

# The City of **Boynton Beach**



## City Commission Agenda Tuesday, February 4, 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, Seacrest Presbyterian Church

Pledge of Allegiance to the Flag led by Commissioner Ty Penserga

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. Announcement by Assistant Recreation & Parks Director Kacy Young about Oceanfront Bark, which will be held at Oceanfront Park on Saturday, February 22, from 9 A.M. to 12 noon.
- B. Proclaim February 11-17, 2020 as 2-1-1 Awareness Week. Sharon L'Herrou, 211's President/CEO, will accept the proclamation.
- C. Proclaim Friday, February 7, 2020 as Robert E. Wells Day. Minister Bernard Wright will accept the proclamation.
- D. Proclamation recognizing February as African American History Month.
- E. Announcement by Greater Boynton Beach Foundation Board Member Lori Wilkinson about the 5th Annual Joe DiMaggio Children's Hospital Magic Wheels & Special deals event on Thursday, February 6 and the 8th Annual Barrier Free 5k Run, Walk & Roll on Saturday, February 8.
- F. Early Voting for the March 17, 2020 Presidential Preference Primary and Municipal Election will begin on Saturday, March 7, 2020 and will continue through Sunday, March 15, 2020. The Early Voting hours are from 10:00 a.m. until 6:00 p.m. daily at the Ezell Hester Community Center located at 1901 North Seacrest Boulevard. A listing of Early Voting locations throughout Palm Beach County is available at the following website: <https://www.pbcelections.org/Voters/Early-Voting>.
- G. Closed-door session to be had at 6:30 p.m., or as soon thereafter immediately following the City Commission Meeting, in the Conference Room at Intracoastal Park Clubhouse to discuss the case:

Renette Jean-Baptiste on behalf of Kevens Jean-Baptiste, a minor, Plaintiff, vs. Germaine Jones, and City of Boynton Beach, Defendants – Case Number: 9:18-cv-80740-Altman/Brannon, US District Court for the Southern District of Florida

**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. Approve the request of Commissioner McCray to distribute \$1,000 of his Community Support Funds to Connect To Greatness, Inc.
- B. Appoint eligible members of the community to serve in vacant positions on City Advisory Boards.
- C. By consensus, allow Commissioner Penserga to participate on the Boynton Beach Opportunity Zones Task Force as a City representative.

**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 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 February 4, 2020 - "Request for Extensions and/or Piggybacks."
- B. Accept surtax capital project status report for 1st quarter of fiscal year 2019-20 - October through December 2019.
- C. Approve Task Order UT-1C-05 with Carollo in the sum of \$73,600.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C executed on August 22, 2018 for the Community Rating System (CRS) Support Services for the upcoming Verification Process.
- D. **Proposed Resolution No. R20-013** - Establishing the goal of zero traffic fatalities on the City of Boynton Beach roadways; adopting Vision Zero as a policy for road and traffic safety for the City; and providing for an effective date.
- E. **Proposed Resolution No. R20-014** - Authorize the City Manager to sign an Interlocal Agreement with the Board of Commissioners, Palm Beach County, for the use of EMS Grant Funds for Emergency Medical Services Equipment for purchase of one (1) large Narcotic Security box and one (1) small Narcotic Security box. The purchase will be made through CompX Security Products, Grayslake IL.
- F. Approve minutes from the City Commission meeting on January 21, 2020.

**7. Consent Bids and Purchases Over \$100,000**

**8. Public Hearing - None**

**9. City Manager's Report - None**

**10. Unfinished Business - None**

**11. New Business**

- A. **Proposed Resolution No. R20-015** - Designate a Canvassing Board for the March 2020 Municipal Election.

**12. Legal**

- A. **Proposed Ordinance No. 20-003 - First Reading** - Approve proposed amendments to Chapter 18, Article IV, Pensions for Firefighters; amending Sections 18-180 and 18-182; creating Section 18-194; and renumbering Section 18-222 as Section 18-194.

**13. Future Agenda Items**

- A. Discuss Local Septic Tank Inspection Program - February 18, 2020
- B. Discuss purchase and sale agreement for Nichols property - February 18, 2020.



- C. Approve proposed amendments to IPUD, Infill Planned Unit Development zoning district (CDRV 20-001) - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions and Article III. Relationship to Comprehensive Plan; and (2) Chapter 3. Zoning, Article I. Overview, Article III. Zoning Districts and Overlays, Article IV. Use Regulations and Article V. Supplemental Regulations, to establish IPUD as a zoning district corresponding to the High Density Residential (HDR) Future Land Use classification, and to eliminate R-4, Multi Family district from the list of residential zoning districts. Applicant: City-initiated. - February 18, 2020
- D. Mayor Grant would like to invite the Central Palm Beach Chamber to a future Commission meeting to discuss their membership benefits - March 3, 2020

**14. Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The city shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the city. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the city to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the city's web site. Information regarding items added to the agenda after it is published on the city's web site can be obtained from the office of the City Clerk.



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:**

Call to Order - Mayor Steven B. Grant

Invocation - Pastor Randy Patterson, Seacrest Presbyterian Church

Pledge of Allegiance to the Flag led by Commissioner Ty Penserga

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:** 2/4/2020

**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:** 2/4/2020

**Requested Action by Commission:** Announcement by Assistant Recreation & Parks Director Kacy Young about Oceanfront Bark, which will be held at Oceanfront Park on Saturday, February 22, from 9 A.M. to 12 noon.

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**Explanation of Request:** The Recreation & Parks Department welcomes well behaved dogs to "paw ty" on the beach. Dogs will be allowed off leash on the beach and in the water. Dogs will be required to stay within the temporary fencing installed at the south end of the beach. Dogs must be appropriately licensed and will be asked to leave the park if acting aggressively.

**How will this affect city programs or services?** No affect.

**Fiscal Impact:** Non-budgeted None. Sponsor provides give-aways.

**Alternatives:** Do not make 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:** 2/4/2020

**Requested Action by Commission:** Proclaim February 11-17, 2020 as 2-1-1 Awareness Week. Sharon L'Herrou, 211's President/CEO, will accept the proclamation.

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**Explanation of Request:**

211 is a community helpline and crisis hotline that provides suicide prevention, crisis intervention, information, assessment, and referral to community services for people of all ages.

Individuals and families living in Palm Beach County, can call 2-1-1 to speak with a highly trained resource specialist. Calls to 211 HelpLine are free, confidential, and 24/7.

**How will this affect city programs or services?** N/A

**Fiscal Impact:** N/A

**Alternatives:** Not to proclaim February 9-15, 2020 as 2-1-1 Awareness Week.

**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	2-1-1 Helpline Proclamation

# *City of Boynton Beach*

## Proclamation

WHEREAS, many times people need help in meeting life's basic needs; and

WHEREAS, they may experience times of crisis and are not sure where to turn... 2-1-1 HelpLine is that central access point providing people of all walks of life the guidance and support they need; and

WHEREAS, with nearly 4,500 requests for help from Boynton Beach residents last year; calls to 2-1-1 are free, confidential, 24/7, with text messaging and online chat also available; and

WHEREAS, 2-1-1 also has specialized advocacy and support programs that include The Special Needs HelpLine, Help Me Grow catching children's developmental delays early, Elder Crisis Outreach; and

WHEREAS, 2-1-1's life-saving "Sunshine" Daily Telephone Reassurance calls continue to brighten the lives of local seniors; and

WHEREAS, 2-1-1's newest program, My Florida Veterans, provides peer-to-peer support and helps to readjust, providing linkages to services for veterans and their families.

NOW, THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, hereby proclaim February 11-17th 2020 as:

### 2-1-1 Awareness Week

in the City of Boynton Beach, and urge all citizens to be aware that if they are overwhelmed and in crisis or just need to talk...211 is available any time of day or night. 211 staff can also provide referrals for Mental Health Counseling, Substance Abuse, Health Care, Employment, Food Assistance, Day Care, Support Groups, Volunteering, VITA free income tax preparation and so much more.

IN WITNESS WHEREOF, I hereunto set my hand and cause the official seal of the City of Boynton Beach, Florida, to be affixed this 4<sup>th</sup> day of February, 2020.

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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:** 2/4/2020

**Requested Action by Commission:** Proclaim Friday, February 7, 2020 as Robert E. Wells Day. Minister Bernard Wright will accept the proclamation.

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**Explanation of Request:** Robert E. Wells is a significant figure in Boynton's history and deserves this special recognition. Mr. Wells settled in Boynton Beach in 1890 and raised his family in the city. He helped found the oldest church in the City - St. Paul's AME Church; was a petitioner for the provision of the first black/African American school; and platted the Robert Wells subdivision in 1925.

**How will this affect city programs or services?** N/A

**Fiscal Impact:** N/A

**Alternatives:** None recommended.

**Strategic Plan:**

**Strategic Plan Application:** N/A

**Climate Action:**

**Climate Action Discussion:** N/A

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Proclamation	Robert E. Wells Day Proclamation

# *City of Boynton Beach*

## Proclamation

**WHEREAS**, Mr. Robert E. Wells, a merchant sailor from Cat Island in the Bahamas, settled in Boynton in 1890 where he and his wife, Elizabeth, raised one son, Harry.

**WHEREAS**, in 1892, Robert and Elizabeth Wells helped found St. Paul's African Methodist Episcopal Church. Officially established in 1900, St. Paul's AME is the oldest church in the city.

**WHEREAS**, in 1896, Mr. Wells, and other members of St. Paul's AME, successfully petitioned Dade County School Board to provide a school for Boynton's black/African American children. Originally called "Boynton Colored School", it later became known as "Poinciana Elementary."

**WHEREAS**, On April 14, 1920, Mr. Wells was a signatory of the document incorporating Boynton as a town; however, the land owned by him and the rest of the historic Heart of Boynton was not recognized in the incorporation and was called "Boynton Colored Town."

**WHEREAS**, in 1925, Mr. Wells platted the Robert Wells Subdivision. He built the main thoroughfare in the historic Heart of Boynton called Wells Avenue (now known as Martin Luther King Junior Boulevard) and built a home at number 416. In addition to selling land and building houses, Mr. Wells donated lots to those in need, including St. Paul's AME for the building of a church. In time, Wells Avenue became a thriving downtown area for the black/African American community.

**NOW THEREFORE**, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 7<sup>th</sup> of February, Two Thousand Twenty as:

### Robert E. Wells 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 4<sup>th</sup> day of February, 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:** 2/4/2020

**Requested Action by Commission:** Proclamation recognizing February as African American History Month.

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**Explanation of Request:** Mayor Grant has requested a proclamation to recognize African American History Month.

**How will this affect city programs or services?** N/A

**Fiscal Impact:** N/A

**Alternatives:** N/A

**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 for African American History Month

# *City of Boynton Beach*

## Proclamation

WHEREAS, African American History Month affords an annual opportunity to become more knowledgeable about African American heritage, and to honor the many African American leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and inequity; and

WHEREAS, we recognize and acclaim the pivotal work of Hiram Rhodes Revels, the first African American appointed and seated as a U.S. Senator on February 25, 1870 for Mississippi. He was assigned to the Committee for Education and Labor and pursued to abolish segregation statutes, provided the necessary political capital to reinstate the elected African American legislators in Georgia, and sought amnesty to former Confederates who swore loyalty to the Union; and

WHEREAS, Mr. Revels became the first President of the oldest historically black land-grant institution, Alcorn University, to further his mission in education for African Americans; and

WHEREAS, as we journey toward a more united nation, let us use this commemoration of African American History Month to serve as a reminder of the need for meaningful dialogue and shared commitment to actions that uplift and empower all.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do recognize the month of February, Two Thousand Twenty as:

### AFRICAN AMERICAN HISTORY MONTH

and I urge residents to join together in this period of rededication to the principles of justice and equality for all people.

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 4<sup>th</sup> day of February, 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:** 2/4/2020

**Requested Action by Commission:** Announcement by Greater Boynton Beach Foundation Board Member Lori Wilkinson about the 5th Annual Joe DiMaggio Children's Hospital Magic Wheels & Special deals event on Thursday, February 6 and the 8th Annual Barrier Free 5k Run, Walk & Roll on Saturday, February 8.

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**Explanation of Request:**

The Recreation & Parks Department is hosting the 5th Annual Magic Wheels & Special Deals event, which is being sponsored by Joe DiMaggio Children's Hospital. The event will be held at Barrier Free Park (3111 S. Congress Avenue) on Thursday, February 6, beginning at 6 P.M. Several local organizations and vendors representing and supporting individuals with special needs will be participating. The highlight of the evening will be the unveiling of the Magic Wheelchair, which this year is being built for Amir Diejuste, a six year old boy who was diagnosed with cerebral palsy when he was two. Despite his physical restrictions, he remains cheerful, playful and eager to learn.

On Saturday, February 8, beginning at 7:30 A.M., the Department is again partnering with the Broward, Palm Beaches & St. Lucie Realtors and the Greater Boynton Beach Foundation to host the 8th Annual Barrier Free 5k Run, Walk & Roll.

**How will this affect city programs or services?** No affect.

**Fiscal Impact:** Budgeted

Funds to cover the costs are included in the Department budget and offset by sponsor contributions.

**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:** 2/4/2020

**Requested Action by Commission:** Early Voting for the March 17, 2020 Presidential Preference Primary and Municipal Election will begin on Saturday, March 7, 2020 and will continue through Sunday, March 15, 2020. The Early Voting hours are from 10:00 a.m. until 6:00 p.m. daily at the Ezell Hester Community Center located at 1901 North Seacrest Boulevard. A listing of Early Voting locations throughout Palm Beach County is available at the following website: <https://www.pbcelections.org/Voters/Early-Voting>.

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**Explanation of Request:** In cooperation with the Palm Beach County Supervisor of Elections, the Ezell Hester Community Center will be an Early Voting location. This location is available to all citizens within Palm Beach County.

**How will this affect city programs or services?** There will be no effect on City programs or services.

**Fiscal Impact:**

**Alternatives:** The alternative would be to not cooperate with the Palm Beach County Supervisor of Elections in this effort to provide additional opportunities for our citizens to cast their votes.

**Strategic Plan:**

**Strategic Plan Application:**

**Climate Action:** No

**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:** 2/4/2020

**Requested Action by Commission:**

Closed-door session to be had at 6:30 p.m., or as soon thereafter immediately following the City Commission Meeting, in the Conference Room at Intracoastal Park Clubhouse to discuss the case:

Renette Jean-Baptiste on behalf of Kevens Jean-Baptiste, a minor, Plaintiff, vs. Germaine Jones, and City of Boynton Beach, Defendants – Case Number: 9:18-cv-80740-Altman/Brannon, US District Court for the Southern District of Florida

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**Explanation of Request:**

The City Attorney has requested a private attorney-client session of the City Commission to discuss pending litigation:

Renette Jean-Baptiste on behalf of Kevens Jean-Baptiste, a minor, Plaintiff, vs. Germaine Jones, and City of Boynton Beach, Defendants – Case Number: 9:18-cv-80740-Altman/Brannon, US District Court for the Southern District of Florida

In attendance will be the City Attorney James Cherof along with Assistant City Attorney Gal Betesh, Assistant City Attorney Tracey DeCarlo, City Manager Lori LaVerriere, a Court Reporter, the Mayor and City Commission. We will need approximately 30 minutes.

**How will this affect city programs or services?** N/A

**Fiscal Impact:** Budgeted The cost of a court reporter.

**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:** 2/4/2020

**Requested Action by Commission:** Approve the request of Commissioner McCray to distribute \$1,000 of his Community Support Funds to Connect To Greatness, Inc.

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**Explanation of Request:** Commissioner McCray requests to distribute \$1,000.00 of his Community Support Funds to Connect To Greatness, Inc. Connect To Greatness empowers African-American boys to re-imagine their reality and become change makers in the world. The funding will be used for the Boys to Men Leadership Academy which is a 15-week program that helps build character in the youth.

**How will this affect city programs or services?** N/A

**Fiscal Impact:** Budgeted Community Support Funds of \$2,000 for each Commission member were approved in the Fiscal Year 2020 budget.

**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"/> Attachment	Community Support Funds Request Form

**EXHIBIT "A"****COMMUNITY SUPPORT FUNDS  
REQUEST FORM****Part I - Summary of Request (to be completed by City Clerk)**

Date of Request: 02/04/2020  
 Requested by Mayor/Commissioner: Commissioner McCray  
 Amount Requested: \$1,000  
 Recipient/Payee: Connect To Greatness, Inc.

Description of project, program, or activity to be funded:

Connect to Greatness Empowers African –American Boys to re-imagine their reality and become change makers in the world. The Leadership Academy is a 15 week program, which helps build character in the youth.

**Part II - Availability of funds**

The annual appropriation of funds available to the requesting Member of the Commission listed above is \$2,000.

The balance of funds available for the requesting Member of the Commission is \$1,000.

Accordingly:

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

Dated: 1/22/2020

By: Cynthia A. Gibson  
 City Clerk

**Part III-Eligibility Evaluation**

Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit

The recipient/payee provides services within the City

The public purpose is beneficial to the entire community served by such donation

Dated: 1/28/2020

By: Paul McCray  
 Requesting Member of the City Commission





## **CONNECT TO GREATNESS, INC.**

*Empowering African-American Boys to re-imagine their reality and become change makers in the world.*

### **Boys to Men Leadership Academy**

The Boys to Men Leadership Academy is a 30-week program with weekly 90-minute sessions. These self-discovery sessions include simulation learning experiences and solution-focused dialog around relevant, real-time issues impacting African-American/Black boys in school, the community and at home. These sessions engage community leaders such as the Mayor, Superintendent, Police Chief, dads, and business owners as part of building the foundation of support for our youth. In addition, we have men serving as “coaches”/mentors to educate, inspire and motivate male youth in the area of social responsibility, leadership, and character development.

In the Boys to Men Leadership Academy, we expect the following concrete results: 1) 100% of our male youth will be promoted to the next grade; 2) 100% of our male youth will NOT enter into the juvenile justice system and 3) 90% of our male youth will graduate successfully from the 30-week program. We have a total of 22 young men and 10 are 8<sup>th</sup> grade boys who have been in the program for three years.

Connect to Greatness, Inc. has started our “2024 Scholarship” fund. We are seeking to fundraise \$100,000 to help support the college needs of the initial 10 young boys who started the program as 6<sup>th</sup> graders in 2016. These funds will also provide for academic support such as tutoring, SAT & ACT Prep courses which can range from \$2100 to \$3500 per. We appreciate and honor all donations for Connect to Greatness, Inc. We have a program budget of about \$33,500 per year and it has been a bit tough to store money for the scholarship fund as well. We are determined and dedicated to reach our \$100,000 goal.

Sincerely Yours,

Andre Thaddies  
Vice-President, Connect to Greatness, Inc.



## CONNECT TO GREATNESS, INC.

*Empowering African-American Boys to re-imagine their reality and become change makers in the world.*

### **Boys to Men Leadership Academy** **15-week program**

- I) **Cultural Awareness:** 2 weeks to establish “who we are”, “who the students are” and “who do they want to be”. Lay the groundwork from the historical perspective of young black men in crisis....being “invisible Men”. Educate the group on a large percentage of negative consequences that is keeping black males in crisis.

- **A pervasive negative entertainment culture.**
- **Racism**
- **Fatherlessness**
- **Multi-generational poverty which leaves families without tools to make a change.**

Weeks 1 and 2 will comprise of discussions, literature, speakers, and open forums to focus on these aspects and their meanings and relevance to each of their lives. We will provide simple examples, statistics, and other data that shows they are just as likely to be “Successful” than to continue being invisible black men. (August 24<sup>th</sup> & August 31<sup>st</sup>).

- II) **See and be Leadership:** 2 weeks to help create a vision for these young men to see themselves as potential or continued leaders. Practice saying what they feel and asking for what they need and want using “I” messages. Start with sharing and learning about images and messages from both past and present black males leaders in our society. Analyze and identify what does being a leader means to them.

- **Communicating Clearly**
- **Assertiveness Techniques**
- **Exploring Their Options**

Weeks 3 and 4 will continue to build the foundation of growth and knowledge of self for each of these young men. Bring in dynamic black male leaders from the community to show these young men how and why being a leader is so important for them to strive to be. Ex. Male Principals, politicians, athletes, businessmen, and Clergy can and will be used to share the broad message and opportunities to these young men. (September 3<sup>rd</sup> & September 14<sup>th</sup>).



## CONNECT TO GREATNESS, INC.

*Empowering African-American Boys to re-imagine their reality and become change makers in the world.*

- III) **Mental Health Awareness:** 1 week topic to address the need for understanding the importance of being mentally healthy. Awareness of the prolific neglect of mental health support in the African – American community.

Week 5 (**September 17<sup>th</sup>**).

- IV) **Social Interaction Skills:** 1 week focus on understanding and improving Social Interaction dynamics in your environment.
- **Self-Control**
  - **Expressing Your Feelings**
  - **Ways to Keep You From Losing Control of Your Feelings.**

Week 6 (**September 21<sup>st</sup>**).

- V) **Keeping it Clean and Fresh:** 1 week focus on hygiene and appearance. Identify the physical changes that comes along with puberty and how as young black boys, it is so important to present yourself accordingly.
- **Proper Dress**
  - **Diet and Exercise**
  - **Shaving and Grooming**

Week 7 (**September 28<sup>th</sup>**).

- VI) **Speak on Your Feet:** 2 week focus on the importance of Public Speaking. Teach basic speaking fundamentals and engage in a series of debate style communications. Emphasize the importance of engaging in dialogue that may involve differences in opinion and how to best deliver your thoughts with effective narrative words.
- **Debate Techniques**
  - **Listening First**
  - **Choice of Vocabulary**
  - **Ebonics vs King's English**

Week 8 and 9 (**October 5<sup>th</sup> & 8<sup>th</sup>**).



## CONNECT TO GREATNESS, INC.

*Empowering African-American Boys to re-imagine their reality and become change makers in the world.*

**VII) Financial Literacy:** 3 week focus on the early importance of Financial Empowerment and Education. Fundamental knowledge of understanding and maneuvering in our Capitalistic society.

- **Saving and Investing**
- **Entrepreneurship**
- **Needs vs. Wants**
- **Job Skills**

Weeks 10, 11, and 12 will educate these young men on true access to what is needed to survive and thrive in a financial world that is built around having “knowledge” of the system. (October 12<sup>th</sup>, 19<sup>th</sup> & 22<sup>nd</sup>).

**VIII) Community Awareness:** 1 week of learning about the historical importance of their community. Week 13. (October 26<sup>th</sup>).

**IX) Community Service Learning Project:** 2 weeks of actual real life experience using their training. Through our partnership efforts, we will allow for field-trip like experiences for the young men to see and feel these opportunities that they will have in life.

Weeks 14 and 15. (November 2<sup>nd</sup> & 9<sup>th</sup>).

**This curriculum is for the first year of the Boys to Men Leadership Academy. The first cohort of 6<sup>th</sup> graders will complete this 15 session academy and move to 2.0 after the second semester and spend more time with their coaches. The second group of 6<sup>th</sup> graders will be selected Mid November and will start the program in January after the holiday break using the same 15 week curriculum.**



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**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"/> Attachment	Appointments and Applicants for February 4, 2020

## Appointments and Applicants for February 4, 2020

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### Building Board of Adjustments and Appeals

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

**Applicants:** None

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### Education and Youth Advisory Board

Mayor	Grant	STU	2 yr term to 12/21 (Tabled 3)
I	Katz	STU NV	2 yr term to 12/21 (Tabled 2)

**Applicants:** None

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### Historic Resources Preservation Board

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

**Applicants:** None

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### Library Board

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

**Applicants:** None

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### Senior Advisory Board

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

**Applicants:** None

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## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:** By consensus, allow Commissioner Penserga to participate on the Boynton Beach Opportunity Zones Task Force as a City representative.

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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.

On January 7, 2020, there was Commission consensus to have an Opportunity Zones Task Force, an ad hoc committee that includes members of the community. The Task Force will act as a source of information and expertise from a broader range of stakeholders.

**How will this affect city programs or services?** The Task Force enhances the City's Opportunity Zone outreach strategy.

**Fiscal Impact:** N/A

**Alternatives:** Appoint another City representative to the Task Force.

**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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## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**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 February 4, 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
EXTREME PEST CONTROL, INC.	REMOVAL AND DISPOSAL OF ANIMAL REMAINS	Palm Beach County Piggyback Bid No. 700089RA	February 22, 2020 Thru February 21, 2021	\$8,000
PROPERTY REGISTRATION CHAMPIONS, LLC	REGISTRATION AND MONITORING SERVICES OF VACANT, ABANDONED, AND FORECLOSED PROPERTY	RFI No. 001-2019	March 1, 2020 Thru February 28, 2021	Revenue Generating Contract - \$31,850 YTD... \$100,000 Projected Annual Estimate.

**How will this affect city programs or services?**

This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

**Fiscal Impact:**

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?**

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	Renewal Interest Letter Signed - Extreme Pest Control Inc
<input type="checkbox"/> Addendum	Renewal Request Signed - Property Registration Champions, LLC
<input type="checkbox"/> Addendum	REQUEST_FOR_BID_EXTENSIONS_2-4-20_EM

# 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

January 14, 2020

**BID:** PIGGYBACK OF Palm Beach County – DISPOSAL SERVICES, DECEASED ANIMALS (ROADSIDE)

**BID No.:** 700089RC

Agreement between the City of Boynton Beach and **Extreme Pest Control, Inc.:**

**CONTRACT RENEWAL TERM:** FEBRUARY 22, 2020 – FEBRUARY 21, 2021



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

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

**Extreme Pest Control, Inc**

NAME OF COMPANY

DAVID R TAYLOR  
NAME OF REPRESENTATIVE  
(please print)

01-14-20  
DATE

YOUNGWIND1@AOL.COM  
E-MAIL

A handwritten signature in blue ink, appearing to read "David R Taylor", is written over a horizontal line.

SIGNATURE

PRESIDENT  
TITLE

561-596-0881  
(AREA CODE) TELEPHONE NUMBER

# *The City of Boynton Beach*

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

January 14, 2020

Davie R. Taylor  
Extreme Pest Control, Inc.  
4828 Witch Lane  
Lake Worth, FL 33461

*Reference*

VIA EMAIL TRANSMITTAL TO: youngwind1@aol.com

**BID:** PIGGYBACK OF Palm Beach County – DISPOSAL SERVICES, DECEASED ANIMALS (ROADSIDE)  
**BID No.:** 700089RC  
**CURRENT TERM:** FEBRUARY 22, 2019 – FEBRUARY 21, 2020

Dear Mr. Taylor,

The current agreement term for the "DISPOSAL SERVICES, DECEASED ANIMALS (ROADSIDE)" awarded to Extreme Pest Control, Inc. expires February 21, 2020.

We have been very happy with Extreme Pest Control, Inc. service. We would like to extend the contract for an additional one-year period with the same terms, conditions and pricing.

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

Sincerely,

A handwritten signature in black ink, reading "Mara Frederiksen".

Mara Frederiksen  
Director of Financial Services

cc: Matthew Zeller, Captain - Budget & Procurement, Boynton Beach Police Department  
Liz Roehrich, Animal Control Officer, Boynton Beach Police Department  
File

# **The City of Boynton Beach**

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

January 14, 2020

David Mulberry, President/CEO, Property Registration Champions, LLC

VIA EMAIL TRANSMITTAL TO: [cshiflett@cchampions.com](mailto:cshiflett@cchampions.com)

**RFI No. 001-2019 FOR ADMINISTRATOR OF RECORD FOR ABANDONED/FORECLOSED/VACANT PROPERTIES**

**CURRENT CONTRACT PERIOD: March 1, 2019 THRU February 29, 2020**

Dear Mr. Mulberry:

The Agreement for "**ADMINISTRATOR OF RECORD FOR ABANDONED/FORECLOSED/VACANT PROPERTIES**" will expire on February 29, 2020. This Agreement allows for three (3) additional one-year renewals under the same prices, terms and conditions. The City of Boynton Beach would like to renew this contract with your firm for an additional one-year term under the same terms and conditions.

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

Sincerely,

Mara Frederiksen  
Director of Financial Services

cc: Adam Temple, Director Community Standards  
File



# The City of Boynton Beach



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

## RFI No. 001-2019 FOR ADMINISTRATOR OF RECORD FOR ABANDONED/FORECLOSED/VACANT PROPERTIES

CONTRACT RENEWAL PERIOD: *March 1, 2020 THRU February 28, 2021*

☒ Yes, I agree to renew the existing agreement with the same Terms and Conditions for the renewal period of March 1, 2020 THRU February 28, 2021.

☐ No, I do not wish to renew the agreement for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Registration Champions, LLC

NAME OF COMPANY

*David Mulberry*

NAME OF REPRESENTATIVE  
(Please print)

*1/14/2020*

DATE

*[Signature]*

SIGNATURE

*President/CEO*

TITLE

*(321) 421-6639*

(AREA CODE) TELEPHONE NUMBER

*dmulberry@PROCHAMPS.com*

E-MAIL ADDRESS



CITY OF BOYNTON BEACH  
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS  
February 04, 2020

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**REQUESTING DEPARTMENT: POLICE**  
**DEPARTMENT CONTACT: Liz Roehrich**  
**TERM: February 22, 2020 thru February 21, 2021**  
**SOURCE FOR PURCHASE: Palm Beach County Piggyback Bid No. 700089RC**  
**ACCOUNT NUMBER: 001-2112-521-49-17.**  
**VENDOR(S): Extreme Pest Control, Inc.**  
**ANNUAL ESTIMATED EXPENDITURE: \$8,000.00**  
**DESCRIPTION:**

On January 22, 2018, the City Manager approved a piggyback contract with Extreme Pest Control, Inc. for the removal and disposal of animal remains. Palm Beach County has exercised a renewal of the contract effective February 22, 2020 thru February 21, 2021. Extreme Pest Control, Inc. has agreed to extend the prices, terms and conditions of the County Contract to the City thru 2021.

**REQUESTING DEPARTMENT: COMMUNITY STANDARDS**  
**DEPARTMENT CONTACT: ADAM TEMPLE**  
**TERM: March 1, 2020 thru February 28, 2021**  
**SOURCE FOR PURCHASE: City RFI No. 001-2019**  
**ACCOUNT NUMBER: N/A**  
**VENDOR(S): Property Registration Champions, LLC**  
**ANNUAL ESTIMATED EXPENDITURE: \$0 (revenue generating contract)**  
**DESCRIPTION:**

On April 2, 2019, City Commission approved a one-year award to Property Registration Champions, LLC for registration and monitoring services of vacant, abandoned, and foreclosed property within the City. 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 February 28, 2021.

The contract calls for a \$250 fee to be charged for each registration with \$150 paid to the City. The contract term is for one year, with the option to renew under the same terms and conditions for three (3), one (1) year terms.

This agreement provides revenue to the City projected revenue for fiscal year 2019/2020 is \$100,000.00

FY 16-17- \$266,150

FY 17-18- \$102,600

FY 18-19- \$72,683

FY 19-20- \$31,850 YTD



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:**

Accept surtax capital project status report for 1st quarter of fiscal year 2019-20 - October through December 2019.

---

**Explanation of Request:**

The attached report is an update for the fiscal year 2019-20 capital projects that are funded through surtax funds. Projects are in varying stages and the report includes a status update for each project.

Through December 2019, the City has awarded approximately \$3,192,341 worth of work from the surtax funds amended budget of \$9,310,562. With a majority of the work encompassing Hester Center Re-Roof, Boynton Lakes Park Playground Replacement, Kapok Park Playground (Direct Owner Purchase) Sidewalk Replacement, Library RFID Inventory System, Public Works Complex Painting, Town Square Network Equipment, Police Dept Headquarters Network Equipment, and Fiber Optic Cable to North Tower Site.

**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
	Attachment	CIP Quarterly Update



**CITY OF BOYNTON BEACH**  
**CAPITAL IMPROVEMENT PLAN**  
**FUND 303 PROPOSED CIP BUDGET - FUNDED BY SALES SURTAX**  
**FY 2019/20 to FY 2023/24 SALES SURTAX CAPITAL IMPROVEMENT PROGRAM**

Account Number Fund-Location-Exp	Project Number	PROJECT NAME	Project Status	Project Manager
303-4103-580.63-15	GG1801	Boynton Beach Blvd Extension & Pete Pond Improv (Construction)	Under Design	Matt Doyle
303-4103-580.63-15	GG1802	Boynton Beach Blvd Extension & Pete Pond Improv (Design) and Planters Box	Under Design	Matt Doyle
303-1214-580.62-01	TSKID	Town Square Temporary Site Removal (PD, Library, etc.)	Under Design	Kevin Ramsey
303-4230-572.64-04	RP2010	Town Square Park - Kids' Kingdom (Equipment Direct Owner Purchase)	Complete	Andrew Mack
303-4299-580.63-06	GG1820	Citywide Recreation and Parks Entry Signs	Under Construction	Matt Doyle
303-4130-580.63-00	GG1821	Head Start Center – Seal coat parking lot	In Finance - Requisition/Purchase Order	Jose Murray
303-4130-580.62-03	GG1822	Head Start Center – Seal coat parking lot ADA	In Finance - Requisition/Purchase Order	Jose Murray
303-4101-580.62-01	CP0703	General Government - Carpet Replacement	Ongoing	Gail Mootz
303-4101-580.64-18	GG1004	General Government - HVAC Repairs	Ongoing	Gail Mootz
303-4101-580.62-01	GG1901	General Government - Misc Repairs & Replacement	Ongoing	Gail Mootz
303-4125-580.62-03	GG1833	Pistol Range ADA*	Under Design	Gary Dunmyer
303-4116-580.62-01	GG1834	Public Works Complex - Painting	Under Construction	Gail Mootz
303-4116-580.62-01	GG1835	Public Works Compound – Sealcoat Parking Lot	In Finance - Requisition/Purchase Order	Jose Murray
303-4116-580.62-03	GG20xx	Public Works Compound – ADA*	Under Design	Andrew Mack
303-4116-580.62-01	GG20xx	Public Works Compound – Gate Replacement	Under Design	Gail Mootz
303-4116-580.62-03	GG1842	Public Works Compound – Planning & Design	Under Design	Andrew Mack
303-4116-580.62-03	GG23xx	Public Works Compound – Lobby and Security Upgrades	In Procurement	Andrew Mack
303-4199-580.62-01	GG19xx	Citywide Sustainability Upgrades	Ongoing	Rebecca Harvey
<b>TOTAL GENERAL GOVERNMENT PROJECTS</b>				
303-4209-572.64-18	GG	Ezell Hester AHU-2 (Weight Room) HVAC Replacement (Jan-20)	In Procurement	Gail Mootz
303-4209-572.64-18	GG	Ezell Hester AHU-3a (Gym Storage) HVAC Replacement (Mar-19)	In Procurement	Gail Mootz
303-4209-572.64-18	GG	Ezell Hester AHU-4 (Office/Bathrooms) HVAC Replacement (Jan-19)	In Procurement	Gail Mootz
303-4209-572.64-18	GG1850	Ezell Hester Center - CU-1 HVAC Replacement	In Procurement	Gail Mootz
303-4128-522.64-18	GG	Fire Station # 4 AHU-1 HVAC Replacement (Jan-20)	In Procurement	Gail Mootz
303-4128-522.64-18	GG	Fire Station # 4 AHU-2 HVAC Replacement (Feb-20)	In Procurement	Gail Mootz
303-4128-522.64-18	GG	Fire Station # 4 AHU-3 HVAC Replacement (Aug-20)	In Procurement	Gail Mootz
303-4128-522.64-18	GG	Fire Station # 4 CU-3 HVAC Replacement (Jan-20)	In Procurement	Gail Mootz
303-4111-572.64-18	GG	Senior Center AHU-2 HVAC Replacement (Apr-20)	In Procurement	Gail Mootz
303-4111-572.64-18	GG	Senior Center CU-2 HVAC Replacement (Apr-20)	In Procurement	Gail Mootz
<b>TOTAL GOVERNMENT HVAC PROJECTS</b>				
303-4236-580.62-01	RP19xx	Boynton Lakes Park - Repaint Roof Pavilion	Under Construction	Kevin Ramsey
303-4209-572.62-01	RP1903	Hester Center - Re-roof Main Building	Under Construction	Kevin Ramsey
303-4210-572.63-05	RP1802	Oceanfront Park - paint-roof Pavilions, Bathrooms, Life Bldg	In Finance - Requisition/Purchase Order	Kevin Ramsey
<b>TOTAL GOVERNMENT ROOFING PROJECTS</b>				
303-4234-572.62-01	RP1805	Barton Park - Replace Monument Sign & Paint Restroom	Under Design	Kevin Ramsey
303-4236-572.64-04	RP1810	Boynton Lakes Park - Playground Equipment & Gazebo Painting	Under Construction	Gail Mootz
303-4236-572.63-03	RP1811	Boynton Lakes Park - Playground Equip & Gazebo ADA	Under Construction	Gail Mootz
303-4234-572.62-03	RP1812	Boynton Beach Memorial Park (Cemetery) - ADA*	Under Design	Kevin Ramsey
303-4113-572.63-05	RP1814	Carolyn Sims Center –Paint Pavilion and table	Complete	Gail Mootz
303-4209-572.63-05		Hester Center - Site Improvements (Design & Construction)	Under Design	Paoloa Mendoza
303-4209-572.63-05	RP1905	Hester Center - Game Room Repairs	In Finance - Requisition/Purchase Order	Kevin Ramsey
303-4209-572.63-05	RP2011	Hester Center - Exterior Door & Window Replacement	In Finance - Requisition/Purchase Order	Kevin Ramsey
303-4209-572.63-05	RP2016	Hester Center - Bathroom, Locker Room, & Int. Door Renovations	In Procurement	Kevin Ramsey
303-4209-572.63-05	RP1826	Hester Center – Basketball Court Resurfacing	Not Started	Gail Mootz
303-4209-572.63-05	RP1908	Hester Center – Scrub Fence	Not Started	Andrew Mack
303-4209-572.62-01	RP1904	Hester Center – Concession Building Renovation	Complete	Gail Mootz
303-4223-572.62-01	RP1820	Intracoastal Park - Carpet Replacement	Not Started	Kevin Ramsey
303-4223-572.62-01	RP1921	Intracoastal Park - Intracoastal Parking Lot Resealing	In Finance - Requisition/Purchase Order	Jose Murray
303-4223-572.62-01	RP20XX	Intracoastal Park - Clubhouse & Main Pavilion Exterior Paint	Not Started	Kevin Ramsey
303-4223-572.62-01	RP1822	Intracoastal Park – Refurbish restrooms	In Finance - Requisition/Purchase Order	Kevin Ramsey
303-4223-572.62-03	RP1823	Intracoastal Park – Refurbish restrooms ADA	In Finance - Requisition/Purchase Order	Kevin Ramsey
303-4223-572.63-05	RP	Intracoastal Park –Cans, tables, benches	Not Started	Matt Doyle
303-4235-572.63-50	RP2004	Jaycee Park - Interpretive Art	Not Started	Debby Coles-Dobay
303-4235-572.62-01	RP1825	Jaycee Park - Restroom Building Exterior Painting	In Procurement	Gail Mootz
303-4235-572.62-01	RP1827	Jaycee Park - Parking Lot Resealing	In Finance - Requisition/Purchase Order	Jose Murray
303-4235-572.62-01	RP1828	Jaycee Park –Paint Pavilions	In Finance - Requisition/Purchase Order	Gail Mootz
303-4235-572.62-01	RP1829	Jaycee Park –Pour In Place repair	In Finance - Requisition/Purchase Order	Gail Mootz
303-4299-572.62-03	RP20XX	Kiwanis Sierra Park - ADA*	Under Design	Gary Dunmyer
303-4237-572.63-05	RP1830	Knollwood Park – Parking Lot	Not Started	Jose Murray
303-4231-572.63-05	RP2014	Laurel Hills Park - Basketball Court Restoration	Under Design	Gail Mootz
303-4231-572.62-03	RP2015	Laurel Hills Park – Basketball Court ADA	Under Design	Gail Mootz

## CITY OF BOYNTON BEACH

## CAPITAL IMPROVEMENT PLAN

## FUND 303 PROPOSED CIP BUDGET - FUNDED BY SALES SURTAX

303-4220-580.62-01	RP1902	Little League Park Fields 1,2,3,4 repair dugouts	Complete	Gail Mootz
303-4227-572.62-01	RP18	Mangrove Park - Flooring	Project Delayed to Future FY	Andrew Mack
303-4227-572.63-05	RP18xx	Mangrove Park – Fence Repair	Project Delayed to Future FY	Andrew Mack
303-4227-572.63-05	RP18xx	Mangrove Park – Bench replacement	Project Delayed to Future FY	Andrew Mack
303-4227-572.63-05	RP1837	Mangrove Park – Interpretive markers	Project Delayed to Future FY	Andrew Mack
303-4227-572.63-05	RP1838	Mangrove Park – Refurbish Restrooms	Project Delayed to Future FY	Andrew Mack
303-4227-572.62-03	RP1839	Mangrove Park – Refurbish Restrooms ADA	Project Delayed to Future FY	Andrew Mack
303-4227-572.62-03	RP1841	Mangrove Walk at the Marina - ADA*	Project Delayed to Future FY	Andrew Mack
303-4216-572.62-01	RP2005	Meadows Park - Site Improvements (Design & Construction)	Under Design	Paola Mendoza
303-4216-572.62-01	RP1842	Meadows Park - Restroom Building Exterior Painting	In Finance - Requisition/Purchase Order	Gail Mootz
303-4216-572.64-03	RP1843	Meadows Park - Fitness Trail Equipment	Under Construction	Gail Mootz
303-4216-572.63-05	RP1845	Meadows Park - Pathways/Sidewalks Repair	Under Construction	Paola Mendoza
303-4216-572.63-05	RP1846	Meadows Park - Tennis Courts Fencing	Complete	Gail Mootz
303-4216-572.62-01	RP1841	Meadows Park – Restroom Refurbishment	Under Design	Kevin Ramsey
303-4216-572.62-03	RP1912	Meadows Park – Restroom Refurbishment ADA	Under Design	Kevin Ramsey
303-4216-572.63-05	RP1913	Meadows Park – Pavilions Roof Paint	In Procurement	Kevin Ramsey
303-4216-572.62-03	RP1848	Meadows Park – Playground Equipment ADA	Under Design	Paola Mendoza
303-4210-572.63-05	RP1952	Oceanfront Park - Parking Lot Lights	In Procurement	Kevin Ramsey
303-4210-572.62-01	RP1916	Oceanfront Park - Replace Cans, Benches, Cart Corrals	Not Started	Matt Doyle
303-4210-572.62-01	RP1917	Oceanfront Park - Maintenance Building Repairs	Under Design	Kevin Ramsey
303-4210-572.62-01	RP1918	Oceanfront Park - Masonry Pavilion Grill	Under Design	Kevin Ramsey
303-4210-572.62-01	RP1919	Oceanfront Park - Pavilion Retaining Wall Repair	Under Design	Kevin Ramsey
303-4210-572.63-05	RP1850	Oceanfront Park – Sealcoat parking lot	In Finance - Requisition/Purchase Order	Jose Murray
303-4210-572.63-03	RP1850	Oceanfront Park – Sealcoat parking lot ADA	In Finance - Requisition/Purchase Order	Jose Murray
303-4210-572.63-05	RP1851	Oceanfront Park – Asphalt pathway	Under Design	Kevin Ramsey
303-4210-572.63-50	RP1906	Oceanfront Park – Art (Turtle) Restoration	Complete	Debby Coles-Dobay
303-4210-572.63-05	RP2006	Oceanfront Park – Beach Shower	Under Construction	Gail Mootz
303-4211-572.62-01	RP1862	Oyer Park – Park Ramp Assessment	Under Design	Kevin Ramsey
303-4211-572.62-01	RP1957	Oyer Park – New Dumpster Enclosure	Under Design	Andrew Mack
303-4232-572.62-03	RP1858	Palmetto Greens Linear Park – Playground ADA	Complete	Kevin Ramsey
303-4232-572.62-03	RP1859	Palmetto Greens Linear Pk – Replace/maintain Picnic tables ADA	Not Started	Matt Doyle
303-4232-572.62-01	RP1915	Palmetto Greens Linear Park – Paint pavilion	Complete by In-house Staff	Kevin Ramsey
303-4232-572.63-05	RP16	Palmetto Greens Linear Park – Parking Lot Sealcoat	Complete	Kevin Ramsey
303-4232-572.62-03	RP16	Palmetto Greens Linear Park – Parking Lot Sealcoat ADA	Complete	Kevin Ramsey
303-4115-572.63-05	RP1907	Pence Park - Redesign of entire park	Under Design	Kevin Ramsey
303-4115-572.62-01	RP1863	Pence Park – Paint Restroom exterior	In Finance - Requisition/Purchase Order	Kevin Ramsey
303-4115-572.63-03	RP1863	Pence Park – Parking Spaces, new ADA	Under Design	Gary Dunmyer
303-4217-572.63-05	RP1864	Pioneer Canal Park - Fishing Pier Repair	Under Design	Kevin Ramsey
303-4217-572.62-03	RP1864	Pioneer Canal Park – Fishing Pier Path ADA	Under Design	Kevin Ramsey
303-4217-572.63-05	RP1865	Pioneer Canal Park - Tennis Court Fencing	Under Design	Gail Mootz
303-4217-572.63-05	RP1866	Pioneer Canal Park – Basketball and Tennis Courts	Under Design	Gail Mootz
303-4217-572.62-03	RP1866	Pioneer Canal Park – Basketball and Tennis Courts ADA	Under Design	Gail Mootz
303-4111-572.62-01	RP2013	Senior Center - Reconstruct Parking Lots	Project Delayed to Future FY	Andrew Mack
303-4212-572.63-05	RP1879	Tennis Center – Parking Lot Sealcoat	In Finance - Requisition/Purchase Order	Jose Murray
303-4212-572.62-03	RP1879	Tennis Center – Parking Lot Sealcoat ADA	In Finance - Requisition/Purchase Order	Jose Murray
303-4212-572.63-05	RP1880	Tennis Center – Parking Lot Median Upgrade	Under Design	Gail Mootz
303-4212-572.62-01	RP1881	Tennis Center – Entry Sign	Not Started	Matt Doyle
303-4299-572.62-03	RP1882	Veterans Park - ADA*	Under Design	Gary Dunmyer
<b>TOTAL RECREATION AND PARKS PROJECTS</b>				
303-4225-580.62-01	RP1901	Fire & Rescue Training Site at Rolling Green	Under Construction	Gail Mootz
303-4131-522.62-01	FA20xx	Fire Station 1 - Vehicle Exhaust System (Town Square)	In Finance - Requisition/Purchase Order	Matthew Petty
303-4199-522.62-01	FA20xx	Fire Station 2, 4 & 5 - Kitchen Renovations	Under Design	Kevin Ramsey
303-4126-522.62-01	FA2004	Fire Station #2 - Women Restroom Repair	In Finance - Requisition/Purchase Order	Kevin Ramsey
303-4126-522.62-01	FA20XX	Fire Station #2 – Interior Painting	In Finance - Requisition/Purchase Order	Gail Mootz
303-4127-522.63-15	FA1804	Fire Station #3 - Parking Lot Resealing	In Finance - Requisition/Purchase Order	Jose Murray
303-4128-522.62-01	FA1904	Fire Station #4 - Kitchen Renovation	In Procurement	Kevin Ramsey
303-4128-522.62-01	FA1905	Fire Station #4 - Paint Apparatus Bay	In Procurement	Gail Mootz
303-4128-522.62-01	FA1906	Fire Station #4 - Replace Apparatus Bay	In Procurement	Gail Mootz
303-4128-522.62-01	FA1907	Fire Station #4 - Sealcoat Parking Lot	In Finance - Requisition/Purchase Order	Jose Murray
303-4129-522.62-01	FA1808	Fire Station #5 – Pressure Wash & Patch Exterior	In Procurement	Kevin Ramsey
303-4129-522.62-01	FA1903	Fire Station #5 – Interior Painting	In Procurement	Kevin Ramsey
<b>TOTAL PUBLIC SAFETY PROJECTS</b>				
303-4101-580.64-15	IT1811	PC Replacement	Complete	Charles Stevens
303-4101-580.64-15	IT1903	Replace VMware Hosts	Complete	Charles Stevens
303-4104-580.64-14	IT1901	Library Dept. - Integrated System/RFID Inventory System	Under Construction	Craig Clark
303-4119-580.64-14	IT20xx	Automatic Vehicle Location Program - Police	Under Design	Craig Richards
303-4119-580.64-14	IT20xx	Real Time Crime Center - Police	In Finance - Requisition/Purchase Order	Craig Richards

**CITY OF BOYNTON BEACH**

**CAPITAL IMPROVEMENT PLAN**

**FUND 303 PROPOSED CIP BUDGET - FUNDED BY SALES SURTAX**

303-4119-580.64-14	IT20xx	License Plate Readers - Police	Not Started	Phil Hawkins
303-4119-580.64-15	IT2010	Network Equipment for Police Building	Under Construction	Craig Richards
303-4101-580.64-15	IT20xx	Emergency IT Equipment Replacement	Under Construction	Charles Stevens
303-4101-580.64-15	IT2001	Install Fiber Optic Cable - North Tower Site	Under Design	Charles Stevens
303-4101-580.64-15	IT2002	Network Infrastructure - New City Hall	Under Construction	Charles Stevens
303-4101-580.64-15	IT2003	Network Infrastructure - Open Areas Town Square	Under Construction	Charles Stevens
303-4101-580.64-15	IT2004	Network Infrastructure - Fire Station 1	Under Construction	Charles Stevens
303-4101-580.64-15	IT2005	Network Infrastructure - Old High School	Under Construction	Charles Stevens
<b>TOTAL INFORMATION TECHNOLOGY PROJECTS</b>				
303-4904-541.63-24	CP0263	Sidewalks - Replacement	Under Construction	Gary Dunmyer
303-4905-580.63-08	TR1601	Model Block 10th & 11th Avenue	Complete	Andrew Mack
303-4904-541.63-03	TR1701	Sidewalks Ramp - ADA	Under Construction	Gary Dunmyer
303-4905-580.63-08	TR2001	South East 1st Street Improvement & Design (Partial Utility Funded)	Under Design	Gary Dunmyer
303-4905-580.63-08	CP0266	Street Maintenance/Impv.	Under Construction	Gary Dunmyer
303-4906-541.63-22	TR0903	Bridge Repair - Maintenance & Improvements	Under Design	Gary Dunmyer
303-4905-541.63-23	TR1001	FEC Crossing Upgrade	Complete	Gary Dunmyer
<b>TOTAL TRANSPORTATION/ROADWAY PROJECTS</b>				



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:**

Approve Task Order UT-1C-05 with Carollo in the sum of \$73,600.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C executed on August 22, 2018 for the Community Rating System (CRS) Support Services for the upcoming Verification Process.

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**Explanation of Request:**

The National Flood Insurance Program's (NFIP) Community Rating System (CRS) was implemented in 1990 as a voluntary program for recognizing and encouraging community floodplain management activities exceeding the NFIP's minimum standards. Flood insurance rates, which are calculated by the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program, are determined in part by the work that each community does to reduce the effects of flooding in the community. The CRS uses a Class Rating system that is similar to fire insurance rating to determine flood insurance premium reductions for residents. The CRS Class Ratings are rated from 10 (no premium reduction) to 1 (45% premium reduction). Each class rating improvement accounts for an additional 5% premium reduction for the City's residents.

The City of Boynton Beach CRS Class 6 rating became effective on October 1, 2017. The City has a goal of upgrading to a Class 5, which would give residents a 25% discount on flood insurance premiums. As the requirements of the CRS verification process are complex, the City is seeking a team of specialized consultants to provide support services to guide the City through this five-year cycle process. Carollo will

**How will this affect city programs or services?**

The City must prepare for the verification process to be conducted by the CRS program administrator, the Insurance Services Office (ISO), in order for the City residents and business to continue enjoying the current discount on their flood insurance. It is highly recommended that the City begin to work with the consulting team as soon as possible in allowance for administrative delays, hurricane storm responses, and holiday calendar considerations. The verification visit is tentatively scheduled for September - October 2020.

**Fiscal Impact:**

Fund account to be used:  
401-2821-536.49-17

**Alternatives:**

Not to adopt the requested consulting support services possibly denying City residents of continuing enjoying the current discount on their flood insurance policies.

**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"/>	Task Order	Scope of services
<input type="checkbox"/>	Contract	Carollo General Consulting Contract

January 14, 2020

Mr. Joe Paterniti  
City of Boynton Beach  
124 E. Woolbright Rd.  
Boynton Beach, FL 33435

Subject: Task Order No. UT-1C-05- Community Rating System Evaluation and Support  
Services for the Community Rating Verification Process

Dear Mr. Paterniti:

Attached is our proposal for Community Rating System Evaluation and Support Services for the  
Community Rating Verification Process.

We look forward to working with the City on this important project.

Sincerely,

CAROLLO ENGINEERS, INC.



Elizabeth Fujikawa, PE, LEED AP  
Vice President

tg:n

**Community Rating System Evaluation and Support Services for the Community Rating  
Verification Process**

**Contract No.: 046-2821-17/TP-General Consulting Services**

**Scope Category "C"**

Task Order No. UT-1C-05

**SCOPE OF SERVICES**

**Background**

The National Flood Insurance Program's (NFIP) Community Rating System (CRS) was implemented in 1990 as a voluntary program for recognizing and encouraging community floodplain management activities exceeding the NFIP's minimum standards. Flood insurance rates, which are calculated by the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program, are determined in part by the work that each community does to reduce the effects of flooding in the community. The CRS uses a Class rating system that is similar to fire insurance rating to determine flood insurance premium reductions for residents. The CRS Class Ratings are rated from 9 (no premium reduction) to 1 (45% premium reduction). Each class rating improvement accounts for an additional 5% premium reduction for the City's residents.

The City of Boynton Beach (City) is one of several municipalities in Palm Beach County that actively participates in the Community Rating System. The City of Boynton Beach CRS Class 6 rating became effective on October 1, 2017. The City has a goal of upgrading to a Class 5, which would give residents a 25% discount on flood insurance premiums. As the requirements of the CRS verification process are complex, the City is seeking a team of specialized consultants to provide support services to guide the City through the process. Carollo will perform these services under our General Consulting Services Contract with the City (Contract No. 046-2821-17/TP).

**Scope of Work**

This work will be done by Lori Lehr, Inc. as detailed in the attached pages.

**Fee**

The method of payment for this project will be the hourly billing rates plus reimbursables plus a subconsultant markup of 10 percent by Carollo. Carollo will also have a project manager present for the kickoff meeting (2 hours), PPI meeting (2 hours), the 2020 cycle verification visit (8 hours), at the agreed contact rate of \$175 per hour. The total cost is not to exceed \$73,600.

Task	Lori Lehr Inc. Hours	Lori Lehr Inc. Labor Cost	Sub-Consultant Markup (10%)	Carollo Project Manager	Carollo Labor Cost	Total
	\$150			\$175		
1. Organize	120	\$18,000	\$1,800	2	\$350	\$20,150
2. Interviews	40	\$6,000	\$600			\$6,600
3. Exit Report	40	\$6,000	\$600			\$6,660
4. Annual PPI Meeting & Report	10	\$1,500	\$150	2	\$350	\$2,000
5. Prepare Documentation	70	\$10,500	\$1,050			\$11,550
6. CRS Cycle Verification Visit	80	\$12,000	\$1,200	8	\$1,400	\$14,600
7. Follow-up Documentation	40	\$6,000	\$600			\$6,600
Reimbursable Travel expenses		\$5,000	\$500			\$5,500
Total	400	\$65,000	\$6,500	12	\$2,100	\$73,600

### **Schedule**

The proposed schedule for the project is presented below. As the visit from ISO/CRS Specialist cannot be predicted at this time, the schedule is based on the general milestones as indicated below:

- Task 1 – Will begin within 1 week from the NTP.
- Task 2 and 3 – Report will be finalized within 2 weeks of interview conclusion
- Task 4 will be scheduled by City
- Task 5 will be completed within 90 days, after receiving required documentation from Summary Report
- Task 6 and 7 are dependent on the schedule of the CRS cycle verification visit, but are anticipated to be completed within 60 days.





**LORI LEHR INC.**  
YOUR LINK TO CRS SUCCESS

Lori Lehr, CFM  
727.235.3875  
lori@lorilehrinc.com

December 5, 2019

Joseph Paterniti, P.E.  
Utilities Director  
Boynton Beach Utilities  
City of Boynton Beach  
124 East Woolbright Road  
Boynton Beach, Florida 33453

Via Email: [PaternitiJ@bbfl.us](mailto:PaternitiJ@bbfl.us)

**RE: Proposal for Community Rating System Evaluation and Support Services  
for the Community Rating Verification Process**

Dear Mr. Paterniti,

**Lori Lehr Inc.** is pleased to submit a proposal for providing professional services to the City of Boynton with support services for the upcoming CRS verification visit and evaluation process under the Community Rating System (CRS) for the National Flood Insurance Program (NFIP).

As the sole proprietor of Lori Lehr Inc, I, Lori Lehr, will be the be responsible for all service related to this proposal which includes coordinating with City staff and partnering agencies to collect the documentation to support the CRS cycle verification process. I received my Certified Floodplain Manager (CFM) status by the Association of State Floodplain Managers, Inc. (ASFPM) in 2000 and have been involved in the floodplain management industry since that time. My floodplain management career started in the City of St. Petersburg serving as the floodplain administrator, building permit construction reviewer and acting as a liaison between the City and FEMA. Further, I offer over eight (8) years of specific experience as a CRS Specialist working with Insurance Services Office (ISO). I am well versed in all iterations of CRS Manual and with the implementation of the Manuals under the most current CRS guidelines. While working with ISO, I submitted over 120 CRS verification files to FEMA, many of which resulted in a CRS class improvement for those communities. As ISO/CRS Specialist, I assisted communities with the highest dollars of CRS discount in the Nation. I also recertified over 80 communities in the CRS program on an annual basis.

As a consultant, I have had the pleasure of assisting numerous communities in Florida to make application to the CRS program as well as to achieve CRS Class improvements. The communities I have worked with include; City of Bonita Springs, CRS Class 5, City of Dunedin, CRS Class 5, Village of Estero, CRS Class 6, Hillsborough, CRS Class 5, Village of Islamorada, CRS Class 6, Town of Jupiter Island, CRS Class 7, City of Key Colony Beach, CRS Class 8, City of Key West, CRS Class 7, Lee County, CRS Class 5, Village of Palmetto Bay, CRS Class 8. The most recent project is ongoing with Monroe County, CRS Class 5.

In addition, I have specific knowledge of the State of Florida's floodplain management practices. My extensive knowledge and experience with CRS audits and verification processes will provide the necessary support and leading guidance for this important proposal.

Provided within this proposal are the objectives as well as the scope of services to be provided and the total estimated hours and fee.

### **Project Objective**

This project is to provide consulting services to City of Boynton Beach for maintenance of their CRS activities and to prepare the City for their 2020 CRS cycle verification visit under the *2017 CRS Coordinator's Manual* requirements.

### **Project Approach**

A thorough review of the CRS activities currently being credited will be conducted and guidance provided on the maintenance of the CRS credited activities. I will meet with the appropriate City staff to review what is necessary to keep/maintain the current credits under the *2017 Manual* for the City's CRS Class 6 rating. Additional CRS credit opportunities will be identified during the review process with to assist the with the City's goal of moving toward a CRS Class 5. the This scope assumes that the City will support this effort by making staff available to help verify credit points.

The City is currently receiving CRS credit under the *2013 CRS Coordinator's Manual*. It is understood that the City may need to implement new CRS activities to maintain a CRS Class 6 under the significantly different participation requirements in the *2017 CRS Coordinator's Manual*.

Compliance with the NFIP is prerequisite for participation in the CRS program. Assuring that the City complies is achieved via review of the City's Elevation Certificate by the ISO/CRS Specialist 30-60 days prior to the scheduled CRS Cycle verification visit. The Certificates must score a minimum of 90% correct for participation in the CRS program under the *2017 CRS Coordinator's Manual*. This proposal does not include assistance with NFIP compliance or an extensive review of all the Elevation Certificates that have been collected since the last CRS cycle verification visit.

### **Project Tasks**

**Task 1. Organize:** I will review the documentation from the City's previous CRS cycle verification and identify the CRS activities that are currently credited and identify the documentation requirements to maintain the current credit if applicable in the *2017 CRS Coordinator's Manual*. Potential new credit will be identified along with the documentation requirements for additional credit under the *2017 CRS Coordinator's Manual*. The City will make available all materials relevant to these credits in addition to any elements the CRS Coordinator believes could be eligible for credit.

**Task 2. Interviews:** The City CRS Coordinator and I will schedule in person meetings with the City staff to review the current CRS program and to discuss the additional documentation requirements for the City's CRS cycle verification visit.

**Task 3. Exit Report:** Within two (2) weeks of the office interviews, a report will be provided to the CRS Coordinator on the preliminary findings. This report will include the documentation requirements for the CRS activities discussed during the interview process along with suggestions for activities that the City may want to implement for additional CRS credit.

**Task 4. Conduct Annual Program for Public Information (PPI) Meeting:** I will conduct the 2020 PPI meeting and prepare the 2020 required PPI progress report.



**Task 5. Prepare Documentation for the Cycle Verification:** Ninety (90) days prior to the 2020 schedule CRS Verification visit, the City will submit to me for review, the documentation outlined in the Exit Report. The documentation will be processed and prepared for submission to ISO. It is expected that there will be significant coordination with staff and the City CRS Coordinator to obtain the documentation in the format that is required by the CRS program. All the collected documentation will be merged to a PDF format that is organized to assure maximum CRS credit by the ISO/CRS Specialist. The completed CRS cycle verification document will be submitted on or before the CRS cycle verification visit date.

**Task 6. CRS Cycle Verification Visit:** I will coordinate with the ISO/CRS Specialist to be available during the scheduled CRS cycle verification visit.

**Task 7. Follow-up Documentation:** If the ISO/CRS Specialist request additional documentation or a modification to the submitted documentation, I will assist the City until the follow-up requests until all requests are satisfied.

**Professional Fees (not including travel expenses)**

<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
1. Organize	120	\$150.00	\$18,000.00
2. Interviews	40	\$150.00	\$6,000.00
3. Exit Report	40	\$150.00	\$6,000.00
4. Annual PPI Meeting and Report	10	\$150.00	\$1,500.00
5. Prepare Documents	70	\$150.00	\$10,500.00
6. Verification Visit	80	\$150.00	\$12,000.00
7 Follow-up documentation	40	\$150.00	\$6,000.00
<b>Total =</b>	<b>400</b>		<b>\$60,000.00</b>

The estimated total fee shall not be exceeded without further written authorization by the City of Boynton Beach. This Proposal is only for the items specifically mentioned above. The project shall be billed monthly based upon the hourly rate schedule above. Please Note: the proposed hours and scope of work can be adjusted according to the City's needs and expectations.

Reimbursable expenses, such as mileage, hotel, and per diem is not included in the estimated fee and shall be billed separately at the current IRS rates. **Daily estimated reimbursable expenses are \$500 per day, not to exceed 10 travel days.**

**The total estimated, not-to-exceed, fee plus expenses is \$65,000**

**Additional CRS related tasks not specifically outlined in this proposal, requested in writing by the City of Boynton Beach, will be billed at a charge of \$150.**



**City of Boynton Beach Expected Contribution**

The City is expected to contribute adequate staff time for the following work:

- **Task 1. Organize:** Providing the appropriate materials and setting up the interviews.
- **Task 2. Interviews:** Ensuring that all staff are available for the interviews. Providing needed GIS maps, GIS data, and other materials as requested.
- **Task 3. Exit Report:** Review and critique the draft report and provide staff support to provide additional documentation as appropriate.
- **Task 4. Conduct Annual Program for Public Information (PPI) Meeting:** The City will be responsible for organizing the PPI meeting and ensuring that the require PPI committee members attend the meeting.
- **Task 5. Prepare Documentation for the CRS Cycle Verification:** Appropriate staff to provide requested documentation in a format that can be credited by the CRS program. It is expected that the City will provide GIS support to prepare CRS related impact maps.
- **Task 6. CRS Cycle Verification Visit:** This appropriate City staff will need to participate in the verification visit as requested by ISO as the City feels necessary to address all potential ISO questions relating to specific subject matters unique to the City.
- **Task 7. Follow-up Documentation:** Staff time Review and critique of final documentation to be submitted for any necessary follow-up after the visit.

I look forward to working with you and appreciate the opportunity to submit this proposal for CRS support services. Your acceptance of this proposal may be indicated by signing below and returning a copy to me via email.

Please contact me if you have any questions.

Sincerely,



Lori Lehr, CFM  
Lori Lehr Inc.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2019

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).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	
<b>INSURED</b> Lori Lehr Inc. 3441 Pittman Road Dover FL 33527	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hiscox Insurance Company Inc	<b>NAIC #</b> 10200
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<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	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			UDC-4141233-CGL-19	04/25/2019	04/25/2020	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$ 100,000	
	OTHER:						MED EXP (Any one person)	
							\$ 5,000	
							PERSONAL & ADV INJURY	
							\$ 1,000,000	
							GENERAL AGGREGATE	
							\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	
							\$ S/T Gen. Agg.	
							\$	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					\$	
							BODILY INJURY (Per accident)	
							\$	
							PROPERTY DAMAGE (Per accident)	
							\$	
							\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					\$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					AGGREGATE	
							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT	
							\$	
							E.L. DISEASE - EA EMPLOYEE	
							\$	
							E.L. DISEASE - POLICY LIMIT	
							\$	

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

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 3/29/2019

**EXPIRATION DATE:** 3/28/2021

**PERSON:** LORI L LEHR

**EMAIL:** LORI@LORILEHRINC.COM

**FEIN:** 811401221

**BUSINESS NAME AND ADDRESS:**

LORI LEHR, INC.

3441 PITTMAN RD

DOVER, FL 33527

**SCOPE OF BUSINESS OR TRADE:**

Salespersons or  
Collectors ☐ Outside

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IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

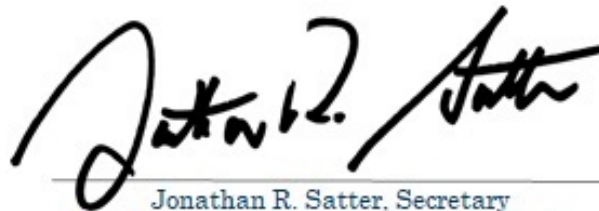
# State of Florida

## Woman Business Certification

Lori Lehr Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

10/31/2019 to 10/31/2021



Jonathan R. Satter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)

**2018 - 2019 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT**

OCC. CODE

280.000111 PUBLIC SERVICE

**EXPIRES SEPTEMBER 30, 2019**

ACCOUNT NO.

52932

NEW BUSINESS

1 Employees

Receipt Fee

22.00

Hazardous Waste Surcharge

0.00

Law Library Fee

0.00

BUSINESS LORI LEHR INC  
3441 PITTMAN ROAD  
DOVER, FL 33527

NAME LORI LEHR INC.  
MAILING C/O: LORI LEHR  
ADDRESS 3441 PITTMAN ROAD  
DOVER, FL 33527

Paid 18-0-192168

03/20/2019 22.00

**BUSINESS TAX RECEIPT**

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

**2018 - 2019**

DOUG BELDEN, TAX COLLECTOR  
813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.





## 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 CAROLLO ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

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

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

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

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

### ARTICLE 1 - SERVICES

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

- |                                     |                  |   |
|-------------------------------------|------------------|---|
| <input checked="" type="checkbox"/> | Scope Category A | Water Plant Modifications, Capacity and Operations Evaluation |
| <input checked="" type="checkbox"/> | Scope Category B | Infrastructure Improvements and Evaluations                   |
| <input checked="" type="checkbox"/> | Scope Category C | Ancillary Studies and Services                                |
|                                     | Scope Category D | Transportation Services                                       |
|                                     | Scope Category E | Architectural and Landscaping Design Services                 |

### 1.2 SERVICE AND RESPONSIBILITIES

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

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

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<sup>1</sup> The term "Agreement" has the same meaning as the term "contract".

- 1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.
- 1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.
- 1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.
- 1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.
- 1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or
- 1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

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

- 1.2.5 **BASIC SERVICES:** The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.
- 1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.
  - 1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.
  - 1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.
  - 1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.
  - 1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

- of general market conditions.
- 1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.
  - 1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.
  - 1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.
  - 1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.
  - 1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.
- 1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- 1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

- 1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.
  - 1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.
  - 1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.
  - 1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.
  - 1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.
  - 1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.
  - 1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.
- 1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

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

- 1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.
- 1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.
- 1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.
- 1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully 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 compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.
- 1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:
  - ❖ Conducting all pre-construction conferences;
  - ❖ Conducting all necessary construction progress meetings;
  - ❖ Observation of the work in progress to the extent authorized by the CITY;
  - ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
  - ❖ Maintenance and preparation of progress reports;

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

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

Although CONSULTANT shall not be responsible for health or safety



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

### **1.3 ADDITIONAL SERVICES**

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

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

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

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

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

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

## **1.4 CITY'S RESPONSIBILITIES**

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

- 1.4.1.1** Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.
- 1.4.1.2** Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 1.4.1.3** Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.
- 1.4.1.4** Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:
  - 1.4.1.5** Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;
  - 1.4.1.6** Appropriate professional interpretations of all of the foregoing;
  - 1.4.1.7** Environmental assessment and impact statements;
  - 1.4.1.8** Property, boundary, easement, right-of-way, topographic and utility surveys;
  - 1.4.1.9** Property descriptions;
  - 1.4.1.10** Zoning, deed and other land use restrictions;
  - 1.4.1.11** Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and
  - 1.4.1.12** Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.
  - 1.4.1.13** Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

## 1.5 SEQUENCE OF EVENTS

- 1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.
- 1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.
- 1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds \$25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.
- 1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT, failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.
- 1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.
- 1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.
- 1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

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

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

## **1.6 DEFINITION OF DEFAULT**

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

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

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

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

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

## **ARTICLE 2 - TERM**

- 2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.
- 2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

## **ARTICLE 3 - TIME OF PERFORMANCE**

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

## **ARTICLE 4 - PAYMENT**

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

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

- ❖ The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.
- ❖ In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.
- ❖ Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.
- ❖ Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.
- ❖ Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.
- ❖ The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

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

#### **ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS**

- 5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

#### **ARTICLE 6 - FUNDING**

- 6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

#### **ARTICLE 7 - WARRANTIES AND REPRESENTATIONS**

- 7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed



by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

**ARTICLE 8 - COMPLIANCE WITH LAWS**

- 8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

**ARTICLE 9 - INDEMNIFICATION**

- 9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.
- 9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

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

## **ARTICLE 10 - INSURANCE**

- 10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.
- 10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.
- 10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.
- 10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- 10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of \$1,000,000 per claim/aggregate.

- 10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.
- 10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- 10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

#### **ARTICLE 11 - INDEPENDENT CONTRACTOR**

- 11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.
- 11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

#### **ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES**

- 12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE**

- 13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.
- 13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

#### **ARTICLE 14 - SUBCONTRACTING**

- 14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:
- 14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.
- 14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

#### **ARTICLE 15 - DISCRIMINATION PROHIBITED**

- 15.1 The CONSULTANT, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

#### **ARTICLE 16 - ASSIGNMENT**

- 16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

## **ARTICLE 17 - NON-WAIVER**

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

## **ARTICLE 18 – TERMINATION**

- 18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.
- 18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

## **ARTICLE 19 – DISPUTES AND VENUE**

- 19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

## **ARTICLE 20 – UNCONTROLLABLE FORCES**

- 20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

#### **ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES**

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

#### **ARTICLE 22 – ESTIMATES AND PROJECTIONS**

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

#### **ARTICLE 23 – THIRD PARTIES**

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

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

<b>Copy to:</b>
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CAROLLO ENGINEERING, INC.
Attn: Elizabeth Fujikawa
9897 Lake Worth Road
Suite 302
Lake Worth, FL 33467

ARTICLE 25 - INTEGRATED AGREEMENT

- 25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.
- 25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

- 26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.
- 26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

## **ARTICLE 27 – PUBLIC RECORDS**

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

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA 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:

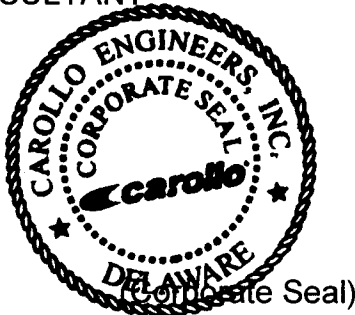
DATED this 22<sup>nd</sup> day of August, 2018.

CITY OF BOYNTON BEACH  
Lane Laksman  
City Manager

Elizabeth Fujikawa / Lyle Munce  
ELIZABETH FUJIKAWA /  
LYLE MUNCE  
CONSULTANT

Attest/Authenticated:

Title  
Judith A. Pyle  
City Clerk



Approved as to Form:

[Signature]  
Office of the City Attorney

Attest/Authenticated:

[Signature]  
Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

Personnel Classifications	Hourly Rate
Principal	\$279.00
Project Manager	\$279.00
Senior Engineer	\$202.00
Process Engineer	\$202.00
Sr Electrical Egn.	\$257.00
Elec. Egn.	\$202.00
Process Control/Inst. Egn.	\$202.00
Sr. Mechanical Engineer	\$257.00
Mechanical Engineer	\$202.00
Engineer	\$162.00
Designer	\$140.00
GIS Specialist	\$185.00
CADD/Technician	\$140.00
Public Relations Specialist	N/A
Construction Inspector	\$141.00
Sr. Rate analyst	\$202.00
Clerical/Administrative	\$105.00

Reimbursable Expenses:

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

**EXHIBIT “B”**  
**City of Boynton Beach Risk Management Department**  
**INSURANCE ADVISORY FORM**

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

<b><u>TYPE</u></b> (Occurrence Based Only)		<b><u>MINIMUM LIMITS REQUIRED</u></b>	
General Liability		General Aggregate	\$ 1,000,000.00
Commercial General Liability		Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)		Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability		Each Occurrence	\$ 1,000,000.00
Professional Liability		Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers		Med. Expense (any one person)	\$ 5,000.00
Pollution Liability			
Asbestos Abatement			
Lead Abatement			
Broad Form Vendors			
Premises Operations			
Underground Explosion & Collapse			
Products Completed Operations			
Contractual			
Independent Contractors			
Broad Form Property Damage			
Fire Legal Liability			
Automobile Liability		Combined Single Limit	\$ 500,000.00
Any Auto		Bodily Injury (per person)	to be determined
All Owned Autos		Bodily Injury (per accident)	to be determined
Scheduled Autos		Property Damage	to be determined
Hired Autos		Trailer Interchange	\$ 50,000.00
Non-Owned Autos			
PIP Basic			
Intermodal			
Garage Liability		Auto Only, Each Accident	\$ 1,000,000.00
Any Auto		Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability		Each Accident	\$ 1,000,000.00
		Aggregate	\$ 1,000,000.00
Excess Liability		Each Occurrence	to be determined
Umbrella Form		Aggregate	to be determined
Worker's Compensation			Statutory Limits
Employer's Liability		Each Accident	\$ 100,000.00
		Disease, Policy Limit	\$ 500,000.00
		Disease Each Employee	\$ 100,000.00
Property			
Homeowners Revocable Permit			\$ 300,000.00
Builder's Risk			Limits based on Project Cost
Other - As Risk Identified			to be determined

**EXHIBIT “C”**  
**PERFORMANCE EVALUATION FORM**  
**CONSULTING ENGINEERS**

Date:				Name of Firm:					
Office Location:									
1.	Service:	(Check One)	<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
If other than yes, provide detailed explanation on a separate sheet of paper.									
8.	Name, title, and office of rating officer (e.g. Utilities Director):								
9.	Signature of rating officer:								

**EXHIBIT “C”  
PERFORMANCE EVALUATION FORM  
CONSULTING ENGINEERS (CONTINUED)**

**DESIGN/ENGINEERING SERVICES AND PRELIMINARY  
BID DOCUMENT PREPARTION PHASE**

**Rate numerically 1 to 5 with 5 being the highest score   N/A**

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

\*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

**FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT**

**Rate numerically 1 to 5 with 5 being the highest score   N/A**

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

**EXHIBIT “C”**  
**PERFORMANCE EVALUATION FORM**  
**CONSULTING ENGINEERS (CONTINUED)**

**CONSTRUCTION PHASE COMPLETION**

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

**EXHIBIT "C"**  
**PERFORMANCE EVALUATION FORM**  
**CONSULTING ENGINEERS**  
**(continued)**

**PLANNING/STUDY ACTIVITY, REPORT, OTHER**

**Rate numerically 1 to 5 with 5 being the highest score    N/A**

1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:** **Proposed Resolution No. R20-013** - Establishing the goal of zero traffic fatalities on the City of Boynton Beach roadways; adopting Vision Zero as a policy for road and traffic safety for the City; and providing for an effective date.

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### **Explanation of Request:**

Vision Zero is a strategy to eliminate traffic fatalities and severe injuries among all road users, and to ensure safe, healthy, equitable mobility for all. Vision Zero provides a framework for reducing traffic deaths and serious injuries through a combination of engineering, education, and enforcement measures. Key elements of the Vision Zero system include reframing traffic fatalities as preventable; focusing on system failure; reducing the impact of collisions; adopting a safe system approach for vehicles, bicycles and pedestrians; data-driven decision making; and viewing road safety as a social equity issue.

First implemented in Sweden in the 1990s, where traffic deaths have been cut in half even while the number of trips increased, Vision Zero is gaining momentum across the globe, including in many U.S. communities.

This resolution establishes the elimination of traffic fatality and the reduction of serious injuries due to traffic accidents as a goal of the City of Boynton Beach. By adopting this resolution, the City Commission adopts Vision Zero as the policy for road and traffic safety in the City of Boynton Beach and directs near- and long-term traffic planning to be based on Vision Zero principles.

### **How will this affect city programs or services?**

Vision Zero activities will be integrated into the City's ongoing programs and services focused on improving and promoting multi-modal transportation. In the near term, the City will identify a diverse stakeholder team and will collect and analyze data to understand trends in traffic deaths and injuries in the City. In the medium term, the City will build leadership and collaboration; incorporate Vision Zero components into a project; develop a Vision Zero Action Plan; brand the concept; and adopt Complete Streets design guidelines. In the longer term, the City will apply for funding for implementation, construct demonstration projects, conduct public outreach, and integrate Vision Zero concepts into other City plans.

Implementation of the Vision Zero methodologies is anticipated to make City of Boynton Beach streets safer, which will encourage people to take trips by walking, bicycling and multiple modes such as walking to public transportation. This will help meet the greenhouse gas reduction goals established by the City's Climate Action Plan. It will also encourage collaboration with other agencies and promote equitable public engagement to reach vulnerable populations who may not typically be included in traditional city planning processes.

**Fiscal Impact:** Non-budgeted This resolution has no current direct impact on the City's budget. It initiates a long-term strategy that will be funded through departmental operating and capital budgets and provides the potential for obtaining future grant funds.

**Alternatives:** Not adopt the proposed resolution.



**Strategic Plan:** Transportation and Mobility

**Strategic Plan Application:** Vision Zero directly addresses the strategic initiative of connecting the community through safe, accessible, and multi-modal system that improve the quality of life in Boynton Beach.

**Climate Action:** Yes

**Climate Action Discussion:** Climate Action Plan 2015 Revision, Initiative T-4: Improve movement and safety for non-motorized modes of transportation through the adoption and implementation of best practice models including Complete Streets. Evaluate and improve city-wide bicycle facilities network.

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution adopting Vision Zero establishing the goals of zero traffic fatalities on Boynton Beach Roadways
<input type="checkbox"/> Attachment	What is Vision Zero
<input type="checkbox"/> Attachment	Vision Zero Core Elements

**RESOLUTION NO. R20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, ESTABLISHING THE GOAL OF ZERO TRAFFIC FATALITIES ON THE CITY OF BOYNTON BEACH ROADWAYS; ADOPTION OF VISION ZERO AS A POLICY FOR ROAD AND TRAFFIC SAFETY FOR THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, traffic crashes are among the leading cause of deaths and injuries in the world, the United States, and the City of Boynton Beach; and

**WHEREAS**, according to the Florida Department of Health, pedestrians and bicyclists are the most vulnerable road users and account for over half of the state's traffic deaths; and

**WHEREAS**, according to the Governors Highway Safety Association, the national average of pedestrians killed has increased by nearly 22% since 2014; and

**WHEREAS**, Vision Zero is a traffic safety policy and system which provides a framework for reducing traffic deaths and serious injuries through a combination of engineering, education, and enforcement measures; and

**WHEREAS**, by making streets safer for bicyclists and pedestrians, Vision Zero will help reduce car trips and meet the greenhouse gas reduction goals of the City’s Climate Action Plan; and

**WHEREAS**, key elements of the Vision Zero system include: reframing traffic fatalities as preventable; focusing on system failure; reducing the impact of collisions; adopting a safe system approach for vehicles, bicycles and pedestrians; data-driven decision making; and viewing road safety as a social equity issue; and

**WHEREAS**, Vision Zero takes a “Safe System” approach to road safety—a holistic view that requires people to think about the road system in its entirety, from design guidelines,

30 infrastructure projects, public participation, policy, and vehicle regulations all influence injuries  
31 and deaths; and

32 **WHEREAS**, Vision Zero and its policies have been proven in other cities to reduce  
33 injuries and deaths from preventable traffic accidents; and

34 **WHEREAS**, the City desires to use the proven methodologies of Vision Zero to keep  
35 our residents and those that travel through our City safe; and

36 **WHEREAS**, it is anticipated that implementation of the Vision Zero methodologies  
37 will make the City of Boynton Beach streets safer, which will encourage people to take trips by  
38 walking, bicycling and multiple modes such as walking to public transportation; and

39 **WHEREAS**, implementation of the Vision Zero methodologies will also encourage  
40 collaboration with other agencies, including Palm Beach County, the Florida Department of  
41 Transportation, the Florida Department of Highway Safety and Motor Vehicles and the School  
42 District of Palm Beach County, along with many others to support programs and initiatives that  
43 promote safer roads; and

44 **WHEREAS**, implementation of the Vision Zero methodologies will also encourage  
45 communication and education to help generate collective action around the need for safer  
46 streets, along with public participation in transportation decision-making; and

47 **WHEREAS**, a fundamental premise of Vision Zero is social equity; utilizing strategies  
48 such as prioritizing safety improvements in areas that have historically been underserved, and  
49 building robust engagement strategies to reach those who are most vulnerable on the roadways  
50 and who have not typically been included in traditional city planning processes.

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

53           **Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being  
54   true and correct and are hereby made a specific part of this Resolution upon adoption.

55                    **Section 2.** The City Commission hereby establishes the elimination of traffic fatality  
56        and the reduction of serious injuries due to traffic accidents as a goal of the City of Boynton  
57        Beach.

58           **Section 3.** The City Commission hereby adopts Vision Zero as the policy for road and  
59    traffic safety in the City of Boynton Beach and directs near and long- term traffic planning to  
60    be based on Vision Zero principles.

61            **Section 4.**        That this Resolution shall become effective immediately.

62 **PASSED AND ADOPTED** this \_\_\_\_ day of February, 2020.

63 CITY OF BOYNTON BEACH, FLORIDA

		YES	NO
64			
65			
66	Mayor – Steven B. Grant	_____	_____
67			
68	Vice Mayor – Justin Katz	_____	_____
69			
70	Commissioner – Mack McCray	_____	_____
71			
72	Commissioner – Christina L. Romelus	_____	_____
73			
74	Commissioner – Ty Penserga	_____	_____
75			
76	VOTE		

77 ATTEST:

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82 Crystal Gibson, MMC  
83 City Clerk

87 (Corporate Seal)

## A PRIMER ON VISION ZERO

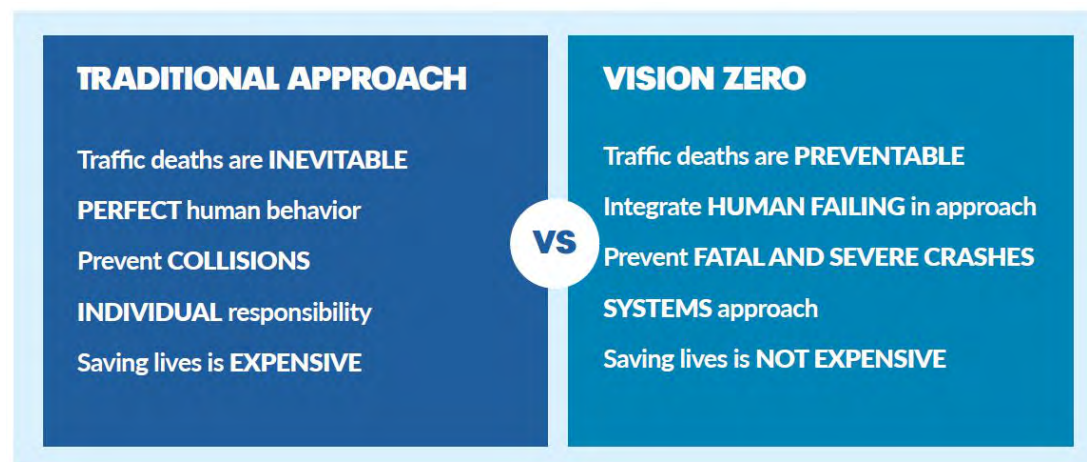
### Advancing Safe Mobility for All

#### What is Vision Zero?

Vision Zero is a strategy to eliminate traffic fatalities and severe injuries among all road users, and to ensure safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, where traffic deaths have been cut in half even while the number of trips increased, Vision Zero is gaining momentum across the globe, including in many U.S. communities.



Each year in the U.S., more than 40,000 people — an average of 100 people per day — are needlessly killed, and millions more are injured, in traffic crashes. While often referred to as “accidents,” the reality is that we can prevent these tragedies by taking a proactive, preventative approach that prioritizes traffic safety as a public health issue.



#### Changing the Status Quo - A New Vision for Safety

Vision Zero starts with the ethical belief that everyone has the right to move safely in their communities, and that system designers and policy makers share the responsibility to ensure safe systems for travel.

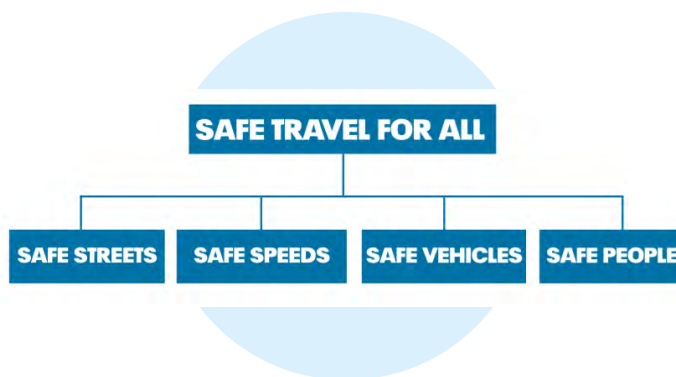
The Vision Zero approach recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure those inevitable mistakes do not result in severe injuries or fatalities. This means that system designers and policymakers are expected to improve the roadway environment, policies (such as speed management), and other related systems to lessen the severity of crashes.

#### Vision Zero Ethical Platform



## What a Commitment to Vision Zero Means

Vision Zero is not a slogan, not a tagline, not even just a program. It is a fundamentally different way to approach traffic safety. Communities that want to succeed at Vision Zero need to acknowledge that business as usual is not enough and that systemic changes are needed to make meaningful progress. Effective communities will recognize and commit to core Vision Zero principles and strategies.



### Committing to Vision Zero will take the following strategies:

- » Building and sustaining leadership, collaboration, and accountability – especially among a diverse group of stakeholders to include transportation professionals, policymakers, public health officials, police, and community members;
- » Collecting, analyzing, and using data to understand trends and potential disproportionate impacts of traffic deaths on certain populations;
- » Prioritizing equity and community engagement;
- » Managing speed to safe levels; and
- » Setting a timeline to achieve zero traffic deaths and serious injuries, which brings urgency and accountability, and ensuring transparency on progress and challenges.

**Key among Vision Zero priorities are managing speed, centering equity, and engaging the community.**



#### Managing Speed

Speeding kills more than 10,000 people each year in the U.S. – on par with drunk driving – yet, the act of speeding does not carry the same social consequences as drunk driving. Vision Zero calls on communities to prioritize safe speeds through safe street design, automated speed enforcement (or safety cameras), and setting safe speed limits.



#### Centering Equity

Safe mobility is a basic right, and Vision Zero is based on the premise that *all* people have the right to move about safely. Vision Zero communities should invest in proven safety strategies with a focus on ensuring equity. This includes identifying communities or populations that are disproportionately impacted by traffic deaths and serious injuries, and prioritizing roadway safety investments in these areas. It also means that *if* police are involved in Vision Zero, the community should make a public commitment to fair and equitable enforcement and ensure transparency and accountability on this commitment.

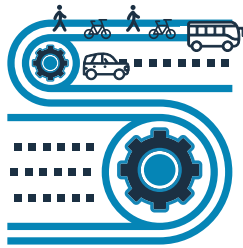


#### Engaging Communities

When it comes to experience and knowledge of how a neighborhood works, no one knows better than the people who live there. Assessing which needs are greatest requires complementing a data-driven approach with robust community engagement. The Vision Zero Network recommends working with and supporting community based organizations who have established trust and relationships with residents.

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**Find out more about Vision Zero and the nonprofit advocacy work of the Vision Zero Network at [www.visionzeronetwork.org](http://www.visionzeronetwork.org).**



## CORE ELEMENTS FOR VISION ZERO COMMUNITIES

### INTRODUCTION

**Vision Zero – the strategy to eliminate traffic fatalities and severe injuries – is being adopted by a growing number of communities across North America and beyond. While safe mobility is not a new concept, Vision Zero requires a shift in how communities approach decisions, actions, and attitudes around safe mobility.**

A fundamental part of this shift is moving from a traditional approach to a Safe Systems approach toward traffic safety. A traditional approach accepts that a certain number of traffic deaths and severe injuries will occur as unavoidable consequences of mobility and focuses on changing individual behavior to reduce the frequency of these incidents. In contrast, Vision Zero is built on the basis that traffic deaths and severe injuries are preventable. Vision Zero emphasizes a Safe Systems approach, which acknowledges that people make mistakes, and focuses on influencing system-wide practices, policies, and designs to lessen the severity of crashes.

Approaching the issue of safe mobility in a new way can be challenging, even when everyone agrees on the ultimate goal – in this case, safety for all road users. One limitation to the success and proliferation of Vision Zero in this moment is the lack of a unifying definition and “best practice benchmark.” While an increasing number of jurisdictions may call themselves Vision Zero communities, the authentic and ongoing commitment to the fundamental shift in safety perspective can be uneven.

*The Vision Zero Network, with support from partners, developed this set of Vision Zero Core Elements to help communities set priorities, work toward tangible results in promoting safety, and benchmark their progress relative to best practices. This resource encourages leaders to focus on the most impactful actions and helps hold them accountable to their Vision Zero commitments.*

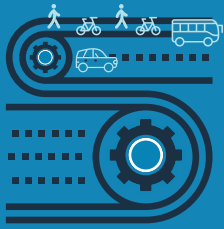
#### TRADITIONAL APPROACH

Traffic deaths are **INEVITABLE**  
**PERFECT** human behavior  
 Prevent **COLLISIONS**  
**INDIVIDUAL** responsibility  
 Saving lives is **EXPENSIVE**

VS

#### VISION ZERO

Traffic deaths are **PREVENTABLE**  
 Integrate **HUMAN FAILING** in approach  
 Prevent **FATAL AND SEVERE CRASHES**  
**SYSTEMS** approach  
 Saving lives is **NOT EXPENSIVE**



# CORE ELEMENTS FOR VISION ZERO COMMUNITIES

## Leadership and Commitment

### 1. Public, High-Level, and Ongoing Commitment.

The Mayor and key elected officials and leaders within public agencies, including transportation, public health, and police, commit to a goal of eliminating traffic fatalities and serious injuries within a specific timeframe. Leadership across these agencies consistently engages in prioritizing safety via a collaborative working group and other resource-sharing efforts.

**2. Authentic Engagement.** Meaningful and accessible community engagement toward Vision Zero strategy and implementation is employed, with a focus on equity.

**3. Strategic Planning.** A Vision Zero Action Plan is developed, approved, and used to guide work. The Plan includes explicit goals and measurable strategies with clear timelines, and it identifies responsible stakeholders.

**4. Project Delivery.** Decision-makers and system designers advance projects and policies for safe, equitable multi-modal travel by securing funding and implementing projects, prioritizing roadways with the most pressing safety issues.

### Equity and Engagement

Elevating equity and meaningful community engagement, particularly in low-income communities and communities of color, should be a priority in all stages of Vision Zero work.

## Safe Roadways and Safe Speeds

**5. Complete Streets for All.** Complete Streets concepts are integrated into communitywide plans and implemented through projects to encourage a safe, well-connected transportation network for people using all modes of transportation. This prioritizes safe travel of people over expeditious travel of motor vehicles.

**6. Context-Appropriate Speeds.** Travel speeds are set and managed to achieve safe conditions for the specific roadway context and to protect all roadway users, particularly those most at risk in crashes. Proven speed management policies and practices are prioritized to reach this goal.

## Data-driven Approach, Transparency, and Accountability

**7. Equity-Focused Analysis and Programs.** Commitment is made to an equitable approach and outcomes, including prioritizing engagement and investments in traditionally under-served communities and adopting equitable traffic enforcement practices.

**8. Proactive, Systemic Planning.** A proactive, systems-based approach to safety is used to identify and address top risk factors and mitigate potential crashes and crash severity.

**9. Responsive, Hot Spot Planning.** A map of the community's fatal and serious injury crash locations is developed, regularly updated, and used to guide priority actions and funding.

**10. Comprehensive Evaluation and Adjustments.** Routine evaluation of the performance of all safety interventions is made public and shared with decision makers to inform priorities, budgets, and updates to the Vision Zero Action Plan.

Read on for more information about implementing these Vision Zero Core Elements in your community.



# LEADERSHIP AND COMMITMENT

**1. Public, High-Level, and Ongoing Commitment.** The Mayor and key elected officials and leaders within public agencies, including transportation, public health, and police, commit to a goal of eliminating traffic fatalities and serious injuries within a specific timeframe.

- Leadership across these agencies consistently prioritizes safety via a collaborative working group and other resource-sharing efforts

High-level leadership and sustained political commitment are essential to Vision Zero success. The Mayor and other key elected officials must set the tone and direction for Vision Zero and back up their words of commitment with action, reflected in spending decisions, policies, and practices that prioritize safety (even when this means a shift from the status quo). Following from this, the leaders of the public health, police, and transportation agencies should be closely involved with the day-to-day work of Vision Zero and ensure consistent interagency coordination. In short, a Vision Zero commitment is only as strong as it is demonstrated in the [actions of the city's leadership and staff](#).

Setting an explicit timeline for Vision Zero is part of this core element because it underscores the urgency of the issue, provides measurability, and incorporates the fundamental [Safe Systems](#) principle that these traffic tragedies are preventable.



**2. Authentic Engagement.** Meaningful and accessible community engagement toward Vision Zero strategy and implementation is employed, with a focus on equity.

- Engage the community in meaningful, culturally-relevant ways and support involvement by respected community leaders
- Prioritize support of communities most impacted by traffic crashes and most traditionally underserved by safety efforts

Vision Zero efforts should meaningfully engage the community and prioritize equitable processes and outcomes. This is especially true in neighborhoods that often bear the brunt of high-injury streets and where community members may be grappling with the results of historic underinvestment in safe mobility, as well as a multitude of other, interrelated systemic inequities. Community input should be valued and incorporated into Vision Zero planning and implementation.

This includes:

- » Engaging sincerely and with cultural competence, recognizing and respecting the history, culture, and expertise of local communities.

- » Collaborating with community members who are genuinely engaged in neighborhoods and who have strong connections with and respect of locals. These community leaders are likely to convey the experiences, hopes, and concerns of long-time residents in ways that traditional planning processes have not.
- » Using this collaboration to inform project design and implementation, not just as a "listening exercise".
- » Recognizing that coordination is work, for which community groups deserve compensation to support time commitment, expertise, and long-term engagement. [Additional resources are included in Vision Zero Equity Strategies.](#)

**3. Strategic Planning.** A Vision Zero Action Plan is developed, approved, and used to guide work. The Plan includes explicit goals and measurable strategies with clear timelines, and it identifies responsible stakeholders.

- The Action Plan and corresponding strategies are built on the Safe Systems approach by designing and maintaining a transportation system where human error does not result in loss of life or severe injury
- Leadership across these agencies consistently prioritizes safety via a collaborative working group and other resource-sharing efforts

The core element for leadership and commitment recognizes that Vision Zero – starting with the Action Plan – is built on the Safe Systems approach, which recognizes that people will make mistakes and that it is the responsibility of system designers and policymakers to set practices and policies to lessen the severity of inevitable crashes.

The Action Plan should include an explicit commitment and related actions to prevent

Vision Zero efforts from resulting in unintended consequences, such as racial profiling or inequitable treatment of communities of color.

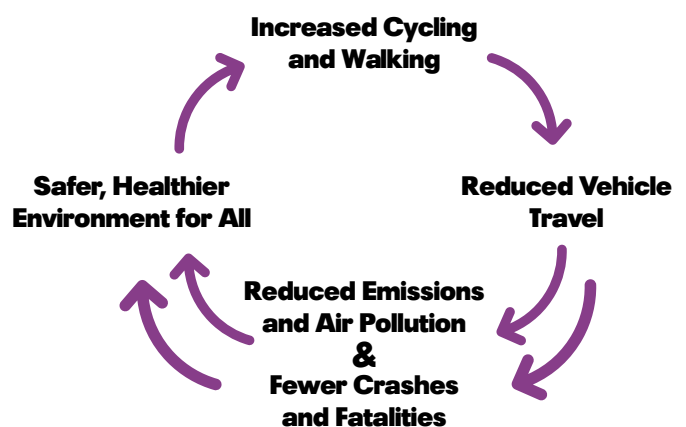
Clear ownership of Action Plan strategies is important to achieving accountability and trust for Vision Zero's principles and outcomes. More about actionable strategies that have led to Vision Zero success in other cities are included in the [\*\*Vision Zero Action Plan Guidelines\*\*](#).

**4. Project Delivery.** Decision-makers and system designers advance projects and policies for safe, equitable multi-modal travel by securing funding and implementing projects, prioritizing roadways with the most pressing safety issues.

- Decision-makers provide leadership on policy reforms needed to prioritize safety
- System designers are supported by city leaders to advance safety projects
- System designers and decision-makers advance crosscutting measures to reduce car dependence, improve transit, and support safe walking and biking

Vision Zero requires more than incremental, individual behavior change. It requires political backbone to advance projects and policies that are proven to improve safety – particularly redesigning roadways and managing speeds – even in the face of opposition to change (e.g., removing parking spaces or reducing speeds for safety benefits).

Moving past the business-as-usual approach also means evolving beyond the cars-first attitude that has dominated transportation policies and practices in the past half-century. [\*\*Research shows\*\*](#) that encouraging multi-modal transportation reduces Vehicle Miles Traveled and Vehicles per Capita, the two strongest predictors of traffic fatalities. Cities serious about Vision Zero and livable communities are working to increase the proportion of non-auto trips by improving and incentivizing [\*\*public transit\*\*](#), walking, bicycling, and ridesharing.



This will take a carrot-and-stick approach: investing in strong public transit systems and safe, interconnected bicycling and walking networks; while disincentivizing single occupancy vehicle trips with such strategies as congestion pricing and smart parking pricing.

# SAFE ROADWAYS AND SAFE SPEEDS

**5. Complete Streets for All.** Complete Streets concepts are integrated into community wide plans and implemented through projects to encourage a safe, well-connected transportation network for people using all modes of transportation. This prioritizes safe travel of people over expeditious travel of motor vehicles.

- Multimodal street design and countermeasures prioritize safety over speed
- Safety improvements to roadways are prioritized for people walking and biking and in historically underserved communities

Prioritizing proven engineering countermeasures and multimodal street design is essential to safety.

Examples include:

- » Using safe design measures such as advance stop or yield lines, high visibility crosswalks, lane narrowing, pedestrian refuge islands and medians, and physically separated bikeways. More measures – and examples from cities that have implemented them – are described in [NACTO design guides](#), the [Traffic Safety Best Practices Matrix](#), and the [FHWA Achieving Multimodal Networks](#) resource.

- » Creating **Slow Zones** in areas with high volumes of children, seniors, public transit users, commercial activity, pedestrian/bicycle activity. Along with lower speeds, self-enforcing traffic calming measures help mark these areas as different and thus encourage safe behavior.

Work toward Complete Streets should prioritize the protection of physically vulnerable road users and investment in historically disadvantaged communities. Performance measures for Complete Streets should include consideration of these communities of concern. Read more on the fundamentals of [Complete Streets elements](#) from the Complete Streets Coalition.

**6. Context-Appropriate Speeds.** Travel speeds are set and managed to achieve safe conditions for the specific roadway context and to protect all roadway users, particularly those most at risk in crashes. Proven speed management policies and practices are prioritized to reach this goal.

- Roadways are designed (or redesigned) to prioritize safety over speed
- Speed limits are lowered where data and community experience show need
- Automated speed enforcement is implemented where needed, with strategies to address disproportionate impacts on low-income communities

**High speeds make crashes more likely** and more likely to be deadly. An effective Vision Zero program must manage speed in order to reduce severe and fatal traffic injuries. Efforts to influence individual behavior primarily with education and enforcement campaigns have fallen short.

Addressing speed requires changing organizational practices and reforming policies. Existing practices, such as designing roads for inappropriately high speeds and setting speed limits too high, often prioritize moving more cars over the safety of road users.

Vision Zero calls on system designers and policymakers to better align our systems and policies with goals of safe speeds, including:

- » Measure and analyze the scope of problem related to inappropriate speeds, share this data to raise awareness, and develop measurable improvement strategies with timelines for action.
- » Implement infrastructure changes to prioritize safety over speed. Examples include reducing travel lanes

and adding self-enforcing traffic calming measures to encourage safe travel speeds.

- » Change policies to align with safety goals, including setting appropriate speed limits, particularly where motor vehicle traffic is mixing with those walking and biking.
- » Implement automated speed enforcement where needed, incorporating strategies to measure and address disproportionate impacts on low-income communities and others who may be overly burdened.
- » Raise awareness about speed as a primary factor in traffic deaths and injuries, similar to increased awareness about drunk driving.

In many cases, State and Federal agencies influence speed limits either directly or indirectly. While speed management efforts may be time-consuming and politically challenging, it is critical to Vision Zero success. Cities facing barriers from other levels of government need to make the policy, legislative, or other changes required to advance proven speed management strategies.

# DATA-DRIVEN APPROACH, TRANSPARENCY, AND ACCOUNTABILITY

**7. Equity-Focused Analysis and Programs.** Commitment is made to an equitable approach and outcomes, including prioritizing engagement and investments in traditionally under-served communities and adopting equitable traffic enforcement practices.

- Explicit commitment and actions prevent Vision Zero efforts from increasing disproportionate enforcement levels in communities of color
- Any enforcement efforts within Vision Zero are focused on dangerous moving violations, as identified by quality data analysis

Data and experience reveal that low-income communities and communities of color carry a disproportionate burden of traffic-related injuries and fatalities in the U.S. This is not arbitrary; it reflects patterns of historic under-investment and racial bias in some communities, particularly black, brown and immigrant communities, as well as low-income communities. Vision Zero leaders need to recognize these disparities and to center equity in their work in clear and measurable ways to prevent traffic safety efforts from having unintended, harmful consequences.

The realm of traffic enforcement is a particularly timely and urgent area of attention. It is important that promoters of Vision Zero acknowledge that officer-initiated traffic stops allow for higher levels of individual discretion and unintended gateways to racial bias and even aggressive police action. The broader Vision Zero community has a role and responsibility in improving, not exacerbating, these problems.

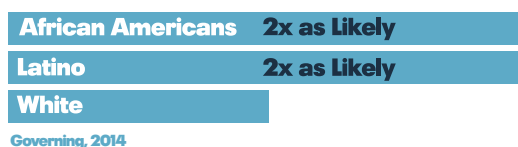
Vision Zero focuses on Safe Systems, not more traffic stops. Cities such as Portland, Oregon are working to prevent over-policing or racial bias from becoming unintended byproducts of their Vision Zero efforts. Portland limits enforcement actions in order to reduce the possibility of racial profiling and disparate economic impacts. [Portland's Vision Zero Action Plan](#) explicitly excludes increased enforcement by police officers. It also offers education classes as alternatives to increased penalties for first time offenders.

Similarly, any enforcement efforts included in Vision Zero strategies should focus on the most dangerous violations. An example is San Francisco's [Focus on the Five](#) program, which commits officers to focus on the five top roadway dangers, such as speeding and violating pedestrians' right of way, rather than on "nuisance" issues such as broken taillights or tinted windows.

Other examples of focusing on equity concerns within Vision Zero efforts include:

» Requiring transparency, including analyzing and sharing data on how traffic funding is spent and how traffic stops are conducted and citations issued, including disaggregating stop and citation data by race.

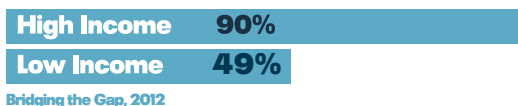
## People Killed While Walking:



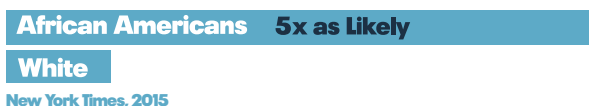
## People Killed While Walking:



## Communities With Sidewalks:



## Chance of Being Stopped and Searched:



» Encouraging accountability by requiring regular discussions amongst policymakers and the public to address equity disparities in efforts and results.

» Requiring equity-based trainings of Vision Zero staff, including law enforcement officials, and including equity-based measurements of their efforts.

» Investing in automated speed enforcement's proven safety effectiveness and lower risk of racial profiling. Efforts should be made to avoid disproportionate impacts of fines on low-income communities, such as setting up alternative fee structures.

» Recognizing that we cannot enforce (nor educate) our way out of today's traffic safety problems, so we need to better design roadways and manage speeds for safety.

**[Additional resources are included in Vision Zero Equity Strategies.](#)**

**8. Systemic, Proactive Planning.** A proactive, systems-based approach to safety is used to identify and address top risk factors and mitigate potential crashes and crash severity.

- Data is used to identify trends of problems, which are addressed systematically rather than as isolated incidents

Vision Zero's Safe Systems approach means moving from purely rearward crash map reviews to more forward-facing identification of problem areas and working to prevent severe crashes before they happen. This means determining, analyzing, and addressing the underlying risk factors that influence dangerous actions: the where, how, and why serious crashes happen.

For example, based on analysis showing a trend of left-turn vehicle movements being particularly dangerous on certain types of streets, New York City's Department of Transportation is proactively addressing areas with proven countermeasures, rather than reacting to each individual problem after serious crashes occur. More examples of proactive approaches to addressing top risk factors are shared in this [summary and webinar](#).

**9. Responsive, Hot Spot Planning.** A map of the community's fatal and serious injury crash locations is developed, regularly updated, and used to guide priority actions and funding.

- Top risk factors and locations of serious traffic crashes are identified, mapped, and utilized
- Quality data on traffic deaths and serious injuries are posted publicly and updated regularly

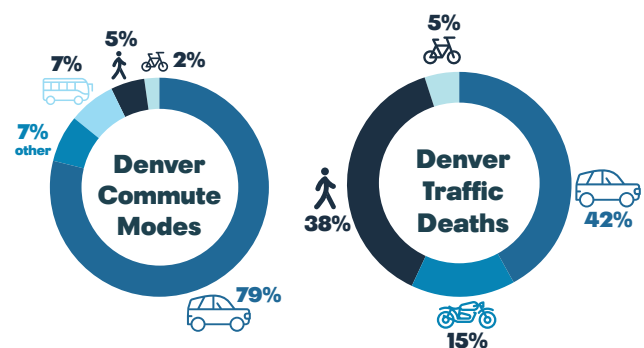
The community should develop a High Injury Network (HIN) derived from quantitative ("hot spot" problem locations) and qualitative data (based on community input) to inform its prioritization and implementation.

Recommendations include:

- » Identify top risk factors and locations of serious traffic crashes.
- » Include equity-driven data (such as locations of low-income communities and communities of color) and commit to prioritizing actions and funding in areas of overlap with the HIN.
- » Include speed as a data layer. A large proportion of serious crashes occur on roads with higher speed limits – often arterials and state-owned roads – which require the aforementioned work on speed.
- » Collaborate within and between city agencies. Work to address problems on the HIN is an important place to involve the Vision Zero Taskforce.
- » Utilize this information and coordination to prioritize and implement strategies.
- » Post and regularly update data on traffic deaths and serious injuries – beyond police reports.

of physically vulnerable populations and communities traditionally underserved by traffic safety efforts. Police-collected data should be supplemented with information gathered by hospitals and emergency medical services. Analysis shows that people involved in traffic crashes who are part of systemically marginalized communities are less likely to report traffic crashes and that, when they do, their reports are less likely to be treated adequately. Increasingly, communities are supplementing their police crash records with public health data for a fuller picture, as described [here](#).

**Data can help identify disproportionate safety impacts**



**50% of Denver's traffic fatalities occur on just 5% of their streets**

For more information, see this [Vision Zero Network case study](#) and [webinar](#).

**Data analysis** and public input should highlight unsafe locations, and this should be overlaid with locations

**10. Comprehensive Evaluation and Adjustments.** Routine evaluation of the performance of all safety interventions is made public and shared with decision makers to inform priorities, budgets, and updates to the Vision Zero Action Plan.

- Regular progress reports are produced and shared publicly
- Use of pilot implementation and community feedback shape safety efforts

Monitoring efforts and impacts, updating and sharing data regularly, and institutionalizing Vision Zero in the city's systems will help build trust and set expectations for accountability between key stakeholders.

This includes:

- » Proactively monitor, evaluate, and share progress, including regular public progress reports, such as these from [New York City](#) and [Seattle](#).

- » Use comparative data to link social and environmental factors with traffic injury data to better understand connections and strategies for improvements.

- » Use temporary pilot programs or projects to test strategies within shorter timeframes and for less cost investment.

## NEXT STEPS

We share these Core Elements recognizing the urgency of the issue before us: an average of 100 people lose their lives each day in this nation in traffic crashes. This loss and suffering is preventable, and we have a responsibility to prevent these tragedies.

We also recognize that resources, time, and political will are all limited. What we do matters. Vision Zero is not just a tagline, not even just a program, but rather a fundamental shift in how our communities approach the issue of safe mobility. To make a real difference, it will take a firm commitment to change.

Implementing Vision Zero requires 1) leadership and commitment to safety, 2) implementing safe roadways and safe speeds, 3) ongoing transparent use of data, and 4) centering equity and community engagement throughout.

Committing to and meaningfully incorporating these Core Elements can help Vision Zero communities prioritize efforts, benchmark progress, set expectations, and ensure accountability. Each Core Element is important to advance the ultimate goal of safe mobility for all.

## ACKNOWLEDGEMENTS

We are honored to support the work of public sector staff and community-based leaders and advocates around the country to reduce traffic deaths and severe injuries. We appreciate valuable input from many partners, including Clay Veka, Dana Weissman, Jeff Lindley, Jeff Paniati, Lainie Motamedi, Megan Wier, Meghan Mitman, Nicole Ferrara, Richard Retting, Stacy Thompson, and Veronica Vanterpool. This report's primary authors are Jenn Fox and Leah Shahum. Graphic design is by Rachel Krause of Banjo Creative.

**The Vision Zero Network is a nonprofit project committed to advancing Vision Zero in the U.S. We are proud to support the life-saving efforts of the dedicated policymakers, implementers, and community leaders working toward safe mobility for all.**

**[Learn more at VisionZeroNetwork.org](https://www.visionzeronet.org).**



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:** **Proposed Resolution No. R20-014** - Authorize the City Manager to sign an Interlocal Agreement with the Board of Commissioners, Palm Beach County, for the use of EMS Grant Funds for Emergency Medical Services Equipment for purchase of one (1) large Narcotic Security box and one (1) small Narcotic Security box. The purchase will be made through CompX Security Products, Grayslake IL.

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**Explanation of Request:** The grant is for purchase of one (1) large Narcotic Security box and one (1) small Narcotic Security box will improve the manner in which the fire department complies with state and federal regulations in storing narcotics.

**How will this affect city programs or services?** The purchase will streamline and provide complete chain of custody information on narcotics, users, and consumption.

**Fiscal Impact:** Non-budgeted There is no fiscal impact. Grant award amount is \$9,000.00 (no matching required)

**Alternatives:** Do not accept the grant

**Strategic Plan:**

**Strategic Plan Application:**

**Climate Action:** No

**Climate Action Discussion:**

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**Is this a grant?** Yes

**Grant Amount:** \$9,000.00

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**ATTACHMENTS:**

Type	Description
▣ Resolution	Resolution approving ILA with PBC for grant purchase of two Narcotic Security boxes
▣ Addendum	Grant Award Letter
▣ Addendum	Interlocal Agreement
▣ Addendum	Narc ID Information



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**RESOLUTION R20-**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,  
FLORIDA, APPROVING AND AUTHORIZING THE CITY  
MANAGER TO SIGN AN INTERLOCAL AGREEMENT  
WITH THE BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY, FOR THE USE OF EMS GRANT  
FUNDS FOR EMERGENCY MEDICAL SERVICES  
EQUIPMENT FOR ONE (1) LARGE AND ONE (1) SMALL  
NARCOTIC SECURITY BOX; AND PROVIDING AN  
EFFECTIVE DATE.**

15           **WHEREAS**, the grant award is for the purchase of one (1) large Narcotic Security box  
16 and one (1) small Narcotic Security box which will improve the manner in which the fore  
17 department complies with State and Federal regulations in storing narcotics; and

18           **WHEREAS**, the purchase will streamline and provide complete chain of custody  
19 information on narcotics; and

20           **WHEREAS**, the City Commission of the City of Boynton Beach upon recommendation  
21 of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton  
22 Beach to approve and authorize the City Manager to sign the Interlocal Agreement with Board  
23 of County Commissioners of Palm Beach County for the purchase of one (1) large and one (1)  
24 small Narcotic Security box.

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

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

30           Section 2.     The City Commission of the City of Boynton Beach hereby authorizes the

31 City Manager to sign the Interlocal Agreement with Board of County Commissioners of Palm  
32 Beach County for the purchase of one (1) large and one (1) small Narcotic Security box, a copy  
33 of said Interlocal Agreement is attached hereto and made a part here as Exhibit "A".

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

35 **PASSED AND ADOPTED** this \_\_\_\_\_ day of February, 2020.

36 CITY OF BOYNTON BEACH, FLORIDA

37		YES	NO
38			
39			
40	Mayor – Steven B. Grant	_____	_____
41			
42	Vice Mayor – Justin Katz	_____	_____
43			
44	Commissioner – Mack McCray	_____	_____
45			
46	Commissioner – Christina L. Romelus	_____	_____
47			
48	Commissioner – Ty Penserga	_____	_____
49			
50			
51		VOTE	_____
52			

53 ATTEST:

54  
55  
56 \_\_\_\_\_  
57 Crystal Gibson, MMC  
58 City Clerk

59  
60  
61  
62 (Corporate Seal)  
63  
64



**Department of Public Safety  
Division of Emergency Management**

20 S. Military Trail  
West Palm Beach, FL 33415

(561) 712-6400  
Fax: (561) 712-6464  
[www.pbcgov.com](http://www.pbcgov.com)



**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

**All Departments:**

This year the Department of Public Safety was awarded \$155,993 in EMS grant funding. The grant committee met on September 19, 2019 and reviewed each of the needs assessment forms that were submitted.

Included are your two "Interlocal Agreements for the use of EMS Grant funds for EMS Equipment." These are considered "original copies", please obtain the appropriate signatures for the contract and return both "original copies" to 20 South Military Trail, WPB FL 33415 ATTN: Lynette Schurter.

- ❖ Contracts (originals) need to be returned by March 1, 2020.
- ❖ It will take 4 to 6 weeks to get approval on our end.
- ❖ You should be able to spend by the middle of April but we will let you know for sure.
- ❖ You will then have until December 30, 2020 to submit for your reimbursements.

Further, if applicable, if you have not already submitted a Resolution from your Governing Board, kindly proceed to obtain same prior to making the purchase certifying that monies from the Grant Award will:

- ❖ Improve and expand pre-hospital services in that coverage area;
- ❖ Not be used to supplant existing provider's budget allocation;
- ❖ Meets the goals and objectives of the EMS County Grant Plan.

**Needed for reimbursement:**

1. Cover letter requesting reimbursement (with amount)
2. Purchase orders
3. Invoices from external vendors
4. Cancelled Checks
5. Training log/report

If you have any questions, please feel free to contact me.

Thank you,

A handwritten signature in black ink that reads "Lynette Schurter".

Lynette Schurter, EMS Specialist  
Wk# 561-712-6696 Cell# 561-707-7835

**INTERLOCAL AGREEMENT**  
**with**  
**CITY OF BOYNTON BEACH FOR EMS GRANT FUNDS**

**THIS INTERLOCAL AGREEMENT** ("the Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the **City of Boynton Beach**, a municipal corporation of the State of Florida (herein referred to as "CITY"), each one constituting a public entity as defined in Part 1 of Chapter 163, Florida Statutes.

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services ("DOHEMS") is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds ("EMS Grant") throughout the State to improve and expand pre-hospital emergency medical services; and

**WHEREAS**, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

**WHEREAS**, the CITY has requested the COUNTY disburse a portion of the FY2019-2020 EMS Grant funds to reimburse the City for its purchase of **one (1) Large Narcotic Security Box and one (1) small Narcotic Security Box** (together "EMS Equipment"); and

**WHEREAS**, the CITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and CITY agree as follows:

**ARTICLE 1 – RECITALS**

The above recitals are true, correct and incorporated herein.

## **ARTICLE 2 - REPRESENTATIVE/MONITORING POSITION**

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be Sally Waite, whose telephone number is (561) 712-6484.

The CITY representative/contact monitor during the term of the Agreement shall be Matthew Petty whose telephone number is 561-742-6326.

## **ARTICLE 3 – REIMBURSEMENT OF CITY**

The COUNTY agrees to reimburse the CITY for CITY purchased EMS Equipment from the COUNTY'S FY2019-2020 EMS Grant funds in an amount not to exceed **nine thousand dollars (\$9000.00)**. The CITY shall purchase the EMS Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2019-2020 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the CITY.

## **ARTICLE 4 - GRANT PROGRAM REQUIREMENTS**

### **CITY SHALL:**

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **December 31, 2020** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the CITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the CITY cease to operate its pre-hospital emergency medical services during the life of the EMS Equipment.
- D. Submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained in use and operation of the EMS Equipment if applicable, within 90 days of the effective date of this Agreement. This report shall include all of the necessary training provided for the EMS Equipment. It is the responsibility of the CITY purchasing the EMS Equipment to provide the training. The CITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

## **ARTICLE 5 – LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the CITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the CITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

## **ARTICLE 6 – FILING**

A copy of this Agreement will be filed with the Clerk of the Circuit Court in and for Palm Beach County.

## **ARTICLE 7 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to reimburse the CITY under this Agreement is contingent upon availability of FY2019-2020 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the CITY and will not be funded under this Agreement or the EMS Grant program.

## **ARTICLE 8 – REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the CITY.

## **ARTICLE 9 – ARREARS**

The CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## **ARTICLE 10 - ACCESS AND AUDITS**

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S place of business. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## **ARTICLE 11 – NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

## **ARTICLE 12- AUTHORITY TO PRACTICE**

The CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services during the life of the equipment. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

## **ARTICLE 13 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 14 – NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sally Waite, EMS Manager  
20 South Military Trail  
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6th Floor  
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

Matthew Petty  
Interim Chief  
2080 High Ridge Road  
Boynton Beach, FL 33426



## **ARTICLE 15 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the "Statute"), the CITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If CITY is not self-insured, CITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should CITY purchase excess liability coverage, CITY agrees to include COUNTY as an Additional Insured. The CITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should CITY contract with a third-party (Contractor) to perform any service related to the Agreement, CITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include CITY and COUNTY as Additional Insureds. CITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the CITY of its liability and obligations under this Agreement.

## **ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CITY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **ARTICLE 17 - EXPIRATION OF AGREEMENT**

This Agreement shall automatically expire in five (5) years from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the CITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

## **ARTICLE 18 - EFFECTIVE DATE**

This Agreement shall become effective on the date indicated in the first paragraph of this Agreement provided the Agreement has been executed by both the COUNTY and the CITY.



## **ARTICLE 19 – PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CITY does not transfer the records to the public agency.
- D. Upon completion of the Agreement the CITY shall transfer, at no cost to the County, all public records in possession of the CITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CITY transfers all public records to the County upon completion of the Agreement, the CITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the Agreement, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically by the CITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the CITY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By: \_\_\_\_\_  
Verdenia C. Baker  
County Administrator

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Asst. County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Department Director

**CITY OF BOYNTON BEACH**

By: \_\_\_\_\_  
City Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
City Representative



# NARC*iD*

## NEW! Inventory Control System



## CompX eLock®

### NEW! NARC Box with NARC iD

The NARC iD Inventory Control System uses RFID tags and provides complete chain of custody information on narcotics, users, vehicles and consumption.

#### What does NARC iD do?

- ◆ Provides tracking information for narcotics
- ◆ Auto enrolling of drugs



Drug tote holds capsules in the correct position to be scanned by RFID tag on top of caps

Patent pending

## PROVIDES DEA COMPLIANCE

**CompX**  
SECURITY PRODUCTS

Reorder #: F2644-028

For more information, call **847.752.2500** or visit **compxnarcid.com**

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# LockView SOFTWARE

**LockView 5iD Pro is easy to use, with many programmable options, and allows access to any eLock from any computer on the network.**

## LockView® software\* features:

- ◆ Tracks narcotic consumed and ties it to the personnel accessing the NARC Box
- ◆ Automatically enrolls and translates the narcotic name into the software
- ◆ Manual inputs:
  - Drug manufacturer
  - Lot number
  - Expiration date
  - Date added
  - Date consumed



## Minimum System Requirements

Windows Vista, 7, 8, 8.1, 10, Server 2008/2012 and R2 versions. 4GB RAM - Processor 2.0 GHz or higher. (8GB recommended) 4GB Hard drive space. SQL Server Standard, Enterprise, or SQL Express 2008/2012/2014 and R2 versions. If installing LockView on the Microsoft SQL Server please follow Microsoft SQL's minimum requirements. ODBC connection required to Server. Local Administrator Rights are required to install and register the software. .Net 4.0 Client Framework.

\* LockView software sold separately

## NARC iD features:

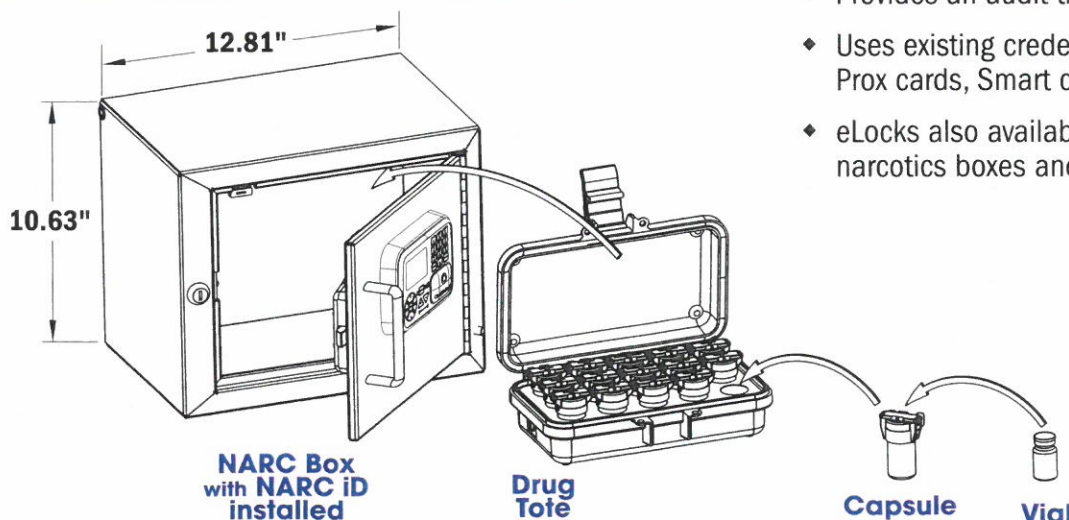
- ◆ Provides complete chain of custody information on narcotics, users, vehicles and consumption
- ◆ Provides DEA compliance
- ◆ Custom programmed tags provide automatic recognition of narcotic type and quantity - no user input required
- ◆ Tamper evident capsules hold narcotics and are color coded for easy identification
- ◆ Drug Tote ensures accurate reading of all RFID tracking tags
- ◆ Works with the 300 series CompX eLock
- ◆ Audit trails identify user, date, time of entry and narcotic consumed
- ◆ Allows input of the following narcotic conditions:
  - Incident number
  - Broken
  - Expired
  - Lost

## Narcotics box features:

- ◆ Factory installed CompX eLock
- ◆ Heavy duty construction: seam welded 14 gauge steel
- ◆ Scratch-resistant powdercoated finish
- ◆ Built-in 12V-9V converter allows for dedicated power on-board EMS vehicles
- ◆ Auto-relocking door with mechanical key override
- ◆ Door position switch provides alert notifications

## eLock features:

- ◆ Provides an audit trail of access attempts
- ◆ Uses existing credentials: Prox cards, Smart cards and Keypad access
- ◆ eLocks also available for retrofit on existing narcotics boxes and cabinets



**NARC iD features CompX eLock, an access control device that provides audit trail reporting and the ability to use existing card credentials.**

**Patent pending**

**CompX**  
SECURITY PRODUCTS



Reorder #: F2644-028

For more information, call **847.752.2500** or visit **compxnarcid.com**

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# Narcotics boxes

Narcotics box for the CompX eLock - for EMS vehicles: access control device with audit trail. A keyless, electronic wi-fi capable access control system - use anywhere access control is needed or required.

## Narcotics boxes

Narcotics box for the CompX eLock - for EMS vehicles: access control device with audit trail. A keyless, electronic wi-fi capable access control system - use anywhere access control is needed or required.

Search! 

### **eLock downloads**

- Literature / catalogs
- Instruction sheets
- 3d Engineering models
- Case studies

### **Additional products**

- LockView 5/5Pro software
- Accessories

### **More information**

- Compare eLocks



[Part numbers](#)[Gallery](#)[FAQ](#)[TechSupport Agreement](#)[How to Buy](#)[About](#)[Contact](#)[Sitemap](#)

Stay up to date  
on CompX eLock product news!



Get the latest info on new products,  
promotions, trade shows and events -  
delivered right to your inbox.

Name

Email



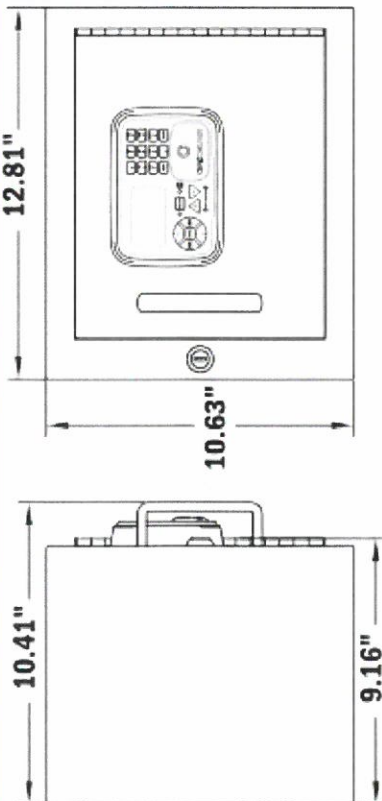
**Mini-NARC Box**

**Standard NARC Box**

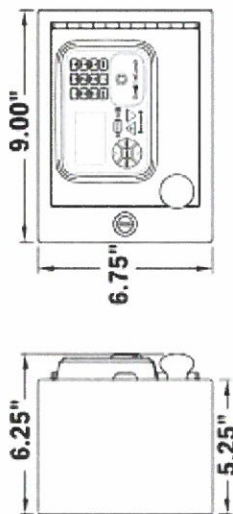
### ***Narcotics boxes features:***

- Factory installed CompX eLock – choose from WiFi, Ethernet and non-network
- Heavy duty construction: seam welded 14 gauge steel
- Scratch-resistant powdercoated finish
- Built-in 12V-9V converter allows for dedicated power on-board EMS vehicles
- Auto-relocking door with mechanical key override
- Door position switch provides alert notifications
- Compatible with [LockView 5Pro](#)

### Narcotics box dimensions with CompX eLock installed



### Mini Narcotics box dimensions with CompX eLock installed



### NARC Stack featuring the Hub system:

- One Hub system allows users to individually address up to eight openings with one eLock
- Pre-wired with Hub system and ready to install
- Maximum of eight NARC boxes per NARC Stack



Learn more about  
CompX Security  
Products

**CompX**  
SECURITY PRODUCTS

CompX Security Products

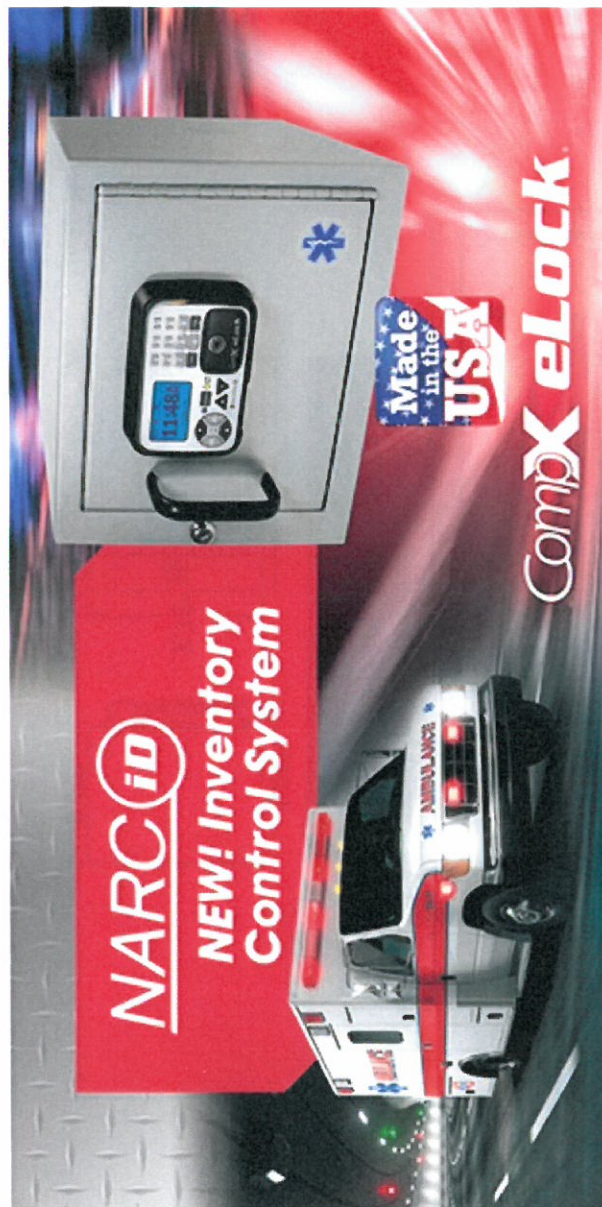
**Phone:** 847.752.2500 | **Fax:** 847.752.2419  
715 Center St., Grayslake, IL 60030



- Provides an audit trail of access attempts
- Uses existing credentials: Prox cards, Smart cards and Keypad access
- eLocks also available for retrofit on existing cabinets

## NEW! NARC iD

- Provides tracking information for narcotics
- Auto enrolling of drugs
- PROVIDES DEA COMPLIANCE
- Seamlessly integrates with **NARC Box** from CompX



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## Don't see what you need?

This is only a fraction of CompX eLock options. CompX Security Products has the design and engineering capabilities to meet specific application needs. Contact us for more information or call **847-752-2500**. Or click to [compare eLock versions](#).

## eLock versions at a glance

Search!



### Network Refrigerator eLock

Wi-Fi or Ethernet access control for refrigerators, freezers, ultra low temperature freezers and warmers



### Cabinet eLock

Keyless standalone electronic access control lock for cabinetry or anywhere access control is needed or required



### Fridge eLock

For refrigerators, freezers, ultra low temperature freezers and warmers where network capability is not needed, also available in horizontal mount

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## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:** Approve minutes from the City Commission meeting on January 21, 2020.

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**Explanation of Request:**

The City Commission met on January 21, 2020 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

**How will this affect city programs or services?** A record of the actions taken by the City Commission will be maintained as a permanent record.

**Fiscal Impact:** Non-budgeted N/A

**Alternatives:** Do not approve the minutes.

**Strategic Plan:** Building Wealth in the Community

**Strategic Plan Application:**

**Climate Action:** No

**Climate Action Discussion:**

---

**Is this a grant?**

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Minutes	Minutes 01-21-2020

**Minutes of the City Commission Meeting  
Held in the Intracoastal Park Clubhouse  
2240 N. Federal Highway, Boynton Beach, Florida  
On Tuesday, January 21, 2020, at 5:30 p.m.**

---

**PRESENT:**

Steven B. Grant, Mayor

Justin Katz, Vice Mayor

Mack McCray, Commissioner- arrived 5:46 p.m.

Christina L. Romelus, Commissioner-arrived 5:34 p.m.

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 5:30 p.m.

Invocation –Pastor Rodney Wilkinson of Gospel Fellowship.

Pledge of Allegiance to the Flag was recited in unison.

Roll Call

City Clerk Gibson called the roll. There was a quorum.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to add announcement 3-E, Four Chaplains Event.

2. Adoption

**Motion**

Commissioner Penserga moved to approve the agenda as amended. Vice Mayor Katz seconded the motion.

**Vote**

The motion unanimously passed.

**2. OTHER**

A. Informational items by Members of the City Commission

Vice Mayor Katz joined elected officials in Tallahassee for Palm Beach County Days.

Commissioner Penserga enjoyed the Martin Luther King (MLK) event at Sara Sims Park. He thanked staff for their hard work.

Mayor Grant noted on January 9<sup>th</sup>, he met with representatives from Memory Trees. January 12<sup>th</sup>, he presented a proclamation to honor Haitian Earthquake Memorial Day at a Soul Seti, given by Commissioner Romelus. He attended the Palm Beach County Days in Tallahassee, Florida and used the Greyhound as his mode of transportation. Suggested the City of Boynton Beach look into expanding bus travel; Brightline has not informed the City of having a station in Boynton Beach. Indicated he spoke with Glen Flobes of Palm Tram trying to create a bus rapid system within the City, with different stops in downtown, the mall, and Tri-Rail to name a few places. The City can decrease traffic. Gave a big shout out to staff for the wonderful job for the MLK event. Spoke with Mark Hefferin of E2L.

Commissioner Romelus thanked the Mayor for presenting the proclamation honoring the Haitian Earthquake Memorial, which is the 10<sup>th</sup> anniversary of the earthquake that hit Haiti in 2010. Had the privilege to help host a four-day conference that united several Haitian officials from USA and Haiti. The MLK event was a great event.

### **3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS**

- A. Announcement by Assistant Recreation & Parks Director Kacy Young about the Oceanfront Bark event, which will be held at Oceanfront Park on Saturday, January 25, from 9 am to 12 noon.

**Kacy Young**, Assistant Director of the Recreation & Parks Department, announced the Oceanfront Bark event welcomes all well-behaved dogs to "paw ty" on the beach. Dogs will be allowed off leash in designated areas on the beach and in the water. Dogs will be required to stay within the temporary fencing installed at the south end of the beach, and just south of the middle beach access ramp. Dogs must be appropriately licensed and will be asked to leave the park if acting aggressively.

- B. 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.

**Wally Majors**, Director of the Recreation & Parks Department, said the City is hosting the 5th Annual Magic Wheels & Special Deals event, sponsored by Joe DiMaggio Children's Hospital as well as Home Depot. Explained the Magic Wheels and showed past recipients. The event will be held at Barrier Free Park (3111 S. Congress Ave.) on Thursday, February 6, beginning at 6 p.m. Several local organizations and vendors representing and supporting individuals with special needs will be participating. The highlight of the evening will be the unveiling of the Magic Wheelchair, which this year is being built for Amir Diejuste, a six-year-old boy who was diagnosed with cerebral palsy.

when he was two. Despite his physical restrictions, he remains cheerful, playful and eager to learn.

Mr. Majors stated on Saturday, February 8, beginning at 7:30 a.m at Barrier Free Park, the Department is again collaborating with the Broward, Palm Beaches & St. Lucie Realtors and the Greater Boynton Beach Foundation to host the 8th Annual Barrier Free 5k Run, Walk & Roll. The City of Boynton Beach is a City that is about inclusion.

Mayor Grant asked if dogs were allowed at the 5K event and Mr. Majors replied no.

- C. Announcement the Federal Emergency Management Agency (FEMA) has released of preliminary updated coastal Flood Insurance Rate maps (FIRMs) for Palm Beach County.

**Angela Prymas**, Senior Engineer-Utilities, noted on December 20, 2019, FEMA released preliminary coastal Flood Insurance Rate maps (FIRMs) for Palm Beach County. FEMA has scheduled information meetings in West Palm Beach: Tuesday, February 4, 2020 and Wednesday, February 5, 2020. Indicated after the public meeting, there will be a 90-day period of appeal and comments. After FEMA addresses the appeals and comments, they will issue a final map and the city would have 6 months to adopt the maps. If the current preliminary maps are adopted, the city would have an increase of 3 feet in the 100-year elevation.

Mayor Grant asked if this means the City needs to be above sea level by 3 feet.

**Colin Groff**, Assistant City Manager, responded FEMA would increase the current number by 3 feet. He explained if the current number were 5 feet, it would increase to 8 feet.

Ms. Prymas stated the new coastal maps are increasing the elevation and extent of the current Flood Hazard Area (areas with a 1% and 0.2 % annual chance of flood hazard, also known as the 100-year and 500-year flood). In Boynton Beach, areas east of Federal Highway will increase up to 3-ft. i.e., refer to Panel 0791 – to the west of the inlet along the coastal areas of the City. Proposed Zone AE (EL 10 ft.) currently EL 7 ft.

Commissioners Romelus asked what does this mean.

Mr. Groff stated it would affect the flood insurance rates. Indicated with new construction or rebuilding a home, the finished floor elevation would need to be some feet higher than those homes surrounding the home.

- D. Present an update concerning the Town Square project. Colin Groff, Assistant City Manager, Mark Hefferin, E2L Real Estate Solutions and John Markey, JKM Developers will present.



**Colin Groff**, Assistant City Manager, stated the City is under budget and on time. Still ahead of the official schedule.

**Mark Hefferin**, E2L Real Estate Solutions, said signage and way find decision being finalized, Utilities and Roadwork complete – SE 1st Street. The Kapok Park with sidewalks. All furniture delivery targeted to begin in April 2020. The Fire Station is scheduled for completion March 31, 2020. The information Technology Department is working with E2L to complete the installation. Police station storage building is complete; the sidewalk, pavement coordination with the EOC is underway. The preparation for the Art Work is to begin in March or April. The ceilings and lighting are installed. The move-in target date is April 30, 2020. The district energy system is tested and functional.

The North Garage is ready for construction. The hotel site is ready; Entrance road from Boynton Beach will be the City Right-Of-Way. The turning lane for Boynton Beach needs FDOT approval. South Garage permit approved, ready for pick up. There is an agreement for the JKM site currently used for Children Museum parking.

**John Markey**, JKM Developers stated everyone is aware JKM Developers missed their date. Indicated JKM is rescheduled start February 2020, and assured the Commission this date would not be missed. Requested staff help with a temporary Certificate of Occupancy. Explained construction for the apartments cannot begin until the garage is completed.

Mayor Grant asked about the north garage. Mr. Markey stated the north garage has been accelerated and refinancing is approved for the north garage.

Commissioner McCray thanked Mr. Markey for being honest.

Vice Mayor Katz asked the reason for missing the target date for the garage on the south side. Mr. Markey responded there is no one responsible for the delay but him. He stated the construction market is challenging, they are struggling to get prices especially with the Electrical, Mechanical and Plumbing (EMP). He is confident they would resolve those issues with the construction challenges within the next two weeks.

Vice Mayor Katz asked if there were any reason why the March 1 date would not be met to begin construction. Mr. Markey indicated he does not see any reason, and has given himself additional lead way to the March 1 start date.

Vice Mayor Katz understood additional financing has been received. How much more financing is required? In addition, inquired if additional financing is needed to complete the garage, or is this financing for the residential component on the south end. Asked if the financing would impede the construction of the garage. Mr. Markey stated this would be a \$15M package for the garage and the apartment component. There would be a need to finance the south garage and the south apartments.

Vice Mayor Katz stated the garage would not be open to coincide with the opening of City Hall and the Library. Asked for clarification on a contingency plan on the parking. How many public spaces and where would this parking area be located? Asked if the contingency plan is sufficient to address the needs the garage would have. Mr. Markey stated yes and indicated they are working on a contingency plan. What they have was foreseen. There are five separate agreements/contracts and in the entire document, there is already a contingency plan in place. They are prepared to move forward.

Vice Mayor Katz asked what can be done with the north garage; what can be done if there is an issue with keeping with those timelines? He said he does not want one delay to cause delays on the north side.

Mr. Markey indicated it is to accelerate getting the North Garage construction done. Indicated everything relies on the garage. They have market studies, and the market cannot absorb another 500 units at one time in one location. These buildings were planned to come in a sequence.

Vice Mayor Katz requested the developers to be cognizant of the north garage. Asked when could the City gain ownership of the North Garage. Mr. Markey responded it has not been finalized whether it would become City property or remain private property.

Vice Mayor Katz asked if the city were to gain ownership and become more financially involved, it would accelerate the north end because the garage would no longer be a part of the equation. Mr. Markey replied yes.

Vice Mayor Katz stated to all partners, please keep the Commission updated on what is going on with the construction. This is the biggest project in the City. He fears one delay would have a domino effect. He would rather be more of an alarmist, than not raise any concerns, and then something is not done. This is the cornerstone of the City.

Mr. Markey stated they have been communicating with staff and they are working through some issues. There are some temporary parking easements, which must be cleaned up before closing on the loan. They used all the private parcels. He would request help from the City. This is a complicated process. He would be asking for help in the future. Indicated the site is currently used for construction parking and staging.

Commissioner Romelus indicated the city is more than willing to help and make sure they have the resources to get things going. She questioned the reason for the delay. If the delay was due to construction cost and lack of labor, how can the city get their portion done on time and under budget? Mr. Markey responded there is an entirely different subset of contractors, than the laborers. This is a specialized subset of contractors, which do this type of work. In the apartment sector such as mixed use, everyone is busy.

Commissioner Romelus stated she is speaking of the garage; this is not a mixed-use construction as of yet. Mr. Markey explained the GMP; the total price for the south garage



includes the apartments. The financing could not be done without the apartments. He stated the garage contractor is ready to go.

Commissioner Romelus indicated she was not happy about the delays. Stated a timeline was created for the 800+ employees moving into a facility, which is now without parking. This is without counting the members of the public for the library patrons or those frequenting City Hall. She asked where are the people going to park without sufficient parking?

Mr. Markey stated he is contractually committed to provide temporary parking. Indicated they have the land area.

Commissioner Penserga requested clarification of the additional funding received and how was it being used. Mr. Markey explained that is a \$5.5M refinancing of the original financing which encumbered the land under the garage. Doing this unencumbered the land under the garage and gave an additional \$2M to be placed in redevelopment. He stated he and the city are in the same position. He is paying interest because of the delay.

Mayor Grant inquired if the Boynton Beach Boulevard apartment must be residential units. He suggested possibly office space, with retail on the first floor. Mr. Markey stated they are early enough in the process, when changes can be made.

Mayor Grant asked about the in-ground dumpsters. Mr. Groff replied staff looked into Underground Refuse Systems, and looked into their technology, and decided this was not needed for the Town Square project. Staff are coordinating with Mr. Markey regarding the garbage.

Mayor Grant stated this project is the cornerstone of the City of Boynton Beach downtown. Inquired if staff has been in touch with the Freemasons regarding the cornerstone. Mr. Groff stated he reached out to the Freemasons and they have not replied. He indicated he would reach out to them again.

Commissioner McCray requested the information regarding the underground dumpsters. Mr. Groff replied he would send the information to the entire Commission.

Commissioner Penserga asked if the underground dumpsters work with the city's existing trucks. Mr. Groff replied the system consists of an underground vault, and there are space considerations, and are extremely expensive.

Mayor Grant stated he saw the refuse system at a Florida League of Cities annual conference. He explained it was a foot pedal compactor, so the trash does not need to move from trashcan to dumpster to garbage truck.

Commissioner McCray indicated they are in the process of construction, it was not the idea of saving money, and it was what was best for the City while we are in the process of construction. He said he understands the city was under budget, but what is best for the city.

Commissioner Romelus stated she likes staying under budget.

Mayor Grant stated he was in agreement with Commissioner McCray; he wanted what was best for the City.

Mayor Grant opened to the public for comment.

E. Boynton Beach Veterans Annual Four Chaplains Event.

Mayor Grant invited everyone to attend the annual Four Chaplains event, located at 235 SW 6<sup>th</sup> Avenue at 2pm, February 2<sup>nd</sup>. This event commemorate the Four Chaplains, which gave their lives to save other civilians and military personnel as the troop ship SS Dorchester sank on February 3, 1943.

#### **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, questioned a boat being stored on the property. Inquired if space was being rented by the City to the owner of the boat. Mr. Groff stated staff would check into this. Ms. Oyer informed the Commission the City of Boca Raton has underground trash area. Ms. Oyer believed the City at one time had underground trash containment.

Commissioner McCray stated he does recall the underground trash containment.

**Woodrow Hay**, 427 NW 5 Avenue, candidate for Commissioner District 2, said he spoke with some of the citizens about the Martin Luther King celebration and said it was great. The citizens have come out with additional ideas for next year.

Commissioner McCray indicated there would be more help for the Martin Luther King (MLK) event next year.

Mayor Grant stated there would be a debriefing with the MLK committee to plan for next year's event.

**Dr. Piotr Blass**, 113 Tara Lakes Drive W., a candidate for Mayor, said he was impressed with the rebuilding of Town Square. Stated as the next major the City of Boynton Beach would receive energy from the ocean.

**Christine Momot**, 405 SW 4<sup>th</sup> Street, inquired why the City needs more apartments or housing in this area. There are other apartments being built across the street from the mall. The current units are not filled up. There are people moving out of Boynton Beach, not into Boynton Beach.

Vice Mayor Katz stated the Mall at Boynton Beach is privately owned. The property owners requested the right to build.

Mayor Grant stated it would be a suburban mixed-use project. With the mixed use, there would be both commercial and residential area. The reason for the mixed-use project, there are different traffic patterns from commercial versus residential. The Commission wants to make sure they do not over exceed the current amount of traffic allowed on certain roadways. The county to oversee the traffic patterns.

Ms. Momot stated there is a problem already with Old Boynton Beach Boulevard. If there were more people, there would be more issues with the traffic.

Mayor Grant stated the City of Boynton Beach is addressing this with the city vision zero. The City wants to decide they want the safest roads.

Ms. Momot stated when she moved here, this was a quant city; she would like the City of Boynton to remain that way. She liked the area. She does not want it to change.

## **5. ADMINISTRATIVE**

- A. Approve the request of Mayor Grant to distribute \$200 of his Community Support Funds to Suits For Seniors, Inc.

### **Motion**

Commissioner Romelus moved to approved. Commissioner McCray seconded the motion, which unanimously passed.

**Jervonte Edmonds**, Founder/CEO of Suits for Seniors, explained the program is for high school seniors. Indicated all seniors who have received the suits have a 100% graduation rate. The recipients of these suits go on to college or to employment in the local community.

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

**Motion**

Commissioner McCray nominated Aquannette Thomas for the Community Redevelopment Agency Advisory Board (Reg). Commissioner Romelus seconded the motion, which unanimously passed.

**Motion**

Commissioner Penserga nominated Chevette Gadson for the Education and Youth Advisory Board (Reg). Commissioner Romelus seconded the motion, which unanimously passed.

**Motion**

Commissioner McCray nominated Diana Heitz for the Education and Youth Advisory Board (Alt). Commissioner Romelus seconded the motion, which unanimously passed.

**Motion**

Commissioner McCray nominated Michael Kelley for the Police Officers' Retirement Trust Fund (Reg). Commissioner Romelus seconded the motion, which unanimously passed.

**Motion**

Commissioner Romelus nominated Marsha Bionta for the Recreation and Parks Board (Reg). Commissioner Penserga seconded the motion, which unanimously passed.

**6. CONSENT AGENDA**

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

Commissioner Penserga pulled item 6A.  
Commissioner Romelus pulled item 6D.

- A. **Proposed Resolution No. R20-005** - Approve and authorize the City Manager to sign the Dog Park Maintenance Agreement between the City of Boynton Beach and Boynton Town Center Master Association, Inc. for the perpetual maintenance of the Joseph Crowder Dog Park, subject to final approval of the City Attorney.

Mayor Grant read proposed Resolution No. R20-005 into the record by title only.

**Andrew Mack**, Director of Public Works, indicated he was available for any questions the Commission may have.

Mayor Grant requested clarification of the agreement for perpetual maintenance.

City Attorney Cherof explained the reference to the perpetual maintenance is a provision of the plat; it is an obligation of the association whether they enter into an agreement with the city or not. The agreement with the city, in which part, the city takes on some of the association's responsibility, is for 20 years.

Commission Penserga requested some background information.

Mr. Mack explained that as part of the redevelopment of the Cortina project, there was a developer's agreement to execute a land swap. The city gave up some land to build a dog park. As a part of that process, the association took on the perpetual maintenance of the park. Indicated the City of Boynton Beach owns the property, but it is maintained by the association. There were only two places, which mentioned the perpetual maintenance of the park, which was on the Plat and in the land swap agreement. Mr. Mack stated the agreement clarifies the enforcement powers the City has and outlines the process to assure the conditions of the dog park are such that the park is operated and maintained in a manner, which does not adversely affect the health, safety and welfare of the public. The association has reviewed the document. Mr. Mack stated this agreement memorializes this.

Mayor Grant questioned the 20-year agreement; inquired if the agreement allowed the city to assist the association with upgrades to the park. Mr. Mack replied the City still owns the property and can make changes to the park in coordination with the association. Mr. Mack stated the dog park area needed rotation to give the area rest. One of the things, which the POA has requested, was to have a third park in between the two parks.

Commissioner McCray asked what happens after the contract terminates in 20 years. Mr. Mack replied the agreement could be renegotiated with the POA.

Vice Mayor Katz stated he was for the agreement. He noticed in the agreement, it states the city would not enforce codes, if they do not maintain the park. The city has the ability to take corrective action and bill them. Vice Mayor Katz asked how strong was their ability to fight back? Mr. Mack replied there are some notice provisions of the contract. The city would need to place them on notice.

Vice Mayor Katz appreciated the idea of converting the middle space into another dog run. He believed having the third run was the only way in which to rest the land. Asked are there plans to take down the divider in between the two small runs to create three runs, or would the two runs be maintained as-is? Mr. Mack indicated this proposal was received this past week. His first impression was to have two big dog runs and have the

area segregated. This would create two big dog areas, and have the middle area as a rest area.

### **Motion**

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion, which unanimously passed.

- B. Piggy-back the State of Florida Alternate Contract #43211500-WSCA-15-ACS for the purchase of Dell workstations, Monitors, and accessories from Dell Marketing LP of Round Rock, TX in an amount not to exceed \$65,000. The Florida Alternate Contract procurement process satisfies the City's competitive bid requirements.
- C. **Proposed Resolution No. R20-006** - Authorize the City Manager to sign individual agreements with two (2) firms as a result of RFQ No.: 038-2821-19/TP for Supervisory Control and Data (SCADA) System Programming, Preventive Maintenance and Repair Services. Individual task orders for projects will be issued and submitted to the Commission for approval in accordance with the City's Purchasing policies and procedures.
- D. **Proposed Resolution No. R20-007** - Approve the Boynton Beach City Library Fine Free Policy.

Mayor Grant read the proposed Resolution No. R20-007 by title only.

**Jeannie Taylor**, Assistant Library Director, said she was excited about going fine free. The goal was to have the books returned. Staff wants the library opened and accessible to all, and fines were just a barrier to use the library.

Commissioner Romelus asked Ms. Taylor to announce the new library hours once the Library opens in the new Town Square. Ms. Taylor responded the hours would be open until 8 p.m., in addition Friday from 9:00 a.m. until 5:00 p.m.

Commissioner Penserga asked how many people would this policy affect? Ms. Taylor stated this was unknown.

Commissioner McCray asked if there would be some type of counseling provided once a citizen returned the book late. Ms. Taylor replied the library is trying not to be punitive, just congratulate them on returning the book.

Mayor Grant stated concerns of not creating consequences for not doing what they are supposed to do. There should be some type of cost and affect.

Ms. Taylor stated this is a cost, which is associated with going fine-free. Explained the fees associated with the laptops.

Mayor Grant stated the number of late fees was \$17,000 paid last year. Ms. Taylor stated the actual number was \$12,000.

Mayor Grant wanted to find out how much property was not returned. Ms. Taylor replied staff has numbers from the collection agency. There are some automatic renewal options. Mayor Grant requested to have data to see how much property has not been returned to the library after the automatic renewal time.

Commissioner McCray stated whatever encourages the children to read, he is for it.

### **Motion**

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion, which unanimously passed.

- E. Authorize the Finance Department to reduce the Allowance for Uncollectible Accounts and the Accounts Receivable Accounts by \$622,879.91. This amount reflects unpaid ALS Transportation billings that have been in collections for 12 months or longer.
- F. Proposed Resolution No. R20-008 - Adopt 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.
- G. Accept the written report to the Commission for purchases over \$10,000 for the month of December 2019.
- H. **Proposed Resolution No. R20-009** - Approve and authorize the City Manager to sign the Developer's Agreement with Mr. Edin Mehanovic of 820 Bamboo Lane for the construction of wastewater improvements within the right-of-way of Bamboo Lane.
- I. **Proposed Resolution No. R20-010** - Approve and authorize the City Manager to sign Amendment No. 1 to the Developer's Agreement with Knuckles, LLC for the construction of sanitary sewer and lift station wet well improvements for the Taco Bell project located at 2319 Federal Highway.
- J. Approve minutes from the City Commission meetings on December 3, 2019 and January 7, 2020.

## **Motion**

Commissioner Penserga moved to approve the consent agenda as amended. Commissioner McCray seconded the motion, which unanimously passed.

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

- A. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over \$100,000 as described in the written report for January 21, 2020- "Request for Extensions and/or Piggybacks."
- B. **Proposed Resolution No. R20-011** - Approve Award of Bid No. 004-2821-19/EM for " Lime and Sludge Removal, Hauling and Disposal and authorize the City Manager to sign a contract with Prolime Corporation, 58610 Van Dyke Rd., Washington, MI 48094, as the lowest, most responsive, responsible bidder in the amount of \$16.95 per Cubic Yard for an annual estimated amount of \$271,200 for a period of three (3) years, with an option to renew for two (2) one-year terms for a total \$1,356,000 estimated amount over the total potential term of the agreement.
- C. Approve an increase to the estimated annual expenditure of Bid # 019-2821-19/IT "Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems" in the amount of \$80,000, increasing the estimated annual expenditure from \$175,000 to \$255,000 for the remainder of fiscal year 2019/2020.
- D. Piggy-Back the National IPA (U.S. Communities and National IPA are now part of OMNIA Partners-the nation's largest purchasing organization in procurement and supply chain management) Contract # 2017025 with Toro Pricing thru local distributor, Hector, 1301 Northwest 3rd Street, Deerfield Beach, FL 33442 for the purchase of six (6) Toro Greenmaster 3150Q Mowers for a total amount of \$161,347.82.

## **Motion**

Commissioner McCray moved to approve the Consent Agenda for Bids and Purchases above \$100,000. Commissioner Penserga seconded the motion, which unanimously passed.

## **8. PUBLIC HEARING**

### **6 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS**

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



- A. **Proposed Ordinance No. 20-002 - Second 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. **(The applicant has requested to continue this agenda item to the February 18, 2020 Commission Meeting.)**

There was no action taken on this item. There was consensus to continue this item until the February 18, 2020 meeting.

- 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. **(Tabled from the 1/7/2020 Commission Meeting. The applicant has requested to continue this agenda item to the February 18, 2020 Commission Meeting.)**

There was no action taken on this item. There was consensus to continue this item until the February 18, 2020 meeting.

## **9. City Manager Report- None**

## **10. Unfinished Business-None**

## **11. New Business**

- A. **Proposed Resolution No. R20-012** - Approve and ratify the Collective Bargaining Agreement between the City and the Boynton Beach Fire Fighters and Paramedics, IAFF Local 1891 for the term October 1, 2019 through September 30, 2022.

Mayor Grant read the proposed resolution no R20-012 by title into the record.

**Julie Oldbury**, Human Resources Director, stated the item before the Commission is to approve and ratify the Collective Bargaining Agreement between the City and the Boynton Beach Fire Fighters and Paramedics, IAFF Local 1891 for the term October 1, 2019 through September 30, 2022. The members terminated the prior agreement, slated to end 2022. The contract was open and the membership voted in favor of the new agreement.

Commissioner McCray asked how many members voted. Ms. Oldbury replied 88.

Commissioner McCray asked how many members voted in favor of the contract. Ms. Oldbury replied there were 86 in favor of the contract.

## **Motion**

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion, which unanimously passed.

## **12. Legal**

- A. **Proposed Resolution No. R20-013** - Approve the standard form of contract for connection to the District Energy System (DES), authorizing the Utilities Director or his designee to sign the contracts on behalf of the City.

Mayor Grant read proposed Resolution No. R20-013 into the record by title only.

Commissioner McCray requested clarification.

**Colin Groff** Assistant City Manager explained this is an individual service based on the service load; each customer would have an individual service contract. This is an agreement between the City and the customer.

Mayor Grant asked if the customer does not return the chilled water back at a certain temperature, is the customer charged a higher rate? Mr. Groff stated the contract has the rules and regulations of returning water back as well as spells out how the customers are charged.

## **Motion**

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion, which unanimously passed.

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

Renette Jean-Baptiste on behalf of Kevens Jean-Baptiste, a minor, Plaintiff, vs. Germaine Jones, and City of Boynton Beach, Defendants – Case Number: 9:18-cv-80740-Altman/Brannon, US District Court for the Southern District of Florida.

Attorney Cherof requested a closed-door session regarding Baptiste versus the City of Boynton Beach. Attorney Cherof requested 30 minutes either before or after the next meeting.

Mayor Grant asked if there would be any outside counsel. Attorney Cherof stated there would not be any outside counsel.

Mayor Grant requested to have the Attorney client session after the February 4, 2020 meeting.

There was a consensus.

Mayor Grant requested an outline of monthly events, which coincided with the City of Boynton Beach Centennial. He also requested a forum for a Black History Month open discussion.

### **13. FUTURE AGENDA ITEMS**

- A. Discuss Local Septic Tank Inspection Program - February 18, 2020
- B. Discuss purchase and sale agreement for Nichols property - February 18, 2020.
- C. Mayor Grant would like to invite the Central Palm Beach Chamber to a future Commission meeting to discuss their membership benefits - March 3, 2020
- D. Consider Vision Zero Resolution – TBD

### **14. ADJOURNMENT**

#### **Motion**

There being no further business to discuss, Vice Mayor Katz moved to adjourn. Commissioner Romelus seconded the motion. The motion unanimously passed. The meeting adjourned at 7:07 p.m.

*(Continued on the 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:** 2/4/2020

**Requested Action by Commission:** **Proposed Resolution No. R20-015** - Designate a Canvassing Board for the March 2020 Municipal Election.

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**Explanation of Request:** The Palm Beach County Supervisor of Elections requires a Resolution designating the City's Canvassing Board for the March 2020 Municipal Election. The Supervisor, the City Clerk and the City Attorney or his designee can comprise the Canvassing Board. As the general municipal election will be held in conjunction with the Presidential Preference Primary, the County Canvassing Board will handle the canvassing of all ballots; however, in the event of a run-off election, the City will be required to facilitate the canvassing of ballots.

**How will this affect city programs or services?** This is a ministerial action necessary to complete the election process.

**Fiscal Impact:** N/A

**Alternatives:** The Commission can designate another member in lieu of the City Attorney.

**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"/> Resolution	Resolution approving designation of Canvassing Board for March 2020 Municipal Election

**RESOLUTION NO. R20-**

**A RESOLUTION OF THE CITY COMMISSION OF THE OF  
BOYNTON BEACH, FLORIDA DESIGNATING A  
CANVASSING BOARD FOR THE MARCH 2020 MUNICIPAL  
ELECTION; PROVIDING FOR CONFLICT,  
SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Palm Beach County Supervisor of Elections requires that the City Commission designate, by Resolution, a Canvassing Board for the City for the March 2020 Municipal Election, and

**WHEREAS**, since the municipal election will be held in conjunction with the Presidential Preference Primary, the Palm Beach County Canvassing Board will handle the canvassing of all ballots; however in the event of a run-off election, the City will be required to facilitate the canvassing of ballots; and

**WHEREAS**, the City Commission has determined that the responsibility to “canvass the returns” is a ministerial and non-legislative function that can be delegated by the City Commission and that the Supervisor of Elections, the City Clerk and the City Attorney or his designee can compromise the Canvassing Board.

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

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

**Section 2.** The City Commission hereby delegates the responsibilities to canvass the returns of any run-off election of the 2020 City municipal election to a canvassing board comprised of the Palm Beach County Supervisor of Elections, the City Clerk of the City of Boynton Beach and the City Attorney or his designee. The Palm Beach County Canvassing

28 Board will handle the canvassing of ballots for the general municipal election and the Municipal  
29 Canvassing Board's authority extends to cover all returns for runoff elections, if necessary.

30 **Section 3.** If any clause, section, or other part or application of this Resolution shall  
31 be held by any court of competent jurisdiction to be unconstitutional or invalid, such  
32 unconstitutional or invalid part or application shall be considered as eliminated and so not affecting  
33 the validity of the remaining portions or applications remaining in full force and effect.

34 **Section 4.** The City shall indemnify and hold harmless the members of the canvassing  
35 board in the event either or both are the subject of litigation arising from their duties as canvassing  
36 board members.

37 **Section 5.** This Resolution shall become effective on passage.

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

39 CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
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ATTEST:

56 \_\_\_\_\_  
57 Crystal Gibson, MMC  
58 City Clerk  
59  
60 (Corporate Seal)



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:** **Proposed Ordinance No. 20-003 - First Reading** - Approve proposed amendments to Chapter 18, Article IV, Pensions for Firefighters; amending Sections 18-180 and 18-182; creating Section 18-194; and renumbering Section 18-222 as Section 18-194.

---

**Explanation of Request:**

To accept modifications to the Firefighters' Pension Plan as agreed during negotiations of the IAFF Collective Bargaining Agreement.

- Change the effective date of the one and a half percent (1.5%) increase to the maximum benefit cap to begin on October 1, 2020 rather than on October 1, 2023; and
- Align the death benefit with the accrued benefit; and
- Implement the cancer presumption established by Florida State Statute, Section 112.1816; and
- Provide uniform DROP benefit to firefighters on or after January 21, 2020; and
- Renumbering Section 18-222 as Section 180194 to govern DROP benefits for grandfathered members.

**How will this affect city programs or services?**

**Fiscal Impact:** Budgeted The actuarial impact summary is attached. The primary driver of the estimated \$65,000 increase in annual required contributions is attributable to the new (July 2019) cancer presumption mandate as dictated in Florida Statutes.

**Alternatives:**

**Strategic Plan:**

**Strategic Plan Application:**

**Climate Action:**

**Climate Action Discussion:**

---

**Is this a grant?**

**Grant Amount:**

---



**ATTACHMENTS:**

Type	Description
▣ Ordinance	Ordinance approving 2020 Amendments to Fire Pension
▣ Addendum	Actuarial Impact Summary

ORDINANCE NO. 20-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA; AMENDING CHAPTER 18, ARTICLE IV, PENSIONS FOR FIREFIGHTERS; AMENDING SECTION 18-180 TO INCREASE THE MAXIMUM BENEFIT CAP BEGINNING IN 2020; AMENDING SECTION 18-182(g) TO ALIGN THE DEATH BENEFIT WITH THE ACCRUED BENEFIT; AMENDING SECTION 18-182(i) OF THE CITY CODE TO IMPLEMENT THE CONCLUSIVE CANCER PRESUMPTION ESTABLISHED BY SECTION 112.1816, FLA. STAT., AND THE REBUTTABLE DISEASE PRESUMPTIONS UNDER SECTIONS 112.18, 112.181 AND 175.231, FLA. STAT; CREATING SECTION 18-194 TO PROVIDE FOR A UNIFORM DROP BENEFIT FOR NEWLY HIRED FIREFIGHTERS; RENUMBERING SECTION 18-222 AS SECTION 18-194 TO GOVERN DROP BENEFITS FOR GRANDFATHERED MEMEMBERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Boynton Beach and Local 1891 have negotiated a new collective bargaining agreement addressing pension and related matters.

**WHEREAS**, the Board of Trustees of the City of Boynton Beach Municipal Firefighters Pension Trust Fund has prepared this ordinance to implement the parties' agreement.

**WHEREAS**, the Florida Legislature has created a conclusive duty-related cancer presumption.

**WHEREAS**, Senate Bill 426 (SB 426) amends Chapter 112, Florida Statutes, by creating Section 112.1816, governing disability and death benefits for firefighters.

**WHEREAS**, SB 426 governs all Firefighter Pension Plans in Florida.

**WHEREAS**, the Board of Trustees of the City of Boynton Beach Municipal Firefighters Pension Trust Fund has prepared this ordinance to implement SB 426, effective July 1, 2019.

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

Section 1: The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2: Section 18-180 of the Code of Ordinances of the City of Boynton Beach is hereby amended to read as follows:

47  
48 **Sec. 18-180. Monthly retirement income.**  
49

- 50 (a) The amount of monthly retirement income payable to a firefighter who retires on or  
51 after the firefighter's normal retirement date shall be an amount equal to the number of  
52 the firefighter's years of credited service multiplied by 3% of such firefighter's average  
53 final compensation. Effective October 1, 2018 the maximum normal retirement benefit  
54 shall be capped at ninety-five thousand dollars (\$95,000) (hereinafter the "maximum  
55 benefit cap"). The maximum benefit cap will be increased annually beginning on the  
56 first day of October ~~2023~~ 2020 (and on each October 1 thereafter) by one and a half  
57 percent (1.5%). The maximum benefit cap shall also apply to early retirement, deferred  
58 vested retirement and disability retirement. In the case of early retirement and deferred  
59 vested retirement, the maximum benefit cap shall be applied to the normal retirement  
60 benefit before reflecting any reductions for early retirement. At all times, the plan shall  
61 comply with the maximum benefit limitations of IRS Code Section 415(d) and all  
62 applicable Treasury Regulations.  
63

64 Section 3: Section 18-182(g) of the Code of Ordinances of the City of Boynton Beach is  
65 hereby amended to read as follows:  
66

67 **Section 18-182. Disability retirement and death benefits.**  
68

- 69 (g) Survivor's benefit. If any member with at least ten (10) years of continuous service shall  
70 die prior to retirement or other termination of employment with the city, a death benefit  
71 shall be payable to the deceased member's spouse. The benefit shall equal ~~two and one~~  
72 ~~half (2½)~~ three percent (3%) of average final compensation for each year of continuous  
73 service. It shall be payable in equal monthly installments commencing the first day of  
74 the month following the date of death ~~and ceasing upon the death or remarriage of the~~  
75 ~~spouse.~~  
76

77 Section 4: Section 18-182(i) of the Code of Ordinances of the City of Boynton Beach is  
78 hereby created to read as follows:  
79

80 (i) Line of duty presumptions.  
81

- 82 (1) Rebuttable presumptions: The provisions of Sections 112.18, 112.181, 175.231,  
83 Fla. Stat., are hereby codified within the Plan and are intended to be incorporated  
84 by reference. The Board of Trustees may adopt uniform administrative rules  
85 relating to these rebuttable presumptions and for the determination of any  
86 disqualifying events reflected in Chapters 112 and 175, Fla. Stat.  
87  
88 (2) Non-rebuttable conclusive cancer presumption: The provisions of Section  
89 112.1816, Fla. Stat., are hereby codified within the Plan and are intended to be  
90 incorporated by reference. The Board of Trustees may adopt uniform  
91 administrative rules relating to this presumption and for the determination of any  
92 disqualifying events as reflected in Chapters 112 and 175, Fla. Stat.

93

94 Section 5: Section 18-222 of the Code of Ordinances of the City of Boynton Beach is  
95 hereby renumbered as Section 18-194 and amended follows:

96

97 Sec. 18-194 ~~18-222~~. Deferred retirement option plan.

98 (a) The following provisions shall apply to members hired prior to January 21, 2020:

99 (1) A deferred retirement option plan ("DROP") is hereby created.

100 (2) Eligibility to participate in the DROP is based upon eligibility for normal service  
101 retirement in the plan.

102 (3) Participation in the DROP must be exercised within the first thirty (30) years of  
103 employment; provided, however, that participation in the DROP, when  
104 combined with participation in the retirement plan as an active member, may not  
105 exceed thirty (30) years. The maximum period of participation in the DROP is  
106 five (5) years. An employee's election to participate in the DROP plan shall be  
107 irrevocable and shall be made by executing a resignation notice on a form  
108 prescribed by the City.

109 (4) Upon exercising the right to participate in the DROP, an employee's creditable  
110 service, accrued benefits and compensation calculation shall be frozen and shall  
111 utilize the average of the five (5) highest of the ten (10) years immediately  
112 preceding participation in the DROP as the compensation basis. Accumulated,  
113 unused sick and vacation leave shall be included in the compensation  
114 calculation; provided, however, that a minimum balance of 120 hours of sick  
115 leave and 120 hours of vacation leave shall be maintained by the employee and  
116 excluded from this calculation. The retained leave balance, including any  
117 additions, shall be distributed at the conclusion of DROP participation and  
118 separation from service.

119 (5) Payment shall be made into the employee's DROP account as if the employee  
120 had terminated employment in the City in an amount determined by the  
121 employee's selection of the payment option.

122 (6) An employee's account in the DROP program shall earn interest in one of three  
123 ways. The selection of the earnings program shall be irrevocable and shall be  
124 made prior to the first deposit in the DROP account. The options are:

125 (a) Gain or lose interest at the same rate as the Plan; or,

126 (b) At an annual fixed rate of seven percent (7%); or,

127 (c) In a self-directed account utilizing mutual funds selected by the board.

128 (7) An employee shall terminate service with the City at the conclusion of five (5)  
129 years in the DROP.

- 130       (8)     All interest shall be credited to the employee's DROP account on the last day of  
131       the month in which the member separates from service. In the event that a  
132       member dies while in the DROP, interest shall be pro-rated to the last business  
133       day of the month preceding the death of the member.
- 134       (9)     Upon termination with the City, an employee may receive payment within forty-  
135       five (45) days of the member requesting payment or may defer payment until a  
136       time not later than the latest date authorized by Section 401(a)(9) of the Internal  
137       Revenue Code at the option of the member.
- 138       (10)    Payments from the DROP may be received as a lump sum installment payment  
139       or annuity, provided, however, that at all times, the DROP shall be subject to the  
140       provisions of the Internal Revenue Service.
- 141       (11)    No payment may be made from the DROP until the employee actually separates  
142       from service with the City.
- 143       (12)    If an employee shall die during participation in the DROP, a survivor benefit  
144       shall be payable in accordance with the form of benefit chosen at the time of  
145       entry into the DROP.
- 146       (13)    Upon commencement of participation in the DROP, the member shall no longer  
147       be eligible for disability retirement from the pension plan. If a member becomes  
148       disabled during the DROP period, the member shall be treated as if he/she retired  
149       on the day prior to the date of disability.
- 150       (b)     The following provisions of the "Consolidated Deferred Retirement Option Plan" shall  
151       apply to members hired on or after January 1, 2020:
- 152       (1)     A City employee deferred retirement option plan ("DROP") is hereby created,  
153       amending, implementation, all conflicting provisions in existing DROP plans for  
154       general employees, police officer employees, and fire/rescue employees.
- 155       (2)     Employees who reach eligibility for normal service retirement in the employee's  
156       retirement plan may elect to enter DROP.
- 157       (3)     An Employee may elect to participate in the Deferred Retirement Option Plan  
158       ("DROP") provided they make the election no later than 30 days after reaching  
159       their normal retirement date. Notwithstanding the foregoing, upon enactment of  
160       this Ordinance employees who have reached normal retirement date and did not  
161       enter DROP may make their initial election to participate in the DROP no later  
162       than ninety (90) days after the implementation date of this ordinance.
- 163       (4)     An election to participate in the DROP plan is irrevocable.
- 164       (5)     Employees may elect to participate by submitting an election to enter DROP to the  
165       City's Human Resource Department ("Department") on a form available from the  
166       Department for that purpose. On receipt of the election to enter DROP the  
167       Department will notify the administrator of the pension plan in which the  
168       employee participates.

- 169       (6)     Participation in the DROP must be exercised within the first 30 years of combined  
170       credited service (25 for law enforcement officers).
- 171       (7)     An employee shall not participate in the DROP for more than five years.
- 172       (8)     Upon an employee's election to participate in the DROP, the employee shall cease  
173       to be an employee of the retirement plan and is precluded from accruing any  
174       additional benefit under the Pension Fund. For all fund purposes, the employee  
175       becomes a "retiree" (which term shall be synonymous with "employees" who elect  
176       to enter DROP). The amount of credited service and final average salary freeze as  
177       of the date of entry into the DROP.
- 178       (9)     Accumulated, unused sick (over 120 hours) and vacation leave (over 120 hours)  
179       shall be deemed cashed out and included in the compensation calculation;  
180       provided however, that a minimum balance of 120 hours of sick leave and 120  
181       hours of vacation leave shall be maintained by the employee and excluded from  
182       this calculation. The retained leave balance, including any additions, shall be paid  
183       to the employee at the conclusion of DROP participation and separation from  
184       service.
- 185       (10)    DROP plan account shall be established for each employee who elects to  
186       participate. These are not actual accounts but nominal accounts and balances are  
187       kept as a bookkeeping process.
- 188       (11)    Payment shall be made into the employee's DROP account as if the employee had  
189       retired from the employ of the city. Payments into the DROP will be made  
190       monthly over the period the employee participates in the DROP, up to a maximum  
191       of 60 months or, pursuant to 401(A)(9) of the Internal Revenue Code, whichever  
192       occurs first.
- 193       (12)    An employee's participation in the DROP shall terminate at the end of five years  
194       and the employee shall separate from City employment. Upon entering into the  
195       DROP, an employee shall file with the Board a binding non-revocable letter of  
196       resignation from city employment. The binding letter of resignation shall establish  
197       a deferred termination date in accordance with the limitations of this DROP which  
198       may be amended if an employee wished to separate from employment earlier than  
199       the deferred termination date.
- 200       (13)    All interest shall be credited to the employee's DROP account less any  
201       outstanding loan balances on a quarterly basis with quarterly statements provided.  
202       In the event that a employee dies while in the DROP, interest shall be pro-rated to  
203       the last business day of the month preceding the death of the employee.
- 204       (14)    During the period of the employee's participation in the DROP plan, the  
205       employee's normal retirement benefit shall be accounted for and paid into the  
206       employee's DROP plan account.
- 207       (15)    The employee's DROP plan account shall be invested with the retirement plan  
208       assets and credited with interest equal to the overall net (earning less costs)  
209       investment rate of return on the retirement plan assets during the period of the  
210       employee's participation in the DROP plan. Notwithstanding Fund performance,  
211       the crediting rate will be no less than 0% and no more than 8%.

- 212           (16)   At the conclusion of the retiree's participation in the DROP plan, and as a  
213                   condition of participating in such plan, the retiree will continue retirement and  
214                   terminate City employment. The retiree will thereafter receive a normal monthly  
215                   retirement benefit at the same rate as previously calculated upon entry into the  
216                   DROP but the monthly amount will be paid to the retiree and no longer accounted  
217                   for in the DROP plan account. If the employee does not terminate participation in  
218                   the DROP plan at the end of the sixty (60) month maximum participation period,  
219                   no earnings will be credited on the DROP balance and no further DROP deposits  
220                   will be made.
- 221           (17)   No amount can be paid from the retirement plan until the DROP employee  
222                   terminates employment.
- 223           (18)   Upon termination, the retiree's DROP plan account will thereafter be distributed to  
224                   the retiree in a cash lump sum, which can be rolled over or paid in cash unless the  
225                   retiree elects an alternative distribution (a/k/a rollover). Direct rollover may be  
226                   accomplished by any reasonable means determined by the Pension Board.
- 227           (19)   If a retiree dies before distribution of the retiree's DROP plan account commences,  
228                   the account balance shall be distributed paid to the retiree's designated beneficiary  
229                   in a lump sum, which can be rolled over or paid in cash at the beneficiary's  
230                   discretion.
- 231           (20)   Distribution of an employee's DROP plan account shall begin as soon as  
232                   administratively practicable following the employee's termination of employment.  
233                   The employee must elect the distribution within but in no event later than 45 days  
234                   following the employee's termination date. If the employee does not timely  
235                   request the withdrawal of the asset in the DROP plan, no further earnings will be  
236                   credited on the DROP balance.
- 237           (21)   Any form of payment selected by the employee must comply with the minimum  
238                   distribution requirements of the IRC 401(A)(9) e.g., payments must commence by  
239                   age 70½, or age 72 for retirees who attain age 70 ½ on or after January 1, 2020.

240

241   Section 6:     It is the intention of the City Commission, and it is hereby ordained that the  
242   provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the  
243   City of Boynton Beach, that the sections of the Ordinance may be renumbered or relettered to  
244   accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or  
245   other appropriate word.

246

247   Section 7:     If any clause, section, or other part or application of this Ordinance shall be held  
248   in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional  
249   or invalid part or application shall be considered as eliminated and shall not affect the validity  
250   of the remaining portions or applications which shall remain in full force and effect.

251

252   Section 8:     All ordinances or parts of ordinances, resolutions or parts of resolutions in  
253   conflict herewith are hereby repealed to the extent of such conflict.

254

255   Section 9:     This Ordinance shall take effect when the following conditions precedent to the

256 adoption of this Ordinance have occurred:

257

258 (a) the City Commission has received and has accepted a report establishing the  
259 actuarial soundness of these amendments or a letter of opinion from the Plan Actuary  
260 that the amendment has no actuarial impact; and

261

262 (b) the Ordinance and impact statement have been sent to the State of Florida  
263 Division of Retirement.

264

265

266 **FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2020.

267

268 **SECOND, FINAL READING AND PASSAGE** this \_\_\_\_ day of \_\_\_\_\_, 2020.

269

270 CITY OF BOYNTON BEACH, FLORIDA

271

272 YES NO

273

274 Mayor – Steven B. Grant \_\_\_\_\_

275

276 Vice Mayor – Justin Katz \_\_\_\_\_

277

278 Commissioner – Mack McCray \_\_\_\_\_

279

280 Commissioner – Christina L. Romelus \_\_\_\_\_

281

282 Commissioner – Ty Penserga \_\_\_\_\_

283

284

285 VOTE \_\_\_\_\_

286 ATTEST:

287

288

289

290 \_\_\_\_\_  
Crystal Gibson, MMC

291 City Clerk

292

293

294 (Corporate Seal)

295

296

297 Coding: Words in strikeout type are deletions from existing text.

298 Words in underline type are additions.



January 16, 2020

Mr. David Williams  
Boynton Beach Firefighters' Retirement Plan  
Precision Pension Administration  
2100 North Florida Mango Road  
West Palm Beach, Florida 33409

**Re: City of Boynton Beach Municipal Firefighters' Pension Trust Fund – Actuarial Impact Statement**

Dear Dave:

As requested, we are enclosing an Actuarial Impact Statement showing the approximate first-year impact of the proposed changes in Plan provisions to the City of Boynton Beach Municipal Firefighters' Pension Trust Fund (Plan). The results are based on census and asset data as of October 1, 2018. **This is an approximate first-year impact based on the October 1, 2018 actuarial valuation. The actual first-year impact will be reflected in the October 1, 2019 actuarial valuation, which will first impact the required contribution for fiscal year 2021 (payable in October 2020).** The fiscal year 2020 required contribution (payable in October 2019) will not change.

Please refer to the enclosed exhibits for details. The following is a brief description of the proposed changes considered in this Actuarial Impact Statement.

- Current Plan Provisions and Assumptions – Same plan provisions and actuarial assumptions as used in the October 1, 2018 Actuarial Valuation Report. The maximum benefit cap (currently \$95,000 as of October 1, 2018) will be increased annually beginning on October 1, 2023 (and on each October 1<sup>st</sup> thereafter) by 1.5%. The Survivor's benefit is 2.5% of the member's average final compensation multiplied by years of Credit Service. No provisions exist specifically for rebuttable disease presumptions or non-rebuttable conclusive cancer presumptions reflected in Chapter 112 and 175, Florida Statutes. Members in the Deferred Retirement Option Plan (DROP) must elect one of the three following options of earning interest credited on their DROP account balance: (1) Gain or loss at the same rate earned by the Plan; (2) Guaranteed rate of 7%; or (3) The rate earned by a self-directed account utilizing mutual funds selected by the Board.
- Plan Changes – Reflecting the proposed changes in accordance with the proposed ordinance, as listed below:
  - The maximum benefit cap will be increased annually beginning on October 1, 2020 (and on each October 1<sup>st</sup> thereafter) by 1.5%.
  - The Survivor's benefit is 3.0% of the member's average final compensation multiplied by years of Credited Service.

- The Board of Trustees may adopt uniform administrative rules relating to rebuttable disease presumptions and to non-rebuttable conclusive cancer presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Florida Statutes.

Although not specifically stated in the Ordinance, we have assumed that as a result of the proposed change to adopt uniform administrative rules relating to rebuttable disease presumptions and to non-rebuttable conclusive cancer presumptions reflected in Chapters 112 and 175, Florida Statutes, the following provisions are added to the Plan:

- In compliance with newly adopted Florida Statutes Chapter 112.1816:
  - If a firefighter is initially diagnosed with cancer while employed as a firefighter, and as a result of the diagnosis of cancer or circumstances arising from the treatment of such cancer, he or she is determined to be wholly prevented from rendering useful and efficient service as a firefighter, and likely to remain so disabled continuously and permanently, the disability or death shall be considered in the line-of-duty.
- In compliance with newly adopted Florida Statutes Chapter 112.181:
  - Disability or death resulting from a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, tuberculosis, hypertension or heart disease resulting in a member being determined to be wholly prevented from rendering useful and efficient service as a firefighter, and likely to remain so disabled continuously and permanently shall be presumed to have been accidental and suffered in the line of duty unless the contrary is shown by competent evidence.

In order to value the impact of adding the rebuttable disease provisions and non-rebuttable conclusive cancer presumptions, the percentage of disabilities that are assumed to be line-of-duty disabilities has been increased from 75% to 85%.

The ordinance also amends the Plan as follows:

- A “Consolidated Deferred Retirement Option Plan” shall be created and applied to members hired on or after January 21, 2020. Benefit provisions for the Consolidated DROP that defer from the current DROP include the following:
  - Members in the Consolidated Deferred Retirement Option Plan earn interest credited on their DROP account balance at the same rate earned by the Plan, no less than 0% and no more than 8%.

Because this changes only applies to future hires, it will not have an immediate actuarial impact on the Plan. In addition, since the DROP interest crediting rate is currently assumed to be the same rate earned by the Plan’s investments, this change will not have a future actuarial impact on the Plan.

## Summary of Findings

- If the proposed Plan changes had been recognized as of October 1, 2018, the actuarially determined employer contribution (ADEC) for the fiscal year ending September 30, 2020 would have increased by \$64,987, from \$4,906,890 to \$4,971,877 (and by 0.61% of covered payroll, from 46.06% to 46.67%).
- If the proposed Plan changes had been recognized as of October 1, 2018, the funded ratio (actuarial value of assets divided by actuarial accrued liability) would have decreased by 0.2%, from 66.9% to 66.7%. The amount of the unfunded actuarial accrued liability would have increased by \$376,294.

## Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in Plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the Plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the either assumed or forecasted returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the Plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;

5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return is less (or more) than the assumed rate, the cost of the Plan can be expected to increase (or decrease). Likewise if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

The computed contribution amounts may be considered as a minimum contribution that complies with the pension Board's funding policy and the State statutes. The timely receipt of the actuarially determined contributions is critical to support the financial health of the Plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

### **Risk Assessment**

Risk assessment was outside the scope of this report. Risk assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid in the decision making process.

### **Disclosures and Qualifications**

This report was prepared at the request of the Plan Administrator and is intended for use by the Retirement System and those designated or approved by the Board. This report may be provided to parties other than the System only in its entirety and only with the Board's permission. GRS is not responsible for unauthorized use of this report.

The purpose of this report is to describe the approximate financial effect of the proposed plan changes summarized above. This report should not be relied on for any purpose other than the purpose described above. Determinations of financial results associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

The results in this report are based on census and asset data as of October 1, 2018, as provided by the Plan Administrator for the October 1, 2018 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator. Refer to that Actuarial Valuation Report dated March 27, 2019 for all actuarial assumptions, methods and disclosures.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic

assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the authors of this report prior to relying on information in this report.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the City of Boynton Beach Municipal Firefighters' pension Trust Fund as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

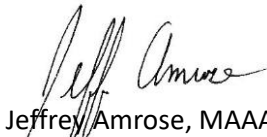
Peter N. Strong and Jeffrey Amrose are members of the American Academy of Actuaries. These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,



Peter N. Strong, FSA, MAAA  
Senior Consultant & Actuary



Jeffrey Amrose, MAAA  
Senior Consultant & Actuary

Enclosures

**CITY OF BOYNTON BEACH  
MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND**

**Impact Statement – January 16, 2020**

**Description of Amendments**

The proposed ordinance would amend the Plan as follows:

- The maximum benefit cap (currently \$95,000 as of October 1, 2018) will be increased annually beginning on October 1, 2020 (and on each October 1<sup>st</sup> thereafter) by 1.5%.
- The Survivor's benefit is 3.0% of the member's average final compensation multiplied by years of Credited Service.
- The Board of Trustees may adopt uniform administrative rules relating to rebuttable presumptions and to non-rebuttable conclusive cancer presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Florida Statutes.

Although not specifically stated in the Ordinance, we have assumed that as a result of the proposed change to adopt uniform administrative rules relating to rebuttable disease presumptions and to non-rebuttable conclusive cancer presumptions reflected in Chapters 112 and 175, Florida Statutes, the following provisions are added to the Plan:

- In compliance with newly adopted Florida Statutes Chapter 112.1816:
  - If a firefighter is initially diagnosed with cancer while employed as a firefighter, and as a result of the diagnosis of cancer or circumstances arising from the treatment of such cancer, he or she is determined to be wholly prevented from rendering useful and efficient service as a firefighter, and likely to remain so disabled continuously and permanently, the disability or death shall be considered in the line-of-duty.
- In compliance with newly adopted Florida Statutes Chapter 112.181:
  - Disability or death resulting from a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, tuberculosis, hypertension or heart disease resulting in a member being determined to be wholly prevented from rendering useful and efficient service as a firefighter, and likely to remain so disabled continuously and permanently shall be presumed to have been accidental and suffered in the line of duty unless the contrary is shown by competent evidence.

The ordinance also amends the Plan as follows:

- A “Consolidated Deferred Retirement Option Plan” shall be created and applied to members hired on or after January 21, 2020. Benefit provisions for the Consolidated DROP that defer from the current DROP include the following:
  - Members in the Consolidated Deferred Retirement Option Plan earn interest credited on their DROP account balance at the same rate earned by the Plan, no less than 0% and no more than 8%.

Because this changes only applies to future hires, it will not have an immediate actuarial impact on the Plan. In addition, since the DROP interest crediting rate is currently assumed to be the same rate earned by the Plan’s investments, this change will not have a future actuarial impact on the Plan.

#### **Funding Implications of Amendment**

An actuarial cost estimate is attached.

#### **Certification of Administrator**

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

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For the Board of Trustees  
as Plan Administrator

## SUPPLEMENTAL ACTUARIAL VALUATION REPORT

### Plan

City of Boynton Beach Municipal Firefighters' Pension Trust Fund

### Valuation Date

October 1, 2018 (Note: Actuarial impact for required contribution purposes will be reflected as of October 1, 2019)

### Date of Report

January 16, 2020

### Report Requested by

Board of Trustees

### Prepared by

Peter N. Strong

### Group Valued

All active and inactive Firefighters

### Changes in Plan Provisions

#### Current Provisions (Before Proposed Changes)

- The maximum benefit cap (currently \$95,000 as of October 1, 2018) will be increased annually beginning on October 1, 2023 (and on each October 1st thereafter) by 1.5%.
- The Survivor's benefit is 2.5% of the member's average final compensation multiplied by years of Credit Service.
- No provisions exist specifically for rebuttable disease presumptions or non-rebuttable conclusive cancer presumptions reflected in Chapter 112 and 175, Florida Statutes.

#### Revised Provisions (After Proposed Changes)

- The maximum benefit cap will be increased annually beginning on October 1, 2020 (and on each October 1st thereafter) by 1.5%.
- The Survivor's benefit is 3.0% of the member's average final compensation multiplied by years of Credited Service.
- The Board of Trustees may adopt uniform administrative rules relating to rebuttable disease presumptions and to non-rebuttable conclusive cancer presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Florida Statutes.



Although not specifically stated in the Ordinance, we have assumed that as a result of the proposed change to adopt uniform administrative rules relating to rebuttable disease presumptions and to non-rebuttable conclusive cancer presumptions reflected in Chapters 112 and 175, Florida Statutes, the following provisions are added to the Plan:

- In compliance with newly adopted Florida Statutes Chapter 112.1816:
  - If a firefighter is initially diagnosed with cancer while employed as a firefighter, and as a result of the diagnosis of cancer or circumstances arising from the treatment of such cancer, he or she is determined to be wholly prevented from rendering useful and efficient service as a firefighter, and likely to remain so disabled continuously and permanently, the disability or death shall be considered in the line-of-duty.
- In compliance with newly adopted Florida Statutes Chapter 112.181:
  - Disability or death resulting from a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, tuberculosis, hypertension or heart disease resulting in a member being determined to be wholly prevented from rendering useful and efficient service as a firefighter, and likely to remain so disabled continuously and permanently shall be presumed to have been accidental and suffered in the line of duty unless the contrary is shown by competent evidence.

The following benefit changes will not have an impact on the Plan because the changes only apply to future hires and the DROP interest crediting rate is assumed to be the same rate earned by the Plan's investments.

- A "Consolidated Deferred Retirement Option Plan" shall be created and applied to members hired on or after January 21, 2020. Benefit provisions for the Consolidated DROP that defer from the current DROP include the following:
  - Members in the Consolidated Deferred Retirement Option Plan earn interest credited on their DROP account balance at the same rate earned by the Plan, no less than 0% and no more than 8%.

### **Changes in Actuarial Assumptions and Methods**

In conjunction with the proposed benefit changes, the proportion of disabilities that are assumed to be service-connected (versus non-service connected) was increased from 75% to 85%.

All other actuarial assumptions and methods are the same as those used in the October 1, 2018 Actuarial Valuation Report.

Some of the key assumptions/methods are:

Investment Return – 7.50%  
Salary Increase – 3.5% to 14.5% per year depending on service  
Cost Method – Entry Age Normal

**Amortization Period for Any Change in Actuarial Accrued Liability**

25 years

**Summary of Data Used in Report**

See attached page.

**Actuarial Impact of Proposal(s)**

See attached page(s).

**Special Risks Involved with the Changes That the Plan Has Not Been Exposed to Previously**

None

ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC)			
A. Valuation Date	October 1, 2018 <i>Valuation</i>	October 1, 2018 <i>Proposed Ordinance</i>	<i>Increase (Decrease) from Valuation</i>
B. ADEC to Be Paid During Fiscal Year Ending	9/30/2020	9/30/2020	
C. Assumed Date of Employer Contrib.	10/1/2019	10/1/2019	
D. Annual Payment to Amortize Unfunded Actuarial Liability	\$ 3,593,023	\$ 3,618,170	\$ 25,147
E. Employer Normal Cost	2,230,990	2,268,699	37,709
F. ADEC if Paid on the Valuation Date: D + E	5,824,013	5,886,869	62,856
G. ADEC Adjusted for Frequency of Payments	5,824,013	5,886,869	62,856
H. ADEC as % of Covered Payroll	56.03 %	56.64 %	0.61 %
I. Covered Payroll per Valuation	10,393,865	10,393,865	0
J. Assumed Rate of Increase in Covered Payroll to Contribution Year	2.50 %	2.50 %	0.00 %
K. Covered Payroll for Contribution Year	10,653,712	10,653,712	0
L. ADEC for Contribution Year: H x K	5,969,275	6,034,262	64,987
M. State Revenue to be Allocated in Contribution Year (including amounts from Accumulated Excess Reserve)	1,062,385	1,062,385	0
N. Required Employer Contribution in Contribution Year: L - M	4,906,890	4,971,877	64,987
O. ADEC as % of Covered Payroll in Contribution Year: N ÷ K	46.06 %	46.67 %	0.61 %
P. Amount of Accumulated Excess Premium Tax Revenue Used to Offset ADEC (Actual 2019 State Revenue = \$830,904)	231,481	231,481	0

ACTUARIAL VALUE OF BENEFITS AND ASSETS			
A. Valuation Date	October 1, 2018 <i>Valuation</i>	October 1, 2018 <i>Proposed Ordinance</i>	<i>Increase (Decrease) from Valuation</i>
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	\$ 67,200,213	\$ 67,671,847	\$ 471,634
b. Vesting Benefits	4,079,340	4,079,340	0
c. Disability Benefits	1,820,028	1,888,992	68,964
d. Preretirement Death Benefits	692,568	829,073	136,505
e. Return of Member Contributions	152,268	150,165	(2,103)
f. Total	73,944,417	74,619,417	675,000
2. Inactive Members			
a. Service Retirees & Beneficiaries	86,816,665	86,816,665	0
b. Disability Retirees	1,696,135	1,696,135	0
c. Terminated Vested Members	898,572	898,572	0
d. Total	89,411,372	89,411,372	0
3. Total for All Members	163,355,789	164,030,789	675,000
C. Actuarial Accrued (Past Service) Liability per GASB No. 25	136,944,352	137,320,646	376,294
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	95,986,708	95,986,708	0
2. Actuarial Value	91,627,599	91,627,599	0
F. Unfunded Actuarial Accrued Liability:	45,316,753	45,693,047	376,294
G. Actuarial Present Value of Projected Covered Payroll	83,828,577	83,828,577	0
H. Actuarial Present Value of Projected Member Contributions	10,059,429	10,059,429	0
I. Accumulated Value of Member Contributions	10,119,252	10,119,252	0
J. Funded Ratio: E2/C	66.9 %	66.7 %	(0.2) %

# **CALCULATION OF EMPLOYER NORMAL COST**

A. Valuation Date	October 1, 2018 <i>Valuation</i>	October 1, 2018 <i>Proposed Ordinance</i>	<i>Increase (Decrease) from Valuation</i>
B. Normal Cost for			
1. Service Retirement Benefits	\$ 2,843,729	\$ 2,863,630	\$ 19,901
2. Vesting Benefits	259,431	259,431	0
3. Disability Benefits	149,319	159,752	10,433
4. Preretirement Death Benefits	38,432	46,244	7,812
5. Return of Member Contributions	41,053	40,616	(437)
6. Total for Future Benefits	3,331,964	3,369,673	37,709
7. Assumed Amount for Administrative Expenses	146,290	146,290	0
8. Total Normal Cost	3,478,254	3,515,963	37,709
As % of Covered Payroll	33.46 %	33.83 %	0.37 %
C. Expected Member Contribution	1,247,264	1,247,264	0
As % of Covered Payroll	12.00 %	12.00 %	0.00 %
D. Net Employer Normal Cost: B8-C	2,230,990	2,268,699	37,709
As % of Covered Payroll	21.46 %	21.83 %	0.37 %

PARTICIPANT DATA		
	October 1, 2018 <i>Valuation</i>	October 1, 2018 <i>Proposed Ordinance</i>
<b>ACTIVE MEMBERS</b>		
Number	113	113
Covered Annual Payroll	\$ 10,393,865	\$ 10,393,865
Average Annual Payroll	\$ 91,981	\$ 91,981
Average Age	38.8	38.8
Average Past Service	10.9	10.9
Average Age at Hire	27.9	27.9
<b>RETIREES, BENEFICIARIES &amp; DROP</b>		
Number	117	117
Annual Benefits	\$ 6,886,410	\$ 6,886,410
Average Annual Benefit	\$ 58,858	\$ 58,858
Average Age	61.9	61.9
<b>DISABILITY RETIREES</b>		
Number	2	2
Annual Benefits	\$ 113,033	\$ 113,033
Average Annual Benefit	\$ 56,517	\$ 56,517
Average Age	48.8	48.8
<b>TERMINATED VESTED MEMBERS</b>		
Number	2	2
Annual Benefits	\$ 74,494	\$ 74,494
Average Annual Benefit	\$ 37,247	\$ 37,247
Average Age	43.6	43.6



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 2/4/2020

**Requested Action by Commission:** Discuss Local Septic Tank Inspection Program - 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:** 2/4/2020

**Requested Action by Commission:** Discuss purchase and sale agreement for Nichols property - 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:** 2/4/2020

**Requested Action by Commission:**

Approve proposed amendments to IPUD, Infill Planned Unit Development zoning district (CDRV 20-001) - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions and Article III. Relationship to Comprehensive Plan; and (2) Chapter 3. Zoning, Article I. Overview, Article III. Zoning Districts and Overlays, Article IV. Use Regulations and Article V. Supplemental Regulations, to establish IPUD as a zoning district corresponding to the High Density Residential (HDR) Future Land Use classification, and to eliminate R-4, Multi Family district from the list of residential zoning districts. Applicant: City-initiated. - February 18, 2020

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**Explanation of Request:**

The 2016 Boynton Beach CRA Community Redevelopment Plan defined 6 (six) CRA planning districts, with district-specific design standards, and introduced a number of changes to the structure of the future land use (FLU) classifications and corresponding zoning districts.

One of the modifications to the structure of the future land use (FLU) classifications was the establishment of a new "High Density Residential" (HDR) category with a maximum density of 15 dwelling units per acre (du/ac), along with a new corresponding zoning district, R-4, Multi-family Residential. The intention was to bridge the large density gap between the existing classifications of Medium Density Residential, (MDR, 11 du/acre) and Special High Density Residential (SHDR, 20 du/acre).

Currently, the two residential FLU classifications with the highest densities are the aforementioned HDR and SHDR categories. Both can be used with the Planned Unit Development district (PUD) zoning citywide as appropriate. The HDR classification is also applicable citywide with its corresponding R-4 district, while SHDR with the corresponding Infill Planned Unit Development (IPUD) district is limited to areas east of Interstate 95.

Staff proposes to:

- Eliminate the R-4 designation, and
- Add IPUD as a zoning district under the High Density Residential FLU.

If the proposed amendment is approved, the HDR/IPUD combination would only be available—similarly to SHDR/IPUD—east of I-95. The IPUD zoning district is intended to meet infill redevelopment needs in areas east of I-95. Since the requirement of a 3-acre minimum project area was eliminated in 2019, the IPUD designation has been available for much smaller redevelopment sites, often adjacent to low density residential neighborhoods. The proposed amendment allows IPUD to be used with HDR, a land use classification with a maximum density of 15 du/acre significantly lower than the 20 du/acre of the SHDR, the only FLU category that can now be paired with IPUD. Moreover, IPUD would replace R-4; unlike R-4, which is a conventional district governed by simple numerical parameters, IPUD includes design standards that go beyond the basics in terms of site design, architecture and landscape and thus can provide a better transition to adjacent developments, more effectively minimizing projects' adverse impacts while providing for an improved project design.

Please note that the CRA Plan includes site-specific FLU recommendations, including those for HDR

classification, for its entire area. However, no property has been reclassified to HDR category since its inception. Elimination of the R-4 district will have therefore no impact on the properties on the ground, since none are currently zoned R-4.

**How will this affect city programs or services?**

No impact on City programs or services

**Fiscal Impact:** None

**Alternatives:** No alternatives recommended

**Strategic Plan:**

**Strategic Plan Application:** N/A

**Climate Action:**

**Climate Action Discussion:** N/A

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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:** 2/4/2020

**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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