The City of

Boynton Beach

City Commission Agenda

Monday, November 14, 2022, 6:00 PM

GoToWebinar Online Meeting and City Hall Commission Chambers, 100 E. Ocean Avenue

Boynton Beach City Commission

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

Daniel Dugger, City Manager
Michael Cirullo, City Attorney
Maylee DeJesús, City Clerk

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

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at
City of Boynton Beach Commission Meetings

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

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

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

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

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

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

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

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. Watch the meeting online, but not participate:

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

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

To request to speak during the meeting, you can electronically "raise your hand" or type a question using the GoToWebinar platform. The meeting moderator will announce when it is your turn to speak or have your question addressed. Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **Openings**

A. Call to Order - Mayor Ty Penserga

Roll Call

Invocation by Pastor Amalie Ash, First Presbyterian Church

Pledge of Allegiance to the Flag led by Commissioner Aimee Kelley

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Informational items by the Members of the City Commission.

3. **Announcements, Community And Special Events And Presentations**

A. City Manager Daniel Dugger will announce the reinstitution of the Police Athletic League (PAL) program.

B. Proclamation recognizing December 1, 2022 as World AIDS Day. Keturah Joseph, Faith Based CDC, will accept the Proclamation.

C. Recognize Deputy City Clerk Tammy Stanzione achieving the Certified Municipal Clerk Designation.

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**

6. **Consent Agenda**

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

A. **Proposed Resolution No. R22-162** - Authorize the City Manager and Police Chief to sign all documents associated with the grant agreement to accept the Florida Department of Transportation (FDOT) Speed and Aggressive Driving grant subject to the approval of the City Attorney.

B. **Proposed Resolution No. R22-163**- Authorize the City Manager and Police Chief to sign all documents associated with the grant agreement to accept the Florida Department of Transportation (FDOT) Occupant Protection Grant subject to the approval of the City Attorney.

C. **Proposed Resolution No. R22-164** - Approve and authorize the Mayor to sign a traffic enforcement agreement with Boynton Village Community Development District.

D. The Police Department is seeking approval to re-allocate the gun buy back gift cards to the Shop with a Cop Program.

E. **Proposed Resolution No. R22-165** - Approve and authorize the Mayor to sign a land use agreement between the City of Boynton Beach and BB1 Development LLC for the 51st Annual

Holiday Parade on Saturday, December 3, 2022.

F. **Proposed Resolution No. R22-166** - Approve and authorize the Mayor to sign the Second Amendment to the Homeless Resource Center Interlocal Agreement with Palm Beach County.

G. **Proposed Resolution No. R22-167** - Approve and authorize the Mayor to sign a Purchase and Sale agreement between the City of Boynton Beach and Nicholas Malinosky for a vacant parcel located at SE 21st Avenue.

H. Approve the Vehicles/Equipment submitted by Public Works/Fleet Maintenance for disposal possibly using various means such as JJ Kane on-line auction and GovDeals.com.

I. **Proposed Resolution No. R22-171**- Amend the FY2021-22 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for various Departments or Fund Operating and Capital Budgets.

J. Legal Expenses - September 2022 - Information at the request of the City Commission. No action required.

K. Approve minutes from the November 1, 2022 City Commission Meeting.

7. Consent Bids And Purchases Over $100,000

A. **Proposed Resolution No. R22-168** - Approve and authorize the City Manager to sign the Master Services and Purchasing Agreement and Addendum for the sole source purchase of equipment and services for Axon Enterprises, Inc in the amount of $2,975,499.49 over a 60-month contract term.

B. **Proposed Resolution No. R22-169**- Approve and authorize the Mayor to sign the Subrecipient Grant Agreement No. H0861 with the Florida Division of Emergency Management Agency (FDEM) Hazard Mitigation Grant Program (HMGP) in the amount of $246,832.50 for the City's Watershed Management Plan.

C. Approve sole source purchase of a new Lime Slaker System for $187,750 from Integrity Municipal Systems, Inc.to replace Lime Slaker # 3 at the East Water Treatment Plant.

D. Approve Task Order No. UT-A-03 with Carollo Engineers in the sum of $377,326.00 for Structural, Filtration and Disinfection Improvements at the East Water Treatment Plant.

E. Approve Amendment No. 1 to Purchase Order No. 210605 with Carollo Engineers in the amount of $137,022.60 for professional engineering services required for the Rehabilitation of the Oceanfront Park Wastewater Treatment Plant (Beach Plant).

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. 22-018 - Second Reading** - Approve modifications (CDRV 22-005) amending the Part III LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Use Definitions, Chapter 3. Zoning, and Chapter 4, Article III. Exterior Building and Site Standards (CDRV 22-005), to include requirements for commercial frontage. First reading took place on October 18, 2022.

B. **Proposed Ordinance No. 22-022 - Second Reading** - Approve modifications (CDRV 22-006) to Part III. LAND DEVELOPMENT REGULATIONS amending Chapter 2 Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning Interpretations and; Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned

telecommunication towers used for essential services and; Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments; Article IV. Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways; Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses. First reading took place on October 18, 2022.

9. City Manager's Report - None

10. Unfinished Business

A. Discussion on changing Sister Cities, requested by Commissioner Turkin.

11. New Business - None

12. Legal

A. **Proposed Ordinance No. 22-025 - First Reading** - Approve an amendment to the Boynton Beach Administrative Building Code by creating Section 110.11.1 - 110.11.16 of the 7th Edition (2020) of the Florida Building Code to create, implement and enforce a Building Milestone Inspection program.

B. **Proposed Resolution No. R22-170** - Authorize the Mayor to sign a First Amendment to the Interlocal Agreement with Boynton Beach Community Redevelopment Agency to provide an additional $500,000 in funding for the construction of the Boynton Beach Boulevard Complete Streets Project. With the Amendment, the CRA will now fund up to $1.5 Million. The Adopted FY 2022/2023 budget for the 302 Fund will be amended from $4,921,527 to $5,315,527.

13. Future Agenda Items

A. Report by Poonam Kalkat, Director of Utilities and Mario Guzman, Director of Public Works on the status of infrastructure within the City. - **December 6th, 2022**

B. Continued discussion regarding a potential park in Leisureville and creating a Restrictive Covenant on this parcel, requested by Vice Mayor Cruz. - **January 2023.**

C. Legal options for preserving the future park site in the Meadows subdivision as green space, requested by Commissioner Kelley. - **TBD**

D. Discussion regarding the potential research into a coral reef at oceanfront park to attract tourism and help repair damage caused by humans to the environment, requested by Commissioner Turkin**- TBD**

E. **Proposed Ordinance No. 22-024 - First Reading** - Approve modifications to reduce building heights in MU-C and MU-4 Zoning Districts (CDRV 22-004) amending Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations. **(Tabled from October 18, 2022 Meeting - TBD)**

F. Discussion regarding American Rescue Plan Funds, requested by Mayor Penserga **-TBD**

G. Discussion regarding $50,000 in American Rescue Plan Funds to go to the Wounded Veterans Fund, requested by Commissioner Turkin **-TBD**

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: 11/14/2022

Requested Action by Commission: City Manager Daniel Dugger will announce the reinstitution of the Police Athletic League (PAL) program.

