: only projects located in the Downtown Transit-Oriented Development District (DTODD) can participate in the program. The key proposed change expands applicability city-wide: projects with Mixed Use High, Medium, and Low as well as Special High Density future land use classifications would be eligible in all areas where such classifications are allowed. Moreover, the program would now offer density bonus—also city-wide—to developments implementing affordable housing programs with 100% affordable units, in all future land use classifications except Low Density Residential.

Other proposed revisions include:

- Changing the source of income data for income eligibility determination, from the Boynton Beach Median Household Income from the American Community Survey to the Area Median Income (AMI) for the Palm Beach County as provided annually by the Department of Housing and Urban Development. The latter is commonly used in most housing programs.
- Increasing the fee-in lieu amounts for both for-sale and for rent units. The higher fees are intended to encourage construction of units. To further incentivize construction, the amendment proposes to increase the percentage of set-aside units designated to be workforce housing as a base for in-lieu fee if the payment option is selected.

The proposed revisions constitute a first step in the work plan of the staff's Housing Work Group. The longer-term approach is a comprehensive review of the Land Development Regulations that could potentially support attainable housing. Such regulations will include minimum lot sizes and non-conforming lots, minimum living area, accessory dwelling units, and parking requirements.

The Planning & Development Board reviewed this request at its December 9th meeting and forwards it with a recommendation of approval.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** No impact on programs or services

**FISCAL IMPACT:** Potential increase of the future tax base

**ALTERNATIVES:** No alternative recommendations

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

The request is consistent with the Project 2.7 (Housing Resource Improvement Strategies) and Project 2.12 (Attainable Housing Development, Regulations) in the Strategic Plan.

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

Draft Climate Action Plan, Greenhouse Gas Emissions Reduction Strategies: Community Emissions: Transportation & Land Use

**C-1.1: Compact and Mixed Use Development**

Increasing density lowers greenhouse gas emissions from the transportation sector.

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Ordinance	Ordinance amending Workforce Housing Program
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Exhibit	EXHIBIT A. Definitions
<input type="checkbox"/> Exhibit	EXHIBIT B. Proposed Revisions to LDR

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**WHEREAS**, the Workforce Housing Program was most recently revised on September 19, 2017 as a result of a conversion of the former mandatory inclusionary zoning program into a voluntary density and height bonus program; and

**WHEREAS**, since neither has ever been utilized, staff is of the opinion that the proposed revisions will likely stimulate private sector's interest in the density bonus offered in exchange for participation in the program; and

**WHEREAS**, the current limited interest stems partly from its restricted geographical applicability as only projects located in the Downtown Transit-Oriented Development District can participate in the program and the key proposed change herein expands applicability city-wide; and

**WHEREAS**, the City Commission has considered the recommendations and has determined and finds that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the amendments to the Land Development Regulations Workforce Housing Program as contained herein.

**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.** The Land Development Regulations of the City of Boynton Beach

29 Code of Ordinances, Chapter 1, Article II, Definitions is hereby amended as follows:

30 Chapter I, Article II, Definitions.

31 **DEED RESTRICTION** — ~~Each~~All for sale workforce housing units created under the  
32 Workforce Housing pProgram shall be deed restricted for fifteen (15) years~~;~~, recurring. All  
33 rental workforce units created under the program shall be deed restricted for fifteen (15) years,  
34 non-recurring. The deed restriction shall be recorded and serve to restrict the sales or rental  
35 price and/or the income of the purchaser or renter.

36  
37 **ELIGIBLE OCCUPANT** - Relative to the ~~w~~Workforce ~~h~~Housing ~~p~~Program contained in  
38 these Regulations, it is a person who ~~qualifies for participation~~meets income requirements of  
39 ~~in the program, whose income does not exceed one hundred twenty percent (120%) of median~~  
40 ~~household income for the City of Boynton Beach.~~ Priority will be given to persons who have  
41 lived or worked within the city limits of Boynton Beach continually for one (1) year  
42 immediately prior to the date of application for a workforce housing unit.

43  
44 **LOW INCOME HOUSEHOLD** - Under the ~~w~~Workforce ~~h~~Housing ~~p~~Program provisions  
45 of these regulations, it is a household with a gross, combined income ~~below~~between sixty  
46 percent (60%) and eighty percent (80%) of the ~~City of Boynton Beach median household~~  
47 ~~income~~Area Median Income (AMI) for Palm Beach County, published annually by the  
48 Department of Housing and Urban Development (HUD).

49  
50 **MODERATE INCOME HOUSEHOLD** - Under the ~~w~~Workforce ~~h~~Housing ~~p~~Program  
51 provisions of these regulations, it is a household with a gross, combined income between  
52 eighty percent (80%) and one hundred twenty percent (120%) of the ~~City of Boynton Beach~~  
53 ~~median household income~~ Area Median Income (AMI) for Palm Beach County, published  
54 annually by the Department of Housing and Urban Development (HUD).

55 **RESTRICTIVE COVENANT AND AGREEMENT** - The covenants that govern the initial  
56 sale and rental and subsequent resale and releasing of workforce housing units created under  
57 the ~~w~~Workforce ~~h~~Housing ~~p~~Program. The term of the restrictive covenant and agreement is  
58 fifteen (15) years, recurring, for sale units and fifteen (15) years for rental units, non-recurring.

59 **Section 3.** The Land Development Regulations of the City of Boynton Beach

60 Code of Ordinances, Chapter 1, Article V, Section 2, “Workforce Housing Program” is hereby  
61 amended as follows:

62 **ARTICLE V. HOUSING INITIATIVES**

63

64 **Sec. 2. Workforce Housing Program.**

65

66

67 A. Findings.

68 1. Housing Cost/Wage Gap. The City Commission recognizes that there is  
69 a growing gap between housing costs and wages in the city;  
70

71 ~~—1. Housing Shortage. The City Commission having conducted a Housing~~  
72 ~~Assessment Study~~  
73 ~~(Attachment A) has determined that new home prices and rents are not~~  
74 ~~affordable to the everyday working families and citizens of the city;~~  
75

76 2. Florida Statutes. F.S. § 166.04151 provides that a municipality may  
77 adopt and maintain any ordinance that is adopted for the purpose of increasing  
78 the supply of workforce housing using land use mechanisms not withstanding  
79 any other provision of law;

80  
81 ~~—3. Housing Cost/Wage Gap. The City Commission recognizes that there is~~  
82 ~~a growing gap between housing costs and wages in the city;~~  
83

84 34. Public Interest. The City of Boynton Beach has a legitimate public  
85 interest in preserving the character and quality of neighborhoods that require  
86 assuring the availability of workforce housing for low and moderate income  
87 persons in the city;  
88

89 45. Sense of Community. The city recognizes that the need to provide  
90 workforce housing is critical to maintaining a diversified and sustainable city  
91 having the character and sense of community where people can live and work in  
92 the same area; and  
93

94 56. Housing Availability. The city is encouraging the production and  
95 availability of workforce housing and at the same time is cognizant that  
96 escalating land costs and rapidly diminishing amounts of land hinder the  
97 provision of sufficient workforce dwelling units by the private sector.  
98

99 B. *Applicability.* The program is voluntary. Developers who choose to  
100 participate may be awarded incentives outlined further in this article. The  
101 following regulations shall apply ~~only~~ to development applications for projects  
102 ~~eligible for the Downtown Transit-Oriented Development~~  
103 ~~District's (DTOD's) density increase of twenty-five percent (25%~~  
104 ~~), with an the following underlying future land use categories: the density in~~  
105 ~~excess of fifteen (15) dwelling units per acre.~~  
106

107 1. Projects with Mixed Use High, Mixed Use Medium, Mixed Use Low and  
108 Special High Density future land use classifications are eligible for the program  
109 citywide in areas where such classifications are allowed.

110 2. Projects implementing recognized affordable housing programs with  
111 100% affordable units are eligible citywide in all future land use classifications  
112 except Low Density Residential.  
113  
114

115 C. *Provisions.* The developer may elect to obtain ~~higher density as part of~~  
116 ~~the DTODD's 25%~~ a density bonus and/or a height bonus through the



construction of the workforce units on-site or off-site, monetary contribution, donation of land or purchase of units to be designated as workforce, subject to the limits and requirements of this article.

*I. Construction of workforce units on-site:*

1. To be eligible for the requested ~~higher density as part of the DTODD's (25%)~~ density bonus through the construction of workforce units on-site, the developer must incorporate such units into the development as follows:

a. Projects located within the Downtown Transit Oriented Development District (DTODD) using ~~DTODD the~~ density bonus of up to 25% alone or in conjunction with the height bonus of one (1) additional story (up to a maximum of 12 feet) shall designate a minimum of ten-fifteen percent (~~10~~5%) of the total proposed units as workforce housing units.

b. Projects located within the DTODD in the Boynton Beach Boulevard Overlay with the Mixed Use Medium or Mixed Use High future land use classifications may use the density bonus of up to 25% in conjunction with the height bonus or the height bonus alone; ~~such the height~~ bonus can include two (2) additional stories (up to a maximum of 24 feet). ~~and shall only be granted to projects located in the Cultural or Boynton Beach Boulevard district.~~ Projects using the maximum height bonus shall designate ~~ing a minimum of~~ twenty percent (20%) of the total proposed units as workforce housing units.

c. Projects located outside of DTODD with Mix Use Medium, Mixed Use Low or Special High Density Residential future land use classifications are eligible for a density bonus for up to 25%. Such projects shall designate a minimum of ten percent (10%) of the total proposed units as workforce housing units. Properties of three (3) or more acres are also eligible for a height bonus of one (1) additional story (up to a maximum of 12 feet).

d. Projects with 100% affordable units outside of the DTODD with Medium or High Density Residential future land use classifications are eligible for a density bonus of up to 25%.

ee. Eligible land use classifications and zoning districts (Table 1-2).

Land Use Classification	Zoning Districts
<u>Medium Density Residential*</u>	<u>R-2, R-3 and PUD</u>
<u>High Density Residential*</u>	<u>IPUD and PUD</u>

<a href="#">Special High Density Residential</a>	<a href="#">IPUD and PUD</a>
Mixed Use Low	MU-1 <a href="#">and SMU</a>
Mixed Use Medium	MU-2 and MU-3
Mixed Use High	MU-4 and MU-Core

[\\*Applicable only to projects with 100% affordable units.](#)

2. Household (Income) Type. Twenty-five percent (25%) of the total required workforce housing units shall be set aside for low-income households. Seventy-five percent (75%) of the total required workforce housing units shall be set aside for moderate-income households.

3. Fractions. If the number of workforce housing units results in a fractional remainder greater than one-half (0.50), the number shall be rounded up. If the required number of workforce housing units results in a fractional number less than one-half (0.50), the number shall be rounded down.

4. Number of Units. The workforce housing units provided shall have the same percentage of unit types as market rate units within the development. The unit types include the category of structure (single-family detached and attached, multifamily), for rent versus for sale units, and the number of bedrooms. Relief from this provision may be granted if the intended purpose is to address particular needs of the community, substantiated by the provided data/analysis.

5. Staff Approval. At the time of application for land use amendment and rezoning, the project must be reviewed and signed off by the Community Improvement Division of the city as part of the site plan approval process for compliance with affordability guidelines and number of units qualifying as workforce.

6. Site Plan. The site plan shall clearly identify the location of workforce housing units. Additionally, tabular data must be included on the site plan showing the address or unit number, total number of units, number of bedrooms of workforce housing units and the targeted income levels. This shall be included with the market rate data.

7 Sale Restrictions. Workforce housing units shall be regulated in terms of:

- Initial sales price or rent levels; and
- Subsequent resale prices or leasing rates.
- If compliance with a land development standard would preclude construction of a residential or mixed use development in which workforce housing units are included, pursuant to this chapter, the applicant may submit a proposal for waiver or reduction of the development standard. The applicant shall show that the

waiver or reduction of the development standard is necessary to make the workforce housing units economically feasible and that such a waiver will not compromise any of the city's life or safety standards.

8. Recording the Restrictive Covenant. Prior to the issuance of any building permit, the restrictive covenant and agreement shall be recorded in the public records of Palm Beach County. The term of the restrictive covenant shall be fifteen (15) years, recurring. A copy of the recorded covenant and agreement shall be provided to the city prior to the issuance of the building permit.

II. In-Lieu and off-site options. ~~The following options in lieu of construction of workforce unit on site will be based on the number of units as indicated in sections C.I.a/b and C.I.3 above.~~

1. To encourage construction of workforce units, the number of units for which the payment in- lieu can be collected shall increase from ten percent (10%), fifteen percent (15%) and twenty percent (20%) as indicated in sections C.I.1.c, C.I.1.a, and C.I.1.b, respectively, to fifteen percent (15%), twenty percent (20%), and twenty five percent (25%) of the total proposed units.

24. Payment In-Lieu (Table 1-3). Contributions per unit listed in the table below shall accrue to the Boynton Beach Housing Trust to be utilized to subsidize the creation of workforce housing within the city. In-lieu of fees shall be paid in full prior to the issuance of building permit.

Payment In Lieu of Construction of Workforce Housing Units (per unit)	
For-sale unit	<del>\$39,293</del> <u>\$82,986</u>
For rent units	<del>\$18,380</del> <u>\$36,760</u>

Note: Payment-in-lieu amounts shall be revised every two (2) years, based on (i) median single-family home sale price for Palm Beach County provided by Realtors' Association of the Palm Beaches, and (ii) average monthly apartment rent for the Boynton Beach market provided by Reinhold P. Wolff Economic Research, Inc.

32. Donation of Land. The value of the land shall equal or exceed the total "in-lieu of" fee for all workforce units or shall be of sufficient size to develop the same number of units. The value of the donated land must be verified by a MAI appraisal no more than three (3) months old. The appraisal shall be obtained by developer at developer's cost to verify the value of donated land. The land shall be deeded to the city prior to the issuance of a final certificate of occupancy for the development.

43. Off-Site Construction. The workforce housing units may be built off-site, provided they are constructed within the City limits. All off-site workforce housing

units shall comply with all sections of these Regulations.

54. Purchase Market Rate Units. Purchase an equivalent number of existing market rate units to be deeded to the city or sold to eligible households. Such units shall be deed restricted to comply with the Workforce Housing Ordinance. The developer may retain the title to off-site units subject to recordation of a city approved deed restriction.

D. The following requirements shall apply to built or purchased workforce units: I. *Rental Housing Units.*

1. Recording of the Restrictive Covenant. A restrictive covenant shall be recorded in the public records specifying the income level served, rent levels, reporting requirement and all restrictions applicable to the workforce housing units. All leases on workforce housing units shall contain language incorporating the restrictive covenant applicable to the workforce housing units and shall reference the recorded restrictive covenant. The restrictive covenant shall remain in force for fifteen (15) years.

2. Rental Rates.

a. Units targeted to low income households at sixty percent (60%) to eighty percent (80%) of the AMI of the City of Boynton Beach median household income shall not have rental rates that exceed one hundred percent (100%) of the HUD determined fair market rent for the area.

b. Units targeted to moderate income households at eighty percent (80%) to the one hundred twenty percent (120%) of the AMI the City of Boynton Beach median household income shall not exceed one hundred percent (100%) of the HUD determined fair market rent for the area.

3. Tenant Income Qualification. Tenant income qualification records shall be maintained on-site and a yearly report shall be forwarded to the Community Improvement Division of the City of Boynton Beach for compliance determination.

II. *For-Sale Housing Units.*

1. Restrictive Covenant. All deeds shall include the restrictive covenant applicable to workforce housing units. All sales contracts shall state that the unit is part of a workforce housing program and subject to the Land Development Regulations of the city. The restrictive covenant shall remain in force for fifteen (15) years, recurring. The form of deed for workforce housing units shall be approved by the City Attorney.

2. Resale. The restrictive covenants shall state that during the affordability term, the resale of a workforce housing unit shall be subject to the following resale requirements.

a. All workforce housing unit owners shall notify the city immediately that the unit is for sale. The city shall have first right of refusal to purchase the unit.

302 Upon receipt of notice that a valid offer has been made on the unit, the city shall  
303 have fifteen (15) days to invoke its right of refusal to purchase the units.  
304

305 b. All workforce housing units are to be resold only to low or moderate  
306 income qualified households at an attainable housing cost for each targeted  
307 income range.  
308

309 3. Required Occupancy. Purchasers of workforce housing units shall be  
310 required to occupy the unit.  
311

312 4. Closing Costs. No charges or fees shall be imposed by the seller on the  
313 purchaser of a workforce housing unit which is in addition to or more than charges  
314 imposed upon purchasers of market rate units, except for administrative fees  
315 charged by the city/CRA, or their designee.  
316

317 5. Sales Price Calculations. Sales prices for workforce housing units will be  
318 calculated on the basis of:  
319

320 a. An available fixed-rate thirty (30)-year mortgage, consistent with a  
321 "blended rate" for Palm Beach County banks, and/or the Florida Housing Finance  
322 Authority. A lower rate may be used in calculating workforce housing prices if the  
323 developer can guarantee the availability of fixed-rate thirty (30)-year mortgage at  
324 this lower rate for all workforce housing units required for the covered project;  
325

326 b. A down payment of no more than ten percent (10%) (including any  
327 down payment assistance provided by SHIP or other sources) of the purchase  
328 price;  
329

330 c. A calculation of property taxes; and  
331

332 d. A calculation of homeowner insurance, mortgage insurance,  
333 homeowner association fees, property management fees and other closing costs.  
334

335 6. Compliance. Prior to request for final certificate of occupancy for the  
336 development, the developer shall provide to the city's Community Improvement  
337 Department, or designee, documentation sufficient to demonstrate compliance  
338 with the workforce housing program. Such documentation shall include but is not  
339 limited to information regarding the identity and income qualification  
340 documentation for all occupants of the workforce housing units, proof of  
341 recordation of restrictive covenant in approved form.  
342

343 7. Resale Requirements. To maintain the availability of workforce housing  
344 units which may be constructed or substantially rehabilitated pursuant to the  
345 requirements of this program, the following resale conditions shall be imposed on  
346 the workforce housing units and included in the deed and restrictive covenant  
347 recorded in the Public Records of Palm Beach County:  
348

349 a. Location of Units. All workforce housing units constructed or substantially  
350 rehabilitated under this program shall be situated within the development so as not  
351 to be in less desirable locations than market-rate units in the development and  
352 shall, on average, be no less accessible to public amenities, such as open space, as  
353 the market-rate units.  
354

b Integration. Workforce housing units within a development shall be integrated with the rest of the development and shall be compatible in exterior design and appearance, construction, and contain comparable HV/AC systems as market rate units.

c. Construction Phasing. The construction schedule for workforce housing units shall be consistent with or precede the construction of market rate units. All workforce housing units must be deeded to the City, deed-restricted, or receive a certificate of occupancy prior to issuance of more than eighty percent (80%) of the certificate of occupancies in the subject development.

d. Lot Premiums. There shall be no lot premiums charged on the workforce housing units. e. Sales Price. All required workforce housing units shall be offered for sale or rent at an attainable housing cost for each of the targeted income ranges.

f. City Approval. The city, its successors and assigns may enforce the covenants. No amendments to the restrictive covenant shall be made unless by written instrument approved by the city.

*E. Monitoring and Compliance.*

1. Qualified Buyers. Final approval conditions: Final conditions of approval shall specify that the workforce housing units are sold to buyers whose income does not exceed one hundred twenty percent (120%) of the ~~Boynton Beach~~ ~~median household income~~ AMI. The conditions will also specify the requirements for reporting to the city's Community Improvement Division on buyer eligibility, housing prices, as well as any applicable requirement to record the restrictive covenant or to enforce resale restrictions.

2. Surety. Developers may substitute surety as outlined in Chapter 2, Article III, Section 6, Land Development Regulations, in the amount of one hundred ten percent (110%) of the developers' obligation for workforce housing provision according to this section. The city shall, at all times, have the authority to draw upon the surety to enforce the provisions of this article should the applicant be in default of these requirements,

3. Enforcement. The city may enforce the requirements of the Workforce Housing Ordinance through any cause of action available at law or equity, including but not limited to seeking specific performance, injunctive relief, rescission of any unauthorized sale or lease, during the term of the restrictive covenant.

4. Annual Report. The Community Improvement Department shall submit an annual report to the City Commissioners indicating the status of the Workforce Housing Ordinance, including but not limited to the revenues accrued to the Housing Trust Fund, the number of units created, leased and sold.

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**Section 4.** 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 5.** All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

**Section 6.** 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 7.** Authority is hereby given to codify this Ordinance.

**Section 8.** This Ordinance shall become effective immediately.

FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2019.  
SECOND, FINAL READING AND PASSAGE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF BOYNTON BEACH, FLORIDA

YES	NO
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
VOTE	_____

ATTEST:  
\_\_\_\_\_  
Crystal Gibson, MMC  
City Clerk  
(Corporate Seal)





**DEPARTMENT OF DEVELOPMENT  
PLANNING AND ZONING  
Memorandum PZ 19-033**

**TO:** Chair and Members  
Planning & Development Board

**FROM:** Hanna Matras  
Senior Planner

**THROUGH:** Ed Breese  
Planning and Zoning Administrator

**DATE:** December 9, 2019

**RE:** Approve revisions to the Workforce Housing Program (CDRV 19-008) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 1. General Administration, Article II. Definitions, and Article V. Housing Initiatives, Section 2. Workforce Housing Program. Applicant: City-initiated.

**EXPLANATION**

The present version of the Workforce Housing ordinance was approved on September 19, 2017, a result of a conversion of the former mandatory inclusionary zoning program into a voluntary density and height bonus program. Neither has ever been utilized. It is staff's opinion that, given the high level of development activity in the city, the proposed revisions are likely to stimulate the private sector's interest in the density bonus offered in exchange for participation in the program.

Currently, the limited interest stems partly from its restricted geographic applicability: only projects located in the Downtown Transit-Oriented Development District (DTODD) can participate in the program. The key proposed change expands applicability city-wide: projects with Mixed Use High, Medium, and Low as well as Special High Density future land use classifications would be eligible in all areas where such classifications are allowed. Moreover, the program would now offer density bonus—also city-wide—to developments implementing affordable housing programs with 100% affordable units, in all future land use classifications except Low Density Residential.

Other proposed revisions include:

- Changing the source of income data for income eligibility determination, from the Boynton Beach Median Household Income from the American Community Survey to the Area Median Income (AMI) for the Palm Beach County as provided annually by the Department of Housing and Urban Development. The latter is commonly used in most housing programs.

- Increasing the fee-in lieu amounts for both for-sale and for rent units. The higher fees are intended to encourage construction of units. To further incentivize construction, the amendment proposes to increase the percentage of set-aside units designated to be workforce housing as a base for in-lieu fee if the payment option is selected.

The proposed revisions constitute a first step in the work plan of the staff's Housing Work Group. The longer-term approach is a comprehensive review of the Land Development Regulations that could potentially support attainable housing. Such regulations will include minimum lot sizes and non-conforming lots, minimum living area, accessory dwelling units, and parking requirements.

## **CONCLUSION/RECOMMENDATION**

Staff proposes these code amendments to increase the development community's interest in participation in the Workforce Housing Program.

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**DEED RESTRICTION** – ~~Each~~ All for sale workforce housing units created under the Workforce Housing pProgram shall be deed restricted for fifteen (15) years. ~~recurring. All rental workforce units created under the program shall be deed restricted for fifteen (15) years, non-recurring.~~ The deed restriction shall be recorded and serve to restrict the sales or rental price and/or the income of the purchaser or renter.

**ELIGIBLE OCCUPANT** - Relative to the Wworkforce Hhousing Pprogram contained in these Regulations, it is a person who ~~qualifies for participation~~ meets income requirements of ~~in the program. whose income does not exceed one hundred twenty percent (120%) of median household income for the City of Boynton Beach.~~ Priority will be given to persons who have lived or worked within the city limits of Boynton Beach continually for one (1) year immediately prior to the date of application for a workforce housing unit.

**LOW INCOME HOUSEHOLD** - Under the Wworkforce Hhousing Pprogram provisions of these regulations, it is a household with a gross, combined income between sixty percent (60%) and below eighty percent (80%) of the City of Boynton Beach Area Median Income (AMI) median household income. for Palm Beach County, published annually by the Department of Housing and Urban Development (HUD).

**MODERATE INCOME HOUSEHOLD** - Under the Wworkforce Hhousing Pprogram provisions of these regulations, it is a household with a gross, combined income between eighty percent (80%) and one hundred twenty percent (120%) of the ~~City of Area~~ Median Income (AMI) for Palm Beach County, published annually by the Department of Housing and Urban Development (HUD). ~~Boynton Beach median household income~~

**RESTRICTIVE COVENANT AND AGREEMENT** - The covenants that govern the initial sale and rental and subsequent resale and releasing of workforce housing units created under the Wworkforce Hhousing Pprogram. The term of the restrictive covenant and agreement is fifteen (15) years. recurring, for for sale units and fifteen (15) years for rental units, nonrecurring.

## ARTICLE V. HOUSING INITIATIVES

## Sec. 2. Workforce Housing Program.

A. *Findings.*

1. Housing Cost/Wage Gap. The City Commission recognizes that there is a growing gap between housing costs and wages in the city;

~~—1. Housing Shortage. The City Commission having conducted a Housing Assessment Study (Attachment A) has determined that new home prices and rents are not affordable to the everyday working families and citizens of the city;~~

2. Florida Statutes. F.S. § 166.04151 provides that a municipality may adopt and maintain any ordinance that is adopted for the purpose of increasing the supply of workforce housing using land use mechanisms not withstanding any other provision of law;

~~—3. Housing Cost/Wage Gap. The City Commission recognizes that there is a growing gap between housing costs and wages in the city;~~

34. Public Interest. The City of Boynton Beach has a legitimate public interest in preserving the character and quality of neighborhoods that require assuring the availability of workforce housing for low and moderate income persons in the city;

45. Sense of Community. The city recognizes that the need to provide workforce housing is critical to maintaining a diversified and sustainable city having the character and sense of community where people can live and work in the same area; and

56. Housing Availability. The city is encouraging the production and availability of workforce housing and at the same time is cognizant that escalating land costs and rapidly diminishing amounts of land hinder the provision of sufficient workforce dwelling units by the private sector.

B. *Applicability.* The program is voluntary. Developers who choose to participate may be awarded incentives outlined further in this article. The following regulations shall apply ~~only~~ to development applications for projects ~~eligible for the Downtown Transit Oriented Development District's (DTOD's) density increase of twenty-five percent (25%), with an~~ the following underlying future land use categories: ~~the density in excess of fifteen (15) dwelling units per acre.~~

1. Projects with Mixed Use High, Mixed Use Medium, Mixed Use Low and Special High Density future land use classifications are eligible for the program citywide in areas where such classifications are allowed.

2. Projects implementing recognized affordable housing programs with 100% affordable units are eligible citywide in all future land use classifications except Low Density Residential.

C. *Provisions.* The developer may elect to obtain ~~higher density as part of the DTODD's~~ 25% a density bonus and/or a height bonus through the construction of the workforce units on-

site or off-site, monetary contribution, donation of land or purchase of units to be designated as workforce, subject to the limits and requirements of this article.

*I. Construction of workforce units on-site:*

1. To be eligible for the requested ~~higher density as part of the DTO D-D's (25%)~~ density bonus through the construction of workforce units on-site, the developer must incorporate such units into the development as follows:

a. Projects located within the Downtown Transit Oriented Development District (DTODD) using ~~DTODD~~ the density bonus of up to 25% alone or in conjunction with the height bonus of one (1) additional story (up to a maximum of 12 feet) shall designate a minimum of ten-fifteen percent (10~~5~~%) of the total proposed units as workforce housing units.

b. Projects located within the DTODD in the Boynton Beach Boulevard Overlay with the Mixed Use Medium or Mixed Use High future land use classifications may use the density bonus of up to 25% in conjunction with the height bonus or the height bonus alone; ~~such the height~~ bonus can include two (2) additional stories (up to a maximum of 24 feet). ~~and shall only be granted to projects located in the Cultural or Boynton Beach Boulevard district,~~ Projects using the maximum height bonus shall designate ~~ing~~ a minimum of twenty percent (20%) of the total proposed units as workforce housing units.

c. Projects located outside of DTODD with Mix Use Medium, Mixed Use Low or Special High Density Residential future land use classifications are eligible for a density bonus for up to 25%. Such projects shall designate a minimum of ten percent (10%) of the total proposed units as workforce housing units. Properties of three (3) or more acres are also eligible for a height bonus of one (1) additional story (up to a maximum of 12 feet).

d. Projects with 100% affordable units outside of the DTODD with Medium or High Density Residential future land use classifications are eligible for a density bonus of up to 25%.

~~ee.~~ Eligible land use classifications and zoning districts (Table 1-2).

Land Use Classification	Zoning Districts
<u>Medium Density Residential*</u>	<u>R-2, R-3 and PUD</u>
<u>High Density Residential*</u>	<u>IPUD and PUD</u>
<u>Special High Density Residential</u>	<u>IPUD and PUD</u>
Mixed Use Low	MU-1 <u>and SMU</u>
Mixed Use Medium	MU-2 and MU-3
Mixed Use High	MU-4 and MU-Core

\*Applicable only to projects with 100% affordable units.-

2. Household (Income) Type. Twenty-five percent (25%) of the total required workforce housing units shall be set aside for low-income households. Seventy-five percent (75%) of the total required workforce housing units shall be set aside for moderate-income households.

3. Fractions. If the number of workforce housing units results in a fractional remainder greater than one-half (0.50), the number shall be rounded up. If the required number of workforce housing units results in a fractional number less than one-half (0.50), the number shall be rounded down.

4. Number of Units. The workforce housing units provided shall have the same percentage of unit types as market rate units within the development. The unit types include the category of structure (single-family detached and attached, multifamily), for rent versus for sale units, and the number of bedrooms. Relief from this provision may be granted if the intended purpose is to address particular needs of the community, substantiated by the provided data/analysis.

5. Staff Approval. At the time of application for land use amendment and rezoning, the project must be reviewed and signed off by the Community Improvement Division of the city as part of the site plan approval process for compliance with affordability guidelines and number of units qualifying as workforce.

6. Site Plan. The site plan shall clearly identify the location of workforce housing units. Additionally, tabular data must be included on the site plan showing the address or unit number, total number of units, number of bedrooms of workforce housing units and the targeted income levels. This shall be included with the market rate data.

7 Sale Restrictions. Workforce housing units shall be regulated in terms of:

- a. Initial sales price or rent levels; and
- b. Subsequent resale prices or leasing rates.

c. If compliance with a land development standard would preclude construction of a residential or mixed use development in which workforce housing units are included, pursuant to this chapter, the applicant may submit a proposal for waiver or reduction of the development standard. The applicant shall show that the waiver or reduction of the development standard is necessary to make the workforce housing units economically feasible and that such a waiver will not compromise any of the city's life or safety standards.

8. Recording the Restrictive Covenant. Prior to the issuance of any building permit, the restrictive covenant and agreement shall be recorded in the public records of Palm Beach County. The term of the restrictive covenant shall be fifteen (15) years, recurring. A copy of the recorded covenant and agreement shall be provided to the city prior to the issuance of the building permit.

II. In-Lieu and off-site options. ~~The following options in lieu of construction of workforce unit on site will be based on the number of units as indicated in sections C.I.a/b and C.I.3 above.~~

1. To encourage construction of workforce units, the number of units for which the payment in-lieu can be collected shall increase from ten percent (10%), fifteen percent (15%) and twenty percent (20%) as indicated in sections C.I.1.c, C.I.1.a, and C.I.1.b, respectively, to fifteen percent (15%), twenty percent (20%), and twenty five percent (25%) of the total proposed units.

~~21.~~ **24.** Payment In-Lieu (Table 1-3). Contributions per unit listed in the table below shall accrue to the Boynton Beach Housing Trust to be utilized to subsidize the creation of workforce housing within the city. In-lieu of fees shall be paid in full prior to the issuance of building permit.

<b>Payment In Lieu of Construction of Workforce Housing Units</b> (per unit)	
For-sale unit	<del>\$39,293</del> <u>\$82,986</u>
For rent units	<del>\$18,380</del> <u>\$36,760</u>

Note: Payment-in-lieu amounts shall be revised every two (2) years, based on (i) median single-family home sale price for Palm Beach County provided by Realtors' Association of the Palm Beaches, and (ii) average monthly apartment rent for the Boynton Beach market provided by Reinhold P. Wolff Economic Research, Inc.

~~32.~~ **32.** Donation of Land. The value of the land shall equal or exceed the total "in-lieu of" fee for all workforce units or shall be of sufficient size to develop the same number of units. The value of the donated land must be verified by a MAI appraisal no more than three (3) months old. The appraisal shall be obtained by developer at developer's cost to verify the value of donated land. The land shall be deeded to the city prior to the issuance of a final certificate of occupancy for the development.

~~43.~~ **43.** Off-Site Construction. The workforce housing units may be built off-site, provided they are constructed within the City limits. All off-site workforce housing units shall comply with all sections of these Regulations.

~~54.~~ **54.** Purchase Market Rate Units. Purchase an equivalent number of existing market rate units to be deeded to the city or sold to eligible households. Such units shall be deed restricted to comply with the Workforce Housing Ordinance. The developer may retain the title to off-site units subject to recordation of a city approved deed restriction.

D. The following requirements shall apply to built or purchased workforce units:

I. *Rental Housing Units.*

1. Recording of the Restrictive Covenant. A restrictive covenant shall be recorded in the public records specifying the income level served, rent levels, reporting requirement and all restrictions applicable to the workforce housing units. All leases on workforce housing units shall contain language incorporating the restrictive covenant applicable to the workforce housing units and shall reference the recorded restrictive covenant. The restrictive covenant shall remain in force for fifteen (15) years.

2. Rental Rates.

a. Units targeted to low income households at sixty percent (60%) to eighty percent (80%) ~~of the AMI of the City of Boynton Beach median household income~~ shall not have rental rates that exceed one hundred percent (100%) of the HUD determined fair market rent for the area.

b. Units targeted to moderate income households at eighty percent (80%) to the one hundred twenty percent (120%) of the AMI ~~the City of Boynton Beach median household income~~ shall not exceed one hundred percent (100%) of the HUD determined fair market rent for the area.



3. Tenant Income Qualification. Tenant income qualification records shall be maintained on-site and a yearly report shall be forwarded to the Community Improvement Division of the City of Boynton Beach for compliance determination.

## II. *For-Sale Housing Units.*

1. Restrictive Covenant. All deeds shall include the restrictive covenant applicable to workforce housing units. All sales contracts shall state that the unit is part of a workforce housing program and subject to the Land Development Regulations of the city. The restrictive covenant shall remain in force for fifteen (15) years, recurring. The form of deed for workforce housing units shall be approved by the City Attorney.

2. Resale. The restrictive covenants shall state that during the affordability term, the resale of a workforce housing unit shall be subject to the following resale requirements.

a. All workforce housing unit owners shall notify the city immediately that the unit is for sale. The city shall have first right of refusal to purchase the unit. Upon receipt of notice that a valid offer has been made on the unit, the city shall have fifteen (15) days to invoke its right of refusal to purchase the units.

b. All workforce housing units are to be resold only to low or moderate income qualified households at an attainable housing cost for each targeted income range.

3. Required Occupancy. Purchasers of workforce housing units shall be required to occupy the unit.

4. Closing Costs. No charges or fees shall be imposed by the seller on the purchaser of a workforce housing unit which is in addition to or more than charges imposed upon purchasers of market rate units, except for administrative fees charged by the city/CRA, or their designee.

5. Sales Price Calculations. Sales prices for workforce housing units will be calculated on the basis of:

a. An available fixed-rate thirty (30)-year mortgage, consistent with a "blended rate" for Palm Beach County banks, and/or the Florida Housing Finance Authority. A lower rate may be used in calculating workforce housing prices if the developer can guarantee the availability of fixed-rate thirty (30)-year mortgage at this lower rate for all workforce housing units required for the covered project;

b. A down payment of no more than ten percent (10%) (including any down payment assistance provided by SHIP or other sources) of the purchase price;

c. A calculation of property taxes; and

d. A calculation of homeowner insurance, mortgage insurance, homeowner association fees, property management fees and other closing costs.

6. Compliance. Prior to request for final certificate of occupancy for the development, the developer shall provide to the city's Community Improvement Department, or designee, documentation sufficient to demonstrate compliance with the workforce housing program. Such documentation shall include but is not limited to information regarding the identity and income qualification documentation for all occupants of the workforce housing units, proof of recordation of restrictive covenant in approved form.

7. Resale Requirements. To maintain the availability of workforce housing units which may be constructed or substantially rehabilitated pursuant to the requirements of this program, the following resale conditions shall be imposed on the workforce housing units and included in the deed and restrictive covenant recorded in the Public Records of Palm Beach County:

a. Location of Units. All workforce housing units constructed or substantially rehabilitated under this program shall be situated within the development so as not to be in less desirable locations than market-rate units in the development and shall, on average, be no less accessible to public amenities, such as open space, as the market-rate units.

b. Integration. Workforce housing units within a development shall be integrated with the rest of the development and shall be compatible in exterior design and appearance, construction, and contain comparable HV/AC systems as market rate units.

c. Construction Phasing. The construction schedule for workforce housing units shall be consistent with or precede the construction of market rate units. All workforce housing units must be deeded to the City, deed-restricted, or receive a certificate of occupancy prior to issuance of more than eighty percent (80%) of the certificate of occupancies in the subject development.

d. Lot Premiums. There shall be no lot premiums charged on the workforce housing units.

e. Sales Price. All required workforce housing units shall be offered for sale or rent at an attainable housing cost for each of the targeted income ranges.

f. City Approval. The city, its successors and assigns may enforce the covenants. No amendments to the restrictive covenant shall be made unless by written instrument approved by the city.

*E. Monitoring and Compliance.*

1. Qualified Buyers. Final approval conditions: Final conditions of approval shall specify that the workforce housing units are sold to buyers whose income does not exceed one hundred twenty percent (120%) of the ~~Boynton Beach median household income~~ [AMI](#). The conditions will also specify the requirements for reporting to the city's Community Improvement Division on buyer eligibility, housing prices, as well as any applicable requirement to record the restrictive covenant or to enforce resale restrictions.

2. Surety. Developers may substitute surety as outlined in Chapter 2, Article III, Section 6, Land Development Regulations, in the amount of one hundred ten percent (110%) of the developers' obligation for workforce housing provision according to this section. The city shall, at all times, have the authority to draw upon the surety to enforce the provisions of this article should the applicant be in default of these requirements,

3. Enforcement. The city may enforce the requirements of the Workforce Housing Ordinance through any cause of action available at law or equity, including but not limited to seeking specific performance, injunctive relief, rescission of any unauthorized sale or lease, during the term of the restrictive covenant.

4. Annual Report. The Community Improvement Department shall submit an annual report to the City Commissioners indicating the status of the Workforce Housing Ordinance, including but not limited to the revenues accrued to the Housing Trust Fund, the number of units created, leased and sold.

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(Ord. 10-025, passed 12-7-10; Am. Ord. 11-031, passed 12-6-11; Am. Ord. 13-034, passed 12-3-13; Am. Ord. 14-035, passed 1-6-15; Am. Ord. 15-031, passed 12-1-15)



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:**

Commissioner Penserga has requested a discussion to possibly create a task force for public outreach for Opportunity Zones in Boynton Beach.

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**EXPLANATION OF REQUEST:**

The Tax Cuts and Jobs Act of 2017 sets forth a process for the designation of Opportunity Zones and the establishment of tax incentives for investors in Opportunity Funds. The provision is designed to spur investment in low-income communities. In response, City staff has acted to promote the existence of its two Opportunity Zones. In addition to its current outreach efforts, staff is seeking direction on the creation of an external Task Force to act as a source of information and expertise from a broader range of stakeholders.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** An External Task Force would enhance the City's Opportunity Zone outreach strategy.

**FISCAL IMPACT:** Non-budgeted

Staff Liaison estimated at four hours per meeting once a quarter.

**ALTERNATIVES:** N/A

**STRATEGIC PLAN:** Building Wealth in the Community

**STRATEGIC PLAN APPLICATION:** The strategy is designed to spur investment in low-income communities

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:** N/A

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
 Attachment	Boynton Beach Opportunity Zone Outreach

# OPPORTUNITY ZONES TRANSFORMING COMMUNITIES



# OPPORTUNITY ZONES

Section 13823 of the Tax Cuts and Jobs Act of 2017 establishes a new section of the Internal Revenue Code (1400Z1), which sets forth a process for the designation of Opportunity Zones and the establishment of tax incentives for investors in Opportunity Funds. The provision is designed to spur investment in low-income communities.



# WHAT ARE OPPORTUNITY ZONES

- Designated by Governor
- Provision allows for 25% of state's low-income census tracts to be qualified
- Definition of “Low-Income Community” used by the new markets tax credit program

# WHAT ARE OPPORTUNITY FUNDS

- Investments in Opportunity Zones made through Opportunity Funds
- Opportunity Funds must be certified by the US Department of Treasury
- Opportunity Funds are required to hold at least 90% of their assets in qualified Opportunity Zone businesses/property

# WHAT ARE OPPORTUNITY FUNDS (CONTINUED)

- Temporary tax deferral for capital gains reinvested in designated opportunity zones
- No cap on the amount that can be invested



**TAX  
REDUCTION**

Investment  
held for

**5 yrs.**

Tax rate  
reduced by

**10%**

Investment  
held for

**7 yrs.**

Tax rate  
reduced by

**15%**

**TAX  
EXCLUSION**

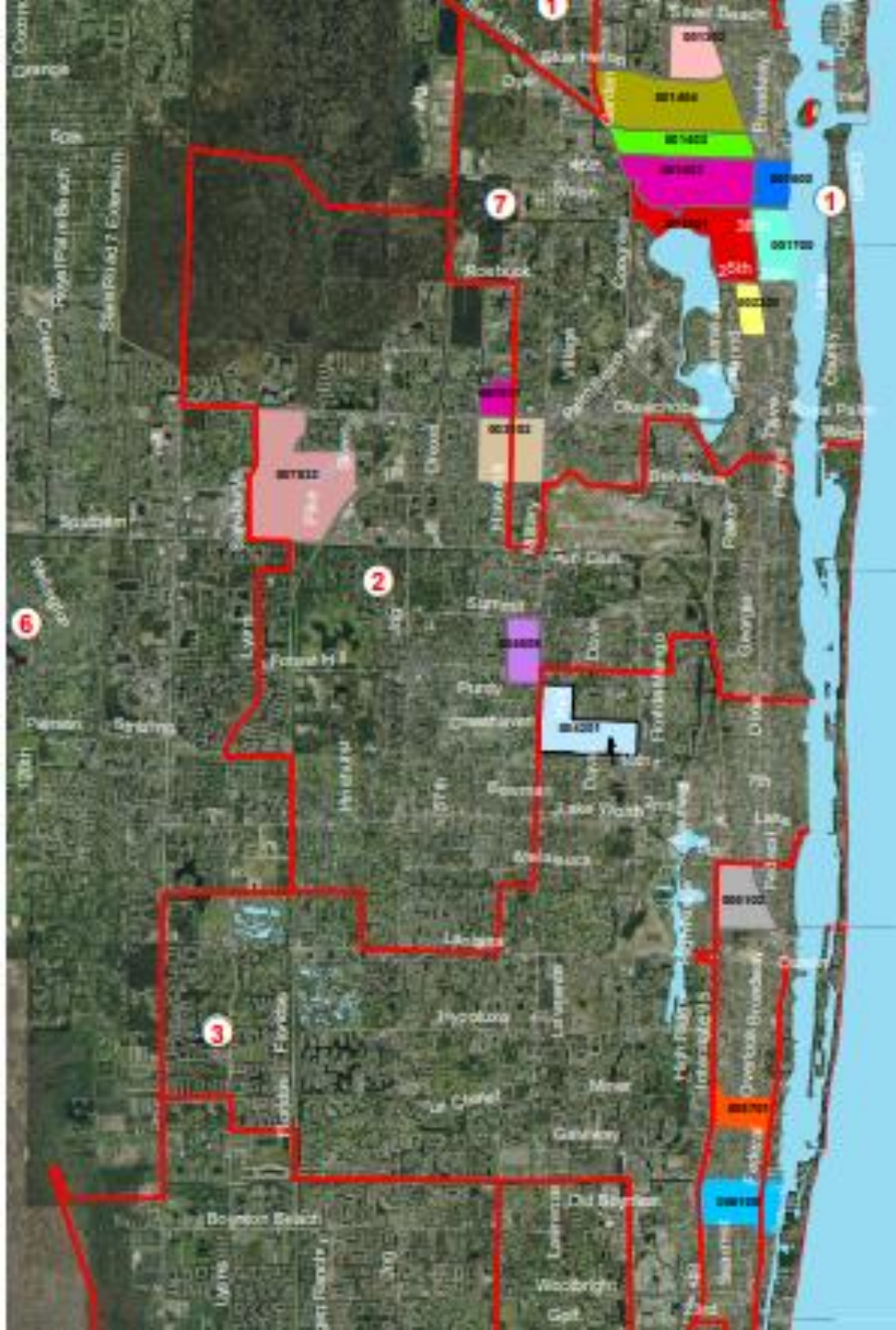
Tax on reinvested capital gains of investments in a  
Qualified Opportunity Fund held for at least **10 years**  
is permanently forgiven

**TAX  
DEFERRAL**

Reinvested capital gains are deferred until the  
earlier of the date on which the Qualified  
Opportunity Fund is disposed of or  
**December 31, 2026**

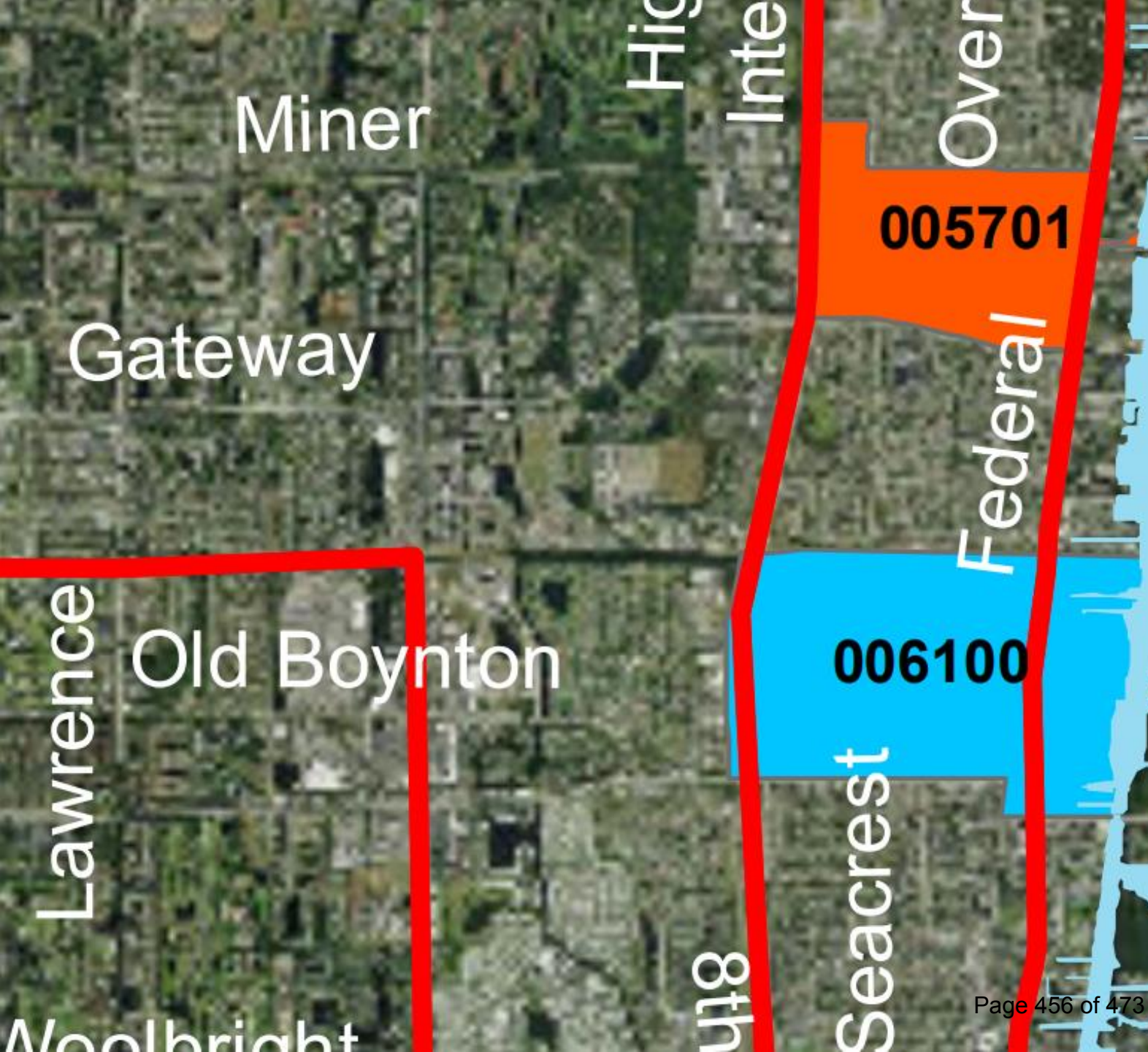
<b>Year 1</b>	The fund investment has a tax basis of \$0	If OZ Fund is sold, the investor would pay tax on \$100X
<b>Year 5</b>	The basis in the fund is increased by \$10X	If OZ Fund is sold, the investor would pay tax on \$90X instead of \$100X (90% of deferred capital gain)
<b>Year 7</b>	The basis in the fund is increased by an additional \$5X	If OZ Fund is sold, the investor would pay tax on \$85X instead of \$100X (85% of deferred capital gain)
<b>Year 8</b>	2026 Tax Year (ending on 12/31/2026)	Taxes are paid on 85% of the deferred capital gain from the 2018 asset sale
<b>Year 10 (and beyond)</b>		If OZ Fund is sold, the taxpayer would owe no taxes on <u>appreciation of the fund</u>





# OPPORTUNITY ZONE CLASSIFICATION MAP

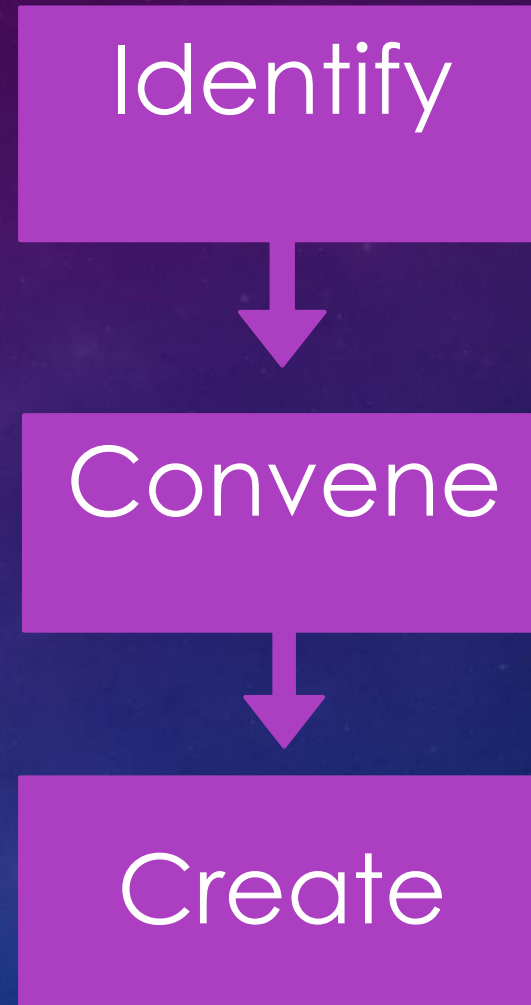




# BOYNTON BEACH OPPORTUNITY ZONES



# OPPORTUNITY ZONES WHAT WORKS



# Identify

Identify viable existing or new projects and investment opportunities to market to qualified Opportunity Funds

## **Identify OZ opportunities**

- Currently on a case-by-case basis
- Develop community prospectuses
- Facilitate deal-making
- Designate a point person
- Encourage private, civic, and philanthropic engagement

## **Enhanced City ED Website**

- Updated OZ content
- Links to IRS & Treasury
- Links to mapping tool

# Create

Create opportunities that incentivize OZ investment

## **Facilitate OZ projects and assist with all City processes**

- Align other tech-based economic development tools to foster high-impact startups
- Cost-share in efforts around blight removal or brownfield remediation
- Reform zoning codes and ordinances to increase density or further affordability
- Fast-track permitting and approvals for OZ projects that meet certain criteria
- Contribute city-owned vacant properties for priority investments into priority tracts
- Layer Commercial Grant Funding

# Convene

Convene community and business leaders to develop strategic plans for zones that couple public project priorities with the private investment projects.

## **Formation of an External Task Force**

- Representatives from: community groups, PBC Business Development Board, Boynton Beach Community Redevelopment Agency, Chambers of Commerce, Boynton Faith Based CDC, Habitat for Humanity, developers, investors, real estate professionals, & tax attorneys
- Act as sounding board to inform City Opportunity Zone Strategy and provide feedback for Opportunity Zone recommendations
- Understand and identify community needs



# Miami Summit

Over the 2-day period, the OZ Summit brought to bear resources that are available with our federal partners. The first day highlighted prioritized federal resources for real estate development in OZs and provided a detailed overview of development trends in Miami's OZ neighborhoods. The second day highlighted leveraging private equity with Small Business Investment Corporations (SBICs) and other federal resources for business acquisition, expansion, development and relocation to OZs. The OZ Summit concluded with a pre-registration matchmaker bus tour of available sites for lease and purchase in Miami's OZ.

# OPPORTUNITY ZONE REFERENCES

- [Florida Department of Economic Development](#)
- [Certification letter from U.S. Treasury](#)
- [Nomination letter to the U.S. Treasury](#)
- [List of Florida's certified Opportunity Zones](#)
- [List of Frequently Asked Questions](#)
- [Map showing the location of the nominated Opportunity Zone program](#)
- [Statewide press release](#)
- [Treasury funds and investments guidance](#)
- [The full text of H.R. 1, the Tax Cuts and Jobs Act of 2017](#)
- [The United States Conference of Mayors Resources](#)
- [Economic Innovation Group](#)
- [Enterprise Community Partners](#)
- [National Development Council](#)
- [Opportunity Zone Eligibility Tool](#)
- [Department of Treasury Opportunity Zone Resources](#)

# QUESTIONS?







## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Continue discussion of the City Manager's compensation in connection with her performance evaluation, which was conducted at the December 3, 2019 Commission Meeting.

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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:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	Agency Manager Salary Survey
<input type="checkbox"/> Addendum	Memo - City Manager Salary Considerations

**AGENCY MANAGER SALARY SURVEY**

County	Agency	Population	Total Number of Full Time Employees	Salary	Annualized Car Allowance	Health Insurance	Services <u>NOT</u> Provided
Palm Beach	West Palm Beach, City of	110,000	1,529	\$247,455	\$6,000 or City Vehicle	Premiums Paid by City	Full service
	Boca Raton, City of	100,125	1,614	\$270,438	\$6,000	Premiums Paid by City	Full service
	Boynton Beach, City of	77,000	785	\$200,796	City Vehicle Provided	Premiums Paid by City	Full service
	Delray Beach, City of	67,000	780	\$265,000	\$9,000	\$25,200 Annualized Subsidy	Reclaimed water
	Jupiter, Town of	65,000	368	\$226,986	\$6,000	Premiums Paid by Town	Fire, Sanitation, Sewer
	Wellington, Village of	65,000	302	\$225,000	City Vehicle Provided	Premiums Paid by Village	Full service
	Palm Beach Gardens, City of	54,000	460	\$277,277	City Vehicle Provided	Premiums Paid by City	Sanitation
	Greenacres, City of	40,013	134	\$170,381	\$4,800	Premiums Paid by City	Full service
	Lake Worth Beach, City of	38,000	352	\$169,000	\$6,000	Premiums Paid by City	Full service
	Royal Palm Beach, Village of	38,000	154	\$206,616	Village Vehicle Provided	Premiums Paid by Village	Fire, Police, Sewer Water
	Riviera Beach, City of	35,000	560	\$179,005	\$6,000	Premiums Paid by City	Full service
	Palm Springs, Village of	24,075	207	\$161,304	Information not provided	Information not provided	Fire
	Belle Glade, City of	17,722	127	\$235,000	Information not provided	Premiums Paid by City	Fire, Police, Sewer, Water
	North Palm Beach, Village of	13,000	153	\$159,000	Information not provided	Information not provided	Sewer, Water
	Lantana, Town of	11,400	90	\$148,543	\$2,500 + Fuel	Premiums Paid by Town	Fire, Sanitation
	Palm Beach, Town of	8,750	300	\$214,686	Town Vehicle Provided	Premiums Paid by Town	Full service
	Tequesta, Village of	6,100	102	\$198,492	Information not provided	Information not provided	Sanitation
	Ocean Ridge, Town of	1,800	27	\$102,500	Information not provided	Information not provided	Sewer, Water
	Golf, Village of	300	11	\$108,150	\$7,200	Premiums Paid by Village	Fire, Police
Broward	Coral Springs, City of	162,264	827	\$255,000	\$7,200	95% Premiums Paid by City	Utilities
	Pompano Beach, City of	108,000	834	\$247,110	\$7,200	Premiums Paid by City	Police
	Deerfield Beach, City of	81,908	384	\$200,000	City Vehicle Provided	Premiums Paid by City	Fire, Police
	Coconut Creek, City of	61,000	368	\$252,295	\$7,200	Premiums Paid by City	Utilities
Miami-Dade	North Miami Beach, City of	46,000	341	\$235,622	Information not provided	Information not provided	Fire

# The City of Boynton Beach



## HUMAN RESOURCES AND RISK MANAGEMENT DEPARTMENT

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Boynton Beach, Florida 33426  
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### MEMORANDUM

**TO:** Steven B. Grant, Mayor  
Justin Katz, Vice Mayor  
Mack Mc Cray, Commissioner  
Christina Romelus, Commissioner  
Ty Penserga, Commissioner

**FROM:** Julie Oldbury, Director of Human Resources and Risk Management *JO*

**DATE:** January 3, 2020

**RE:** **City Manager - Compensation Considerations**

As part of our routine process in the Human Resources Department, we conduct and participate in compensation surveys so we can evaluate both the internal and external equity of our positions. As the discussion regarding the City Manager's compensation will be on the January 7<sup>th</sup> Agenda, I have attached for your review a recent survey with salary information for Agency Managers in our area.

The City of Boynton Beach is the third largest municipality in Palm Beach County and provides all major services: Fire, Police, Sanitation, and Utilities. As you can see from the survey, our City Manager's current salary: \$200,796 is significantly lower than the two largest municipalities:

- West Palm Beach - \$247,455 \*Position vacated in 10/2019
- Boca Raton - \$270,438

Additionally, our City Manager's salary is lower than many other Palm Beach County municipalities, which have fewer resident and employee populations and some of which do not provide all of the major services:

- Palm Beach Gardens - \$277,277
- Delray Beach - \$265,000
- Belle Glade - \$235,000
- Jupiter - \$226,986
- Wellington - \$225,000
- Palm Beach - \$214,686
- Royal Palm Beach - \$206,616

As it stands, Ms. LaVerriere ranks 10<sup>th</sup> in salary in Palm Beach County.

Throughout our organization, we have made strides to bring our employee pay to competitive levels, most recently with our first responders in Fire and Police. From a Human Resources perspective, I would encourage you to consider making a similar investment in our City Manager by adjusting her salary to be more aligned with her peers, the majority of whom are males. Based on the salary data, resident and employee population comparisons, the complement of municipal services provided, and Ms. LaVerriere's seven year tenure as an ICMA Credentialed City Manager, my recommendation for a competitive and equitable *minimum* salary is \$245,000.



## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Discuss Fine Free Program for City Library - January 21, 2020.

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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:**

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**Is this a grant?**

**Grant Amount:**

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## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** The Mayor requested data on Recreation and Parks programs and attendance. Staff will provide report - January 21, 2020

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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:**

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**Is this a grant?**

**Grant Amount:**

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## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Staff to bring forward maintenance contract with private partners for Joe Crowder Dog Park - January 21, 2020.

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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:**

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**Is this a grant?**

**Grant Amount:**

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## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Discuss Local Septic Tank Inspection Program - February 18, 2020

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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:**

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**Is this a grant?**

**Grant Amount:**

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## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Discuss purchase and sale agreement for Nichols property - February 18, 2020.

---

**EXPLANATION OF REQUEST:**

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Mayor Grant would like to invite the Central Palm Beach Chamber to a future Commission meeting to discuss their membership benefits - March 3, 2020

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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:**

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**Is this a grant?**

**Grant Amount:**

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## **CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM**

**COMMISSION MEETING DATE:** 1/7/2020

**REQUESTED ACTION BY COMMISSION:** Consider Vision Zero Resolution - TBD

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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:**

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**Is this a grant?**

**Grant Amount:**

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