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proclamation recognizing December 1, 2022 as World AIDS Day. Keturah Joseph, Faith Based CDC, will accept the Proclamation.

Explanation of Request:
The global spread of HIV infection and AIDS necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV. The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as "World AIDS Day", and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths.

Residents of the City of Boynton Beach are urged to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.

How will this affect city programs or services? This will not affect any City programs or services.

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

Alternatives: Do not recognize December 1, 2022 as World AIDS Day.

Strategic Plan: Public Health and Safety

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Proclamation	Proclamation - World AIDS Day

City of Boynton Beach

Proclamation

WHEREAS, the COVID-19 pandemic has changed our world immeasurably and COVID-19 lockdowns and other restrictions disrupted HIV testing, and in many countries, led to steep drops in diagnoses and referrals to HIV treatment. World-wide, an estimated 37.7 million people are living with HIV, and an estimated 1.5 million new infections occurred in 2020, which is an estimated 4,100 new infections every day; and

WHEREAS, world-wide, 16% of people infected don't know their status and only 73% of persons with HIV (PWH) are currently accessing life-saving antiretroviral therapy (ART). The global spread of HIV infection and AIDS necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV; and

WHEREAS, the Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as "World AIDS Day", and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths; and

WHEREAS, in Palm Beach County, more than 8,200 persons are living with HIV and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Palm Beach County on World AIDS Day.

NOW THEREFORE, I, Ty Penserga, Mayor of the City of Boynton Beach, Florida, do hereby proclaim December 1, 2022, as:

World AIDS Day

and urge all residents of the city of Boynton Beach to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 14th day of November, Two Thousand Twenty-Two.

_____

Ty Penserga, Mayor

ATTEST:

_____

Maylee De Jesús, MMC, City Clerk

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Recognize Deputy City Clerk Tammy Stanzione achieving the Certified Municipal Clerk Designation.

Explanation of Request: Deputy City Clerk Tammy Stanzione earned the CMC Designation and as tradition serves, a member of the Clerk's Association will present her with her plaque and pin to recognize the achievement.

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission:
Proposed Resolution No. R22-162 - Authorize the City Manager and Police Chief to sign all documents associated with the grant agreement to accept the Florida Department of Transportation (FDOT) Speed and Aggressive Driving grant subject to the approval of the City Attorney.

Explanation of Request:
The Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $40,000 in sub-grant funding for the 2022-2023 funding cycle under the speed & aggressive driving priority area. The funding is allocated for traffic enforcement overtime and speed measurement equipment. Approval of this award will allow the Boynton Beach Police Department (BBPD) to conduct enforcement operations in high frequency crash fatality locations. The BBPD was awarded this grant in previous years.

2021/2022 - $50,000.00
2020/2021 - $30,000.00
2019/2020 - $50,000.00

How will this affect city programs or services?
This funding will allow for further enforcement and education to reduce traffic crashes, fatalities and injuries related to speed and aggressive driving. BBPD will review crash data to determine high frequency locations and conduct enforcement operations. The BBPD will also conduct education initiatives to raise awareness in regard to traffic safety, speed and aggressive driving. Traffic crash data will be reviewed and a special emphasis will be made to raise traffic safety awareness by targeting an area to solicit traffic safety information and guidance.

Fiscal Impact: No fiscal impact, grant funded.

Alternatives:
The Police Department would need to rely on the general fund operating budget to support these enhanced public safety activities.

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant? Yes

Grant Amount: $40,000.00

Attachments:

	Type	Description
🗋	Resolution	Resolution accepting FDOT Grant and approving Agreement for Speed and Aggressive Driving

RESOLUTION NO. R22-162

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND POLICE CHIEF TO SIGN ALL DOCUMENTS, INCLUDING GRANT AGREEMENT ASSOCIATED WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT IN THE AMOUNT OF $40,000.00 FOR THE BOYNTON BEACH SPEED AND AGGRESSIVE DRIVING PRIORITY AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $40,000.00 in sub-grant funding for the 2022-23 funding cycle under the speed and aggressive driving priority area; and

WHEREAS, the funding is allocated for traffic enforcement overtime and speed measurement equipment; and

WHEREAS, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to authorize the City Manager and Police Chief to sign all documents including the Grant Agreement, in a form acceptable and approved by the City Attorney, associated with the Florida Department of Transportation (FDOT) grant in the amount of $40,000.00 for the Boynton Beach speed and aggressive driving priority area.

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

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

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

authorize the City Manager and Police Chief to sign all documents associated with acceptance and Grant Agreement, in a form acceptable and approved by the City Attorney, for the Florida Department of Transportation (FDOT) grant in the amount of $40,000.00 for the Boynton Beach Speed and Aggressive Driving program, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission:
Proposed Resolution No. R22-163- Authorize the City Manager and Police Chief to sign all documents associated with the grant agreement to accept the Florida Department of Transportation (FDOT) Occupant Protection Grant subject to the approval of the City Attorney.

Explanation of Request:
The Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $45,000 in subgrant funding for the 2022-2023 funding cycle under the occupant protection and child passenger safety focus area. The funding is allocated for the payment of Officer overtime to conduct enforcement operations in high frequency traffic crash and fatality locations. Enforcement of Florida's safety belt and child restraint laws will be accompanied with an educational opportunity to provide occupant protection information to the public. Funding will also be used to purchase a message board to assist in delivering information to the public. The Boynton Beach Police Department was awarded this grant in previous years.

2021/2022 - $35,000.00

2019/2020 - $10,000.00

How will this affect city programs or services?
Preventative seat belt enforcement and education campaigns assist in reducing occupant protection related traffic crash injuries and fatalities. The Boynton Beach Police Department will review crash data to determine high frequency locations and conduct enforcement operations to raise awareness on the importance of adhering to occupant protection and child passenger safety laws.

Fiscal Impact: No fiscal impact, grant funded.

Alternatives:
The Police Department would need to rely on the general fund operating budget to support these enhanced public safety activities.

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant? Yes

Grant Amount: $45,000.00

Attachments:

	Type	Description
🗋	Resolution	Resolution accepting FDOT Grant and approving Agreement for the Occupant Protection Grant

RESOLUTION NO. R22-163

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND POLICE CHIEF TO SIGN ALL DOCUMENTS, INCLUDING GRANT AGREEMENT ASSOCIATED WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT IN THE AMOUNT OF $45,000.00 FOR THE OCCUPANT PROTECTION GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $45,000.00 in sub-grant funding for the 2022-23 funding cycle under the occupant protection and child passenger safety focus area; and

WHEREAS, the funding is allocated for the payment of Officer overtime to conduct enforcement operations in high frequency traffic crash and fatality locations; and

WHEREAS, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to authorize the City Manager and Police Chief to sign all documents including the Grant Agreement, in a form acceptable and approved by the City Attorney, associated with the Florida Department of Transportation (FDOT) grant in the amount of $45,000.00 for the Occupant Protection Grant.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize the City Manager and Police Chief to sign all documents associated with acceptance

and Grant Agreement, in a form acceptable and approved by the City Attorney, for the Florida Department of Transportation (FDOT) grant in the amount of $45,000.00 for the Occupant Protection Grant, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Resolution No. R22-164 - Approve and authorize the Mayor to sign a traffic enforcement agreement with Boynton Village Community Development District.

Explanation of Request:
The Boynton Village Community Development District (CDD) requested the agreement due to excessive speeding in the development. The Boynton Village CDD changed the speed limit and posted proper DOT signs to be compliant.

How will this affect city programs or services? BBPD would be able to educate the residents of Boynton Village CDD so that they will all be safe in their community. It will not impact any services.

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

Alternatives:
Do not sign agreement.

Strategic Plan: Public Health and Safety

Strategic Plan Application: Increase traffic safety within the City of Boynton Beach.

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Wrathell, Hunt and Associates, LLC

Start Date:

End Date:

Contract Value:

Minority Owned Contractor?: No

Extension Available?: No

Extension Explanation:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving Traffic Enforcement Agreement with Boynton Village CDD
🗋	Agreement	Traffic Enforcement Agreement

RESOLUTION NO. R22-164

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN AGREEMENT FOR TRAFFIC ENFORCEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA AND THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Boynton Village Community Development District, (hereinafter referred to as "Boynton Village") owns or controls certain private roads lying and being in the City of Boynton Beach, Florida; and

WHEREAS, Boynton Village does not have the power to enact or enforce traffic laws within the Boynton Village, nor can it hire others with police power to do so; and

WHEREAS, pursuant to Chapter 316.006(1)(b), Florida Statutes, the Boynton Village hereby grants to the City of Boynton Beach, municipal traffic control jurisdiction over all those certain private roads in said Boynton Village.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize and direct the Mayor to sign the Agreement for Traffic Enforcement between the City of Boynton Beach, Florida and Boynton Village Community Development District, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is entered into, this ___ day of _____, 2022, by and between:

CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, with a business address of 100 East Ocean Avenue, Florida 33435, hereinafter referred to "CITY,"

and

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local special District with a business address of 2300 Glades Rd, Suite 410W, ~~Boynton Beach~~ Boca Raton, FL ~~33435~~ 33431, hereinafter called "SPECIAL DISTRICT."

WHEREAS, CITY recognizes that it has full power and jurisdiction to patrol certain property to enforce all of the laws of the nation, state, county and city, duly enacted, excluding those of traffic control and enforcement; and

WHEREAS, SPECIAL DISTRICT specifically recognizes the above; and

WHEREAS, SPECIAL DISTRICT wishes to grant CITY the authority to exercise jurisdiction for traffic regulation purposes over any road or roads of the SPECIAL DISTRICT, pursuant to §316.006(2)(b) Florida Statutes;

W I T N E S S E T H :

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable considerations, the parties hereto covenant and agree, each with the other as follows:

1.0 **Ratification.** The foregoing preamble is hereby ratified and confirmed as true and correct and incorporated herein.

2.0 **Recognition of Jurisdiction.** The SPECIAL DISTRICT hereby recognizes the jurisdiction of CITY over any road or roads within the property indicated on the map attached hereto as **Exhibit "A**," for traffic control purposes.

3.0 The SPECIAL DISTRICT shall provide CITY with a Resolution or minutes of the SPECIAL DISTRICT attached as **Exhibit "B"**, evidencing the SPECIAL DISTRICT's desire for CITY's

services hereunder and authorizing the SPECIAL DISTRICT, via its Chair, to enter into this Agreement.

4.0 **Exercise of Jurisdiction.** The CITY hereby agrees to exercise jurisdiction for traffic control purposes over any road or roads within the property within the SPECIAL DISTRICT listed on attached **Exhibit "A."**

4.1.The City of Boynton Beach Police Department agrees to provide a minimum base level of traffic enforcement service on all those certain roads in the SPECIAL DISTRICT identified in **Exhibit "A."**

4.2.The level of service provided by the CITY shall be determined solely by the Boynton Beach Chief of Police and shall be based upon the availability of police personnel.

4.3.The Police Department shall choose the hours and days of operation, but these choices shall be based upon information from SPECIAL DISTRICT and the observations of the Boynton Beach Police Department and Public Works Department.

4.4.4.4. Section 316.006, Florida Statutes, provides CITY the right to charge SPECIAL DISTRICT for the actual costs incurred by CITY in providing the services set forth in this Agreement. Notwithstanding that right, CITY has agreed not to charge SPECIAL DISTRICT for the services CITY is performing pursuant to this Agreement during the term of this Agreement; provided, that CITY may require payment of such costs in any future Agreements, extensions to the current Agreement, or modifications of the current Agreement made by the parties pursuant to section 12.0 herein

5.0 **Signs and Markings.** In order to permit CITY to perform pursuant to the terms of this Agreement, and to ensure appropriate jurisdictional and enforcement authority:

5.1.All traffic control devices on and along the roads within the SPECIAL DISTRICT's property identified in **Exhibit "A"** must conform to the requirements contained in the United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways (the "MUTCD") and CITY Engineering Standards (the "STANDARDS"). SPECIAL DISTRICT may modify the signs within the SPECIAL DISTRICT'S property as allowed by Florida Statutes, provided all modifications are installed consistent with the MUTCD and the STANDARDS. The determination as to whether signs or other traffic control devices meet the installation requirements and/or conform to the MUTCD and the STANDARDS, shall be made solely by CITY. The CITY may conduct in its sole discretion any necessary traffic engineering studies to determine appropriate regulatory traffic control within the SPECIAL DISTRICT.

5.2.In the event SPECIAL DISTRICT has installed traffic calming devices that do not conform with the STANDARDS and the MUTCD, on or along the roads within the SPECIAL DISTRICT identified in **Exhibit "A,"** such as speed humps and/or speed bumps, SPECIAL DISTRICT shall, at its sole expense, cause such devices to be removed within thirty (30) days of execution of

this Agreement if requested by the CITY. Further, SPECIAL DISTRICT shall not install any traffic calming devices on or along its roads during the term of this Agreement without the express written consent of the CITY.

5.3.SPECIAL DISTRICT shall purchase and install all signs, signage, posts, pavement markings, and other necessary traffic control, as prescribed by the CITY, as necessary for traffic control purposes. Should CITY determine that traffic-calming measures are appropriate, SPECIAL DISTRICT shall incur all costs of designing and installing such measures. SPECIAL DISTRICT shall be responsible for maintenance of any traffic control devices and traffic calming measures necessary or desirable for the enforcement of traffic laws.

6.0 **Insurance and Indemnification.**

6.1.SPECIAL DISTRICT undertakes and agrees to indemnify and hold harmless CITY from any and against any and all liability or damages CITY may suffer as a result of claims, demands, costs of judgments against it arising from the negligent acts, omissions or errors, conduct, misconduct of SPECIAL DISTRICT arising from CITY's enforcement of traffic regulations with SPECIAL DISTRICT. It is specifically understood and agreed that the indemnification provisions of this Agreement do not cover or indemnify CITY for the negligence of CITY.

6.2.The SPECIAL DISTRICT agrees to maintain insurance under its general liability policy for all actions arising out of or in any way connected to this Agreement under minimum policy limits of $1,000,000 per occurrence, General aggregate, Products completed/operations aggregate and Personal & advertising injury. The SPECIAL DISTRICT agrees to name "City of Boynton Beach, 100 E. Ocean Avenue, P.O. Box 310, Boynton Beach, FL 33435" as an Additional Insured and provide proof of insurance upon execution of this Agreement to the City's Risk Management Department.

6.3.It is understood for purposes of this Agreement that both the SPECIAL DISTRICT and CITY are governmental entities entitled to the protections, immunities, and limitations afforded pursuant to Section 768.28, F.S.

7.0 **Gated Entrances.** In the event access to any portion of the SPECIAL DISTRICT's roads is through a gate, SPECIAL DISTRICT shall take steps to ensure access by means other than gate codes, such as siren activated gates, Knox Box, or by bar-coding of vehicles, so as to permit uninhibited access by authorized police vehicles and prevent any delay in access to SPECIAL DISTRICT property. SPECIAL DISTRICT shall provide gate access codes to the CITY for purposes of conducting traffic engineering analyses.

8.0 **Term.** The term of this Agreement shall be five (5) years, effective on the date of execution, provided that either party may terminate this Agreement without penalty upon sixty (60) days notice by notifying the opposite party in writing of its intention to do same unless the CITY is notified of the SPECIAL DISTRICT'S failure to comply with requirements of Section 5.0 of this Agreement. In the event SPECIAL DISTRICT is not in compliance with the requirements in

Section 5.0, CITY shall cease enforcement until SPECIAL DISTRICT comes into compliance as directed. If SPECIAL DISTRICT fails to comply with CITY's direction as to Section 5.0 compliance within sixty (60) days of such notice, this Agreement shall be deemed terminated without any further action by CITY.

9.0 **General Law Enforcement Jurisdiction.** SPECIAL DISTRICT recognizes the authority of CITY to patrol on the SPECIAL DISTRICT's property, to enforce all laws of the nation, state, county and city other than for traffic control purposes, and same is done by Boynton Beach Police Department and other appropriate law enforcement agencies pursuant to law, and not through this or any other Agreement.

10.0 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

To CITY:
City Manager
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6010
Facsimile No. (561) 742-6011

with a copy to:
Chief of Police
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, Florida 33435
Telephone No. (561) 742-6100
Facsimile No. (561) 742-6185

To SPECIAL DISTRICT:
Daniel Rom
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561.571.0010
Toll Free: 877.276.0889
Fax: 561.571.0013

Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice

to the other party delivered in the manner set forth above.

11.0 **Severability**. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.0 **Modification of Agreement.** This Agreement may be modified upon mutual consent of the parties only in writing, and executed with the same dignity herewith.

13.0 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

14.0 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.0 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, with venue lying in Palm Beach County, Florida.

16.0 **Additional Terms upon Modification or New Agreement**. Nothing herein shall preclude the parties from modifying this Agreement during the term of such, or, upon completion of the term, entering into another Agreement, to provide for additional or revised terms.

IN WITNESS WHEREOF, CITY and SPECIAL DISTRICT have executed this Agreement by their duly authorized officers, this _____ day of _____, 2022.

CITY OF BOYNTON BEACH

BY:_____
TY PENSERGA, MAYOR

ATTEST:

BY:_____
MAYLEE DE JESUS, MMC, CITY CLERK

APPROVED AS TO FORM:

BY:_____
OFFICE OF THE CITY ATTORNEY

BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT

BY: _____
Tierra Smith, Chair

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☑ physical presence or ☐ online notarization, on this 27 day of September, 2022 appeared Tierra Smith, as **Chair** of Boynton Village Community Development District, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Tierra Smith, as **Chair** of Boynton Village Community Development District, and who is ~~personally known to me~~ or has produced _____ as identification.

Daniel Rom
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG973655
Expires 3/26/2024

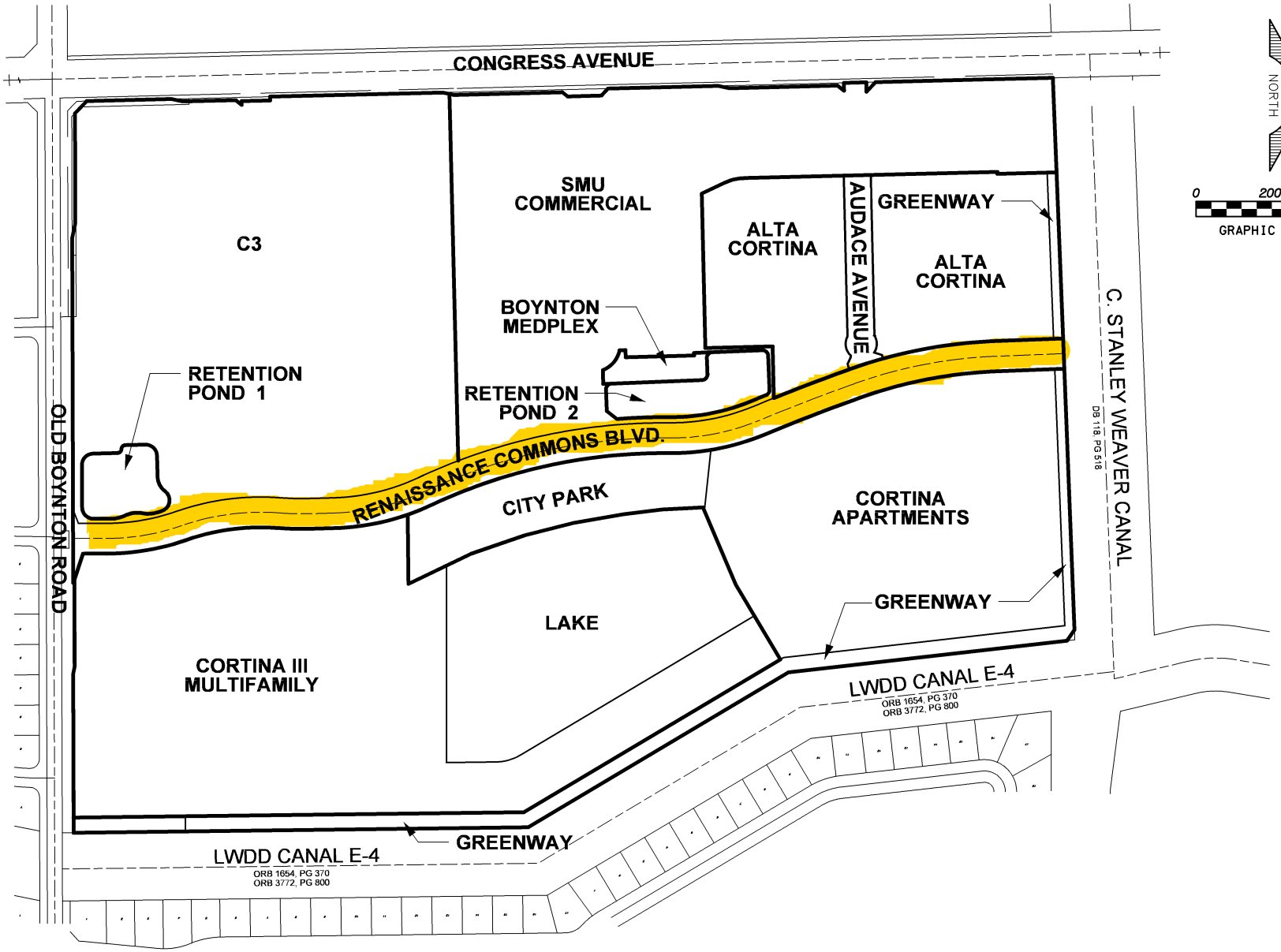
_____
NOTARY PUBLIC
Daniel Rom
Print or Type Name

My Commission Expires: 3/26/2024

{00534887.1 306-9001821 }

EXHIBIT "A"

DIAGRAM AND DESCRIPTION OF SPECIAL DISTRICT PROPERTY CONTAINING THE SUBJECT ROADS



SCHNARS
ENGINEERING CORPORATION
947 Clint Moore Road
Boca Raton, Florida 33487
Certificate of Authorization #6640
Tel: (561) 241-6455
Fax: (561) 241-5182

PROJECT:
BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT (BVCDD)

TASK:
EXHIBIT B
TRACT MAP

JOB NO. 04173
DRAWN FM
DESIGNED JTS
CHECKED JWM
Q.C. JTS
SHEET 1 OF 1

EXHIBIT "B"

SPECIAL DISTRICT'S AUTHORIZATION TO ENTER INTO THIS AGREEMENT

MINUTES OF MEETING
BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Boynton Village Community Development District held Multiple Public Hearings and a Regular Meeting on September 14, 2022, at 2:00 p.m., at Sea Lofts at Boynton Village, 600 Sea Lofts Dr., Boynton Beach, Florida 33426.

Present were:

Tierra Smith	Chair
Tanja Stojanovic	Assistant Secretary
Edward Turner, Jr.	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Ginger Wald	District Counsel
Jeff Schnars (via telephone)	District Engineer

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Rom called the meeting to order at 2:05 p.m. Supervisors Smith, Stojanovic and Turner were present in person. Supervisor Wallace was not present. One seat was vacant.

SECOND ORDER OF BUSINESS **Public Comments**

There were no public comments

- **Staff Reports - District Engineer: *Schnars Engineering Corporation***

This item, previously Item 13B, was presented out of order.

- **Engineer's Certificate for Trust Indenture**

Mr. Schnars presented the Engineer's Certificate for Trust Indenture and discussed the Facilities Inspection findings, including the retention ponds, drainage structures, roadways, sidewalk trip hazards, GWI bridge inspection and tree trimming on the Greenway. Mr. Rom stated several of the items are within the Maintenance Agreement of the Boynton Town Center Master Association and Staff updated the report and emailed a copy to the Property Manager for the Masters Association.

On MOTION by Ms. Smith and seconded by Mr. Turner, with all in favor, the Engineer's Certificate for Trust Indenture Report, dated September 8, 2022, was accepted.

- **Ratification of Stormwater Management Needs Analysis Report**

This item, previously the Tenth Order of Business, was presented out of order.

Mr. Schnars presented the Stormwater Management Needs Analysis Report, which projects the CDD's needs for the next 20 years. The Report was submitted to the County by the due date and acknowledgment that it was accepted was received.

On MOTION by Ms. Smith and seconded by Mr. Turner, with all in favor, the Stormwater Management Needs Analysis Report, was ratified.

Mr. Schnars left the call.

THIRD ORDER OF BUSINESS **Public Hearing on Adoption of Fiscal Year 2022/2023 Budget**

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2022-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Rom presented the proposed Fiscal Year 2023 budget and noted a slight increase in the "Property maintenance (porter services)" line item, on Page 5.

On MOTION by Ms. Smith and seconded by Mr. Turner, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Ms. Smith and seconded by Mr. Turner, with all in favor, the Public Hearing was closed.

Mr. Rom presented Resolution 2022-08 and read the title.

On MOTION by Ms. Stojanovic and seconded by Ms. Smith, with all in favor, Resolution 2022-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS **Public Hearing to Hear Comments and Objections on the Imposition of Special Assessments for Operations and Maintenance for Fiscal Year 2022/2023, Pursuant to Florida Law**

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2022-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Public Hearing was closed.

Mr. Rom presented Resolution 2022-09 and read the title.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, Resolution 2022-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS **Presentation of Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2021, Prepared by Keefe McCullough**

Mr. Rom presented the Audited Financial Report for the Fiscal Year Ended September 30, 2021 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2022-10, Hereby Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2021**

Mr. Rom presented Resolution 2022-10.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, Resolution 2022-10, Hereby Accepting the Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2021, was adopted.

SEVENTH ORDER OF BUSINESS **Consideration of Shenandoah General Construction Company Proposal #P26675 for Renaissance Commons Blvd. Bridge Repairs**

Mr. Rom presented the Shenandoah General Construction Company Proposal #P26675 for $87,750, which includes the Maintenance of Traffic (MOT) associated costs.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Shenandoah General Construction Company Proposal #P26675 for Renaissance Commons Blvd. Bridge Repairs, in the amount of $87,750, was approved.

EIGHTH ORDER OF BUSINESS **Consideration of Inter Kleen, Inc., Second Amendment to Porter Services Agreement**

Mr. Rom presented the Inter Kleen, Inc., Second Amendment to Porter Services Agreement.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Inter Kleen, Inc., Second Amendment to Porter Services Agreement, was approved.

NINTH ORDER OF BUSINESS **Ratification of Osprey Landscape Contracting & Maintenance, Proposal to Install 4 Decoders and Redo Wiring for Downed Zones**

Mr. Rom presented the Osprey Landscape Contracting & Maintenance Proposal to install four decoders and redo wiring for downed zones, which was completed on June 7, 2022.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Osprey Landscape Contracting & Maintenance, Proposal to Install 4 Decoders and Redo Wiring for Downed Zones, was ratified.

TENTH ORDER OF BUSINESS **Ratification of Stormwater Management Needs Analysis Report**

This item was presented following the Second Order of Business.

ELEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of July 31, 2022**

Mr. Rom presented the Unaudited Financial Statements as of July 31, 2022.

On MOTION by Ms. Stojanovic and seconded by Mr. Turner, with all in favor, the Unaudited Financial Statements as of July 31, 2022, were accepted.

TWELFTH ORDER OF BUSINESS **Approval of June 8, 2022 Regular Meeting Minutes**

Mr. Rom presented the June 8, 2022 Regular Meeting Minutes.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the June 8, 2022 Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*

Ms. Wald reported the following:

- The 2022 Legislative session ended in June and a few new laws affect CDDs.
- Regarding cybersecurity and cybersecurity crime, records involving computers are now protected by public records.
- Regarding audits, Auditors must add two new items to the audits.
- Regarding advertising requirements, Counties can provide a centralized website for ads but the Counties would need to set up the websites and that has yet to occur.

B. District Engineer: *Schnars Engineering Corporation*

- **Engineer's Certificate for Trust Indenture**

This item was presented following the Second Order of Business.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

I. Update: Greenway Tree Trimming

Mr. Rom stated that Osprey Landscaping completed the Greenway tree trimming.

II. Update: Completed Crossing Signage and Striping to Renaissance Commons Blvd.

Mr. Rom stated the Boynton Town Center Master Association updated the street striping for the pedestrian crossing and the signage that accompany it. The next step is for the CDD to enter into a Traffic Enforcement Agreement with the City. The Board should direct the Chair or Vice Chair to coordinate with CDD Staff to review, finalize and execute the Agreement with the City. Asked if the Agreement can be executed by the District Manager, if the Chair or Vice Chair are unavailable, Ms. Wald stated that Board approval is needed to authorize CDD Staff to enter into the Agreement with the City.

On MOTION by Ms. Stojanovic and seconded by Ms. Smith, with all in favor, authorizing the District Manager to execute a Traffic Enforcement Agreement with the City of Boynton Beach, upon review by District Counsel, was approved.

III. NEXT MEETING DATE: October 12, 2022 at 2:00 P.M.

- **QUORUM CHECK**

The next meeting would be held on October 12, 2022, unless cancelled.

FOURTEENTH ORDER OF BUSINESS **Public Comments**

There were no public comments.

FIFTEENTH ORDER OF BUSINESS **Supervisors' Requests**

There were no Supervisors' requests.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the meeting adjourned at 2:37 p.m.

247
248
249
250
251 _____ _____
252 Secretary/Assistant Secretary Chair/Vice Chair

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michelle Thomas	
Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: mthomas@egisadvisors.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Florida Insurance Alliance	11111
INSURED Boynton Village Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton FL 33431	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master Liability 21-22 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		100121080	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							Employee BenefitsPer	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			100121080	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Public Officials Liability & EPLI			100121080	10/01/2021	10/01/2022	Policy Limit	1,000,000
							Aggregate	2,000,000

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

Re: Traffic Agreement
Certificate Holder is included as an Additional Insured - Owners, Lessees or Contractors for General Liability with respect to Boynton Village CDD as required by written contract. A minimum 30 days notice will be provided to the Certificate Holder for coverage cancellation. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Ocean Avenue
P.O. Box 310
Boynton Beach FL 33435

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

Brent Hemmel

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City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: The Police Department is seeking approval to re-allocate the gun buy back gift cards to the Shop with a Cop Program.

Explanation of Request: BBPD will not be hosting another gun buy back and would like to re-allocate the leftover gift cards to use them for the annual shop with a cop. Currently, there are 54 Walmart gift cards and 51 Target gift cards remaining, valued at $100 each.

How will this affect city programs or services? Gift cards will be utilized for the Shop with a Cop event, helping children in our community shop for the holidays.

Fiscal Impact: There is no fiscal impact to the budget for this item. Funding was initially utilized from the LETF Donations account # 691-5000-590.04-25.

Alternatives: Not re-allocate intended usage for this and allow gift cards to remain unused.

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Resolution No. R22-165 - Approve and authorize the Mayor to sign a land use agreement between the City of Boynton Beach and BB1 Development LLC for the 51st Annual Holiday Parade on Saturday, December 3, 2022.

Explanation of Request: As in previous years, the City is requesting use of the parking lots on the property of BB1 Development LLC (222 N. Federal Highway) during the 51st Annual Holiday Parade.

How will this affect city programs or services? This lot will provide an additional parking option to accommodate parade spectators.

Fiscal Impact: There is no cost related to the temporary use of the BB1 Development LLC property on Saturday, December 3, 2022.

Alternatives: Not approve the land use agreement between the City of Boynton Beach and BB1 Development LLC for property (parking) use on Saturday, December 3, 2022 for the City's 51st Annual Holiday Parade.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Resolution	Resolution approving Land Use Agreement with BB1 Development LLC for Holiday Parade
Agreement	Use of Property Agreement - BB1 Development LLC

RESOLUTION NO. R22-165

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LAND USE AGREEMENT WITH BB1 DEVELOPMENT LLC, FOR THE 51st ANNUAL HOLIDAY PARADE TO BE HELD SATURDAY, DECEMBER 3, 2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City plans to use the BB1 Development LLC, property as a public parking option during the 51st Annual Holiday Parade on December 3, 2022; and

WHEREAS, parking is limited and this site will provide an alternative for public parking during the event; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign a Land Use Agreement between the City of Boynton Beach and BB1 Development LLC, for the 51st Annual Holiday Parade to be held December 3, 2022.

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

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

Section 2. The City Commission hereby approves and authorizes the Mayor to sign a Land Use Agreement between the City of Boynton Beach and BB1 Development LLC, for the 51st Annual Holiday Parade to be held December 3, 2022. A copy of the Agreement is attached hereto as Exhibit "A."

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT FOR USE OF PROPERTY ("Agreement") is made this ___ day of _____ , 2022, by and between the City of Boynton Beach ("City") and **BB1 Development LLC**, its officers, employees, successors and assigns ("Owner").

WITNESSETH:

WHEREAS, Owner warrants that it owns that certain property located at **114 N. Federal Highway, Boynton Beach, FL 33435** (Parcel Number: 08-43-45-27-01-000-0410) and **222 N. Federal Highway, Boynton Beach, FL 33435** (Parcel Number: 08-43-45-27-02-000-0010) , (the "Property"); and

WHEREAS, the City desires to use the parking lots located on the Property for parking for an event taking place on Saturday, December 3, 2022 (the "Event");

WHEREAS, Owner desires to permit the City to use the Property for the Event;

NOW, THEREFORE, for the mutual covenant and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. Foregoing Whereas clauses are incorporated as if fully set forth herein.

2. Owner agrees to allow the City to enter onto the Property for any and all uses related to the Event on the dates and times specified in the attached **Exhibit A**.

3. Owner agrees that the City shall be allowed to use the Property pursuant to this Agreement free of charge.

4. The City represents and acknowledges that:

   a. Its activities and all participants are properly covered by appropriate insurance;

   b. The City shall be responsible for any injuries to its employees, agents, and contractors, occurring on the Property for the Event and any other dates/times as set forth in Exhibit A;

   c. The City shall be responsible for any damage to the Property caused by the City's use of the Property for the Event.

   d. The City shall also be responsible for its own negligence.

   e. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless

the Owner from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's own negligence or City's own activities on the Property specific in Exhibit A. Nothing in this paragraph is considered a waiver of sovereign immunity by the City.

5. Owner hereby acknowledges and agrees that Owner shall receive no compensation from the City in return for permitting the City to use the Property as provided for in this Agreement.

6. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into this Agreement. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing, executed by the parties to be bound thereby.

7. This Agreement shall expire on Monday, December 5, 2022 at 6:00pm.

8. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.

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

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH has caused these presents to be executed in its name by its Mayor and attested and its official seal to be hereunto affixed and Owner have hereunto set its hand and seal the day and year first above written.

ATTEST:

CITY OF BOYNTON BEACH

By: _____

_____

Print Name: TY PENSERGA

City Clerk

Title: MAYOR

(SEAL)

Approved as to form:

_____

City Attorney

ATTEST:

BB1 DEVELOPMENT LLC

By:_____

_____

Print Name: _____

Title:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 2022, by _____ as _____ for BB1 Development LLC.

(_____)

(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

Exhibit "A"

1. Owner agrees to allow the City and attendees of the Event to enter onto the Property for uses related to the Event at any time on Saturday, December 3, 2022.

2. In addition to the date listed above, the City may access the Property to perform site preparation (such as light tower placement) before the Event. This access may occur anytime between Friday, December 2, 2022 and Monday, December 5, 2022, and may occur over multiple days.

    a. The City will provide 24 hours' notice to Owner prior to entering the Property, and will only perform site preparation activities between the hours of 8:30 a.m. and 5:30 p.m.

3. The City may install removable tower lights and event parking signs on the Property for the Event.

08-43-45-27-02-000-0010: 222 N Federal Hwy

May 3, 2022

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

08-43-45-27-01-000-0410:114 N Federal Hwy

May 3, 2022

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Resolution No. R22-166 - Approve and authorize the Mayor to sign the Second Amendment to the Homeless Resource Center Interlocal Agreement with Palm Beach County.

Explanation of Request:
Extension Term - October 23, 2022 - October 22, 2027

On August 21, 2012 the Commission adopted Resolution R12-077 authorizing the execution of an Interlocal Agreement with Palm Beach County that facilitates the use of the Homeless Resource Center (HRC) located in the City of West Palm Beach for referrals of homeless individuals in need of services. The interlocal has an expiration date of October 22, 2017 and has an option to extend for three (3), five (5) year periods.

On October 17, 2017 the Commission adopted Resolution R17-099 authorizing the execution of the First Amendment to the Interlocal Agreement with Palm Beach County that facilitates the use of the Homeless Resource Center (HRC) located in the City of West Palm Beach for referrals of homeless individuals in need of services. The interlocal has an expiration date of October 22, 2022 and has an option to extend for three (3), five (5) year periods.

The County has submitted the Second Amendment which is renewing the agreement for the second of the (3), five (5) year periods.

In addition, the following sections have been modified;

Section 12: deleted in its entirety and replaced, see attached Second Amendment to Interlocal Agreement;
Section 18: deleted in its entirety and replaced, see attached Second Amendment to Interlocal Agreement;
Section 19: added this section for Assignment;
Section 20: added this section for Severability;
Section 21: added this section for Counterparts;
Section 22: added this section for Effective Date.

How will this affect city programs or services? The HRC provides Boynton Beach Police Department with a readily available point of service and resources for the homeless individuals within the City of Boynton Beach.

Fiscal Impact: There are no fiscal impacts to the budget for this item.

Alternatives: Do not approve amendment.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Attachments:

Type	Description
Resolution	Resolution approving Second Amendment to ILA with PBC for Homeless Resource Center
Amendment	Second Amendment to Interlocal Agreement with PBC for Homeless Resource Center
Interlocal Agreement	R12-077 - Interlocal Agreement with PBC for HRC
Amendment	R17-099 – First Amendment to Interlocal Agreement to HRC Interlocal

RESOLUTION NO. R22-166

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE HOMELESS RESOURCE CENTER INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 21, 2012 the City Commission approved and authorized entering into an Interlocal Agreement with Palm Beach County that facilitates the use of the Homeless Resource Center (HRC) located in the City of West Palm Beach for referrals of homeless individuals in need of services; and

WHEREAS, on October 17, 2017 the Commission approved and authorized the First Amendment to the Interlocal Agreement with Palm Beach County that facilitates the use of the Homeless Resource Center (HRC) which extended the Interlocal Agreement to October 22, 2022; and

WHEREAS, Palm Beach County has requested the City approve the Second Amendment which is renewing the agreement for the second of the (3), five (5) year periods; and

WHEREAS, the City Commission upon recommendation of staff, deems it appropriate to approve and authorize the Mayor to sign the Second Amendment to the Homeless Resource Center Interlocal Agreement with Palm Beach County.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves and authorizes the Mayor to sign the Second Amendment to the Homeless Resource Center Interlocal Agreement with Palm Beach County. A copy of the Second Amendment is attached hereto and incorporated herein as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

SECOND AMENDMENT
TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to the Interlocal Agreement dated October 23, 2012, as amended by R2018-0113 dated October 23, 2017 (the "Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and City of Boynton Beach, a municipal corporation of the State of Florida ("City").

WHEREAS, the Agreement provides the protocol by which the City refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the City have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and City agree as follows:

1. The parties agree to exercise the second of the three (3), five (5) year renewal options. The term of the Agreement is renewed retroactively beginning on October 23, 2022 and continuing through October 22, 2027.

2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 Town.

3. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 18: NON-DISCRIMINATION

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 Town 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.

4. The Agreement is hereby modified to add the following:

SECTION 19: ASSIGNMENT

Town may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 22: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

5. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Town and County.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
FDO Fiscal Officer

By: _____
Isami Ayala- Collazo, Director
Facilities Development & Operations

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
County Attorney

ATTEST:

CITY CLERK

CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida

By:_____
Maylee De Jesus, City Clerk

By: _____
Ty Penserga, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
City Attorney

R12-077

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into October 23, 2012, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the City of Boynton Beach, a municipal corporation of the State of Florida ("City").

WITNESSETH

WHEREAS, the County has established a Homeless Resource Center ("HRC") within the municipal boundaries of the City of West Palm Beach ("WPB") for the referral of the County's homeless population to a central facility supporting organizations, services and programs that will help end the cycle of homelessness; and

WHEREAS, the County has entered into an Interlocal Agreement dated January 12, 2010, with WPB (WPB City Ordinance No. 4235-09, as may be amended) in support of the HRC; and

WHEREAS, the Palm Beach County Law Enforcement Planning Council ("LEPC") and subcommittee of the Criminal Justice Commission has adopted Best Practices for law enforcement personnel's: 1) interaction with the homeless population and 2) referral of homeless individuals to the HRC and related community agencies' specialty facilities; and

WHEREAS, the foregoing operating protocols have been developed in satisfaction of the requirements set forth in the Interlocal Agreement between County and WPB, which are to: 1) uphold the safe and orderly operation of the HRC; 2) sustain compatibility between the HRC and the uses and character of land surrounding and in the vicinity of the HRC; and 3) further the purpose of the HRC to end homelessness for qualified individuals that voluntarily commit to participate in the services and programs offered by the HRC; and

WHEREAS, the aforementioned protocol is endorsed by the LEPC for countywide implementation through standard law enforcement practices and procedures that shall precede a referral to the HRC; and

WHEREAS, the County and the City have determined it to be beneficial to both parties for the City to be able to refer and transport homeless individuals to the HRC; and

WHEREAS, this Agreement authorizes the City to utilize the HRC in a manner that conforms to both the operational understanding and expectations of both the County and WPB as established by the Interlocal Agreement and the practices endorsed by the LEPC; and

WHEREAS, the County and the City have the ability to lawfully enter into this Agreement.

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

SECTION 1: PURPOSE

The purpose of this Agreement is to: 1) provide the protocol by which the City shall refer and transport homeless individuals for acceptance into the HRC and 2) provide for payment of any transport costs incurred by the City.

SECTION 2: LAW ENFORCEMENT BEST PRACTICES

2.01 The City agrees to abide by and adopt the Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless ("Best Practices") in accordance with the most current approved revision to the Best Practices, which is attached as **Exhibit A** to this Agreement. The Best Practices establish the guidelines which law enforcement agencies shall include in each agency's operating procedures and which law enforcement personnel shall follow during their interactions with homeless individuals. The Best Practices may be modified or updated from time to time as may be agreed to by the LEPC. Each update to the Best Practices shall be transmitted to the County's representatives identified in Section 11 of this Agreement who shall have responsibility for transmitting such update to the City's representatives identified in Section 11. The update shall automatically replace the former and become part of this Agreement with sixty (60) days prior notice of the implementation date.

SECTION 3: HRC REFERRAL PROCEDURES

3.01 The County may establish and issue HRC specific procedures associated with HRC referrals ("Referral Procedures"). The Referral Procedures include such documents as the Field Referral Form which is attached as **Exhibit B** to this Agreement. The Referral Procedures may be modified or updated from time to time by the County with sixty (60) days prior notice of the implementation date at which time such modifications/updates shall automatically replace the former and become a part of this Agreement. In the event that the City does not agree to operate in accordance with the Referral Procedures, then the City's sole option shall be to exercise its right to terminate this Agreement as provided herein.

3.02 The City agrees to conduct training for all sworn personnel, and those non-sworn personnel which may have interaction with the homeless. The training curriculums (new and refresher) shall be provided to the City by the County (as prepared by the Palm Beach County Sheriff's Office). The City agrees to conduct training for all officers (and eligible non-sworn personnel) as part of new employee field training and as part of the next round of in-service training. Subsequent refresher training shall be conducted no less frequently than annually as part of in-service training.

SECTION 4: TRANSPORTATION COSTS

4.01 The City, on an individual referral basis, has the option of either: 1) transporting a homeless person and all of their belongings that are not secured, to the HRC by City personnel in a City-owned vehicle, or 2) requesting that the County arranges for transport via the County's contracted transport provider. In the event that the City chooses to utilize the County's contracted transport provider, the City agrees to reimburse the County the actual cost of the transport. The

County shall invoice the City for the number of transports twice a year on March 31st and September 30th. The City shall pay the County, in full, no later than thirty (30) days after the date of the invoice. Payments shall be sent to:

Facilities Development & Operations
Fiscal Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5603

Attn: HRC Interlocal Agreement #____ Invoice #

If during transport, the homeless person decides that he/she does not wish to end their homelessness, the City will return the homeless person to his/her original location or another location within the City's boundaries that is mutually acceptable to the homeless person and the City. In the event that the homeless person is being transported by the County's contracted transport provider, the homeless person will be returned only to the original location from which he/she originated. In the event of the foregoing, the City will still be required to reimburse the County for the cost of the partial trip. The City's reimbursement obligations set forth in this section shall survive expiration or termination of this Agreement.

SECTION 5: INDEMNIFICATION

5.01 Each party shall be liable for its own actions and negligence and, to the extent permitted by law, each party shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida State Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions. This provision shall survive expiration or termination of this Agreement.

SECTION 6: TERM OF AGREEMENT

6.01 The initial term of this Agreement is for five (5) years and shall commence immediately upon execution of this Agreement. The term of this Agreement may be renewed for three (3) successive periods of five (5) years each under the same terms and conditions of this Agreement. At least six (6) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the County's receipt of such request, the County shall process an Amendment to this Agreement which shall be executed by both the City and the County. The County may not unreasonably withhold its approval of the renewal request.

SECTION 7: ENFORCEMENT

7.01 The County will immediately communicate with the City's Representative any referral that the County determines not to have been made in accordance with the Referral

Procedures. If a homeless person cannot be accepted into the HRC due to an error of the City's law enforcement personnel with respect to the Referral Procedures, the homeless person will be transported back to the location from which he/she originated at the City's cost, pursuant to Section 4.01. The City retains the option of self-transport but agrees to consider the information provided by the HRC operator prior to making a determination regarding self-transport on a return trip. For purposes of this Section 7, within fifteen (15) days of the effective date of this Agreement the City shall provide the County with written notice as to the person designated as the City's Representative and such representative's contact information. The City may from time to time change the person designated as the City's Representative, upon three (3) days prior written notice to the County.

SECTION 8: AMENDMENTS TO THIS AGREEMENT

8.01 This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the City.

SECTION 9: TERMINATION

9.01 This Agreement may be terminated by either party, with or without cause. Any termination shall be effective sixty (60) days from the receipt of written notice thereof.

SECTION 10: ANNUAL BUDGET APPROPRIATIONS

10.01 The County's and the City's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 11: NOTICES

11.01 Any notice given pursuant to the terms of this Agreement shall be in writing and delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Human Services Division
810 Datura Street
West Palm Beach, FL 33401

As to the City:

City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435

With a copy to:
James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

Any party may from time to time change the address at which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

SECTION 12: APPLICABLE LAW/VENUE

12.01 This Agreement shall be governed by the laws of the State of Florida and venue for any causes of action concerning this Agreement shall be in Palm Beach County, Florida.

SECTION 13: FILING

13.01 A copy of this Agreement shall be filed with the Clerk & Comptroller's Office in and for Palm Beach County.

SECTION 14: DELEGATION OF DUTY

14.01 Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the City's officers.

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

15.01 Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the

Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, 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 the agreement specifications and to detect waste, corruption and fraud.

SECTION 16: MISCELLANEOUS

16.01 The recitals set forth in this Agreement are true and correct and are incorporated herein.

16.02 All Exhibits referenced in this Agreement are incorporated herein by such reference and shall be deemed to be an integral part of this Agreement.

16.03 This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the City concerning the City's utilization of the HRC; except as herein otherwise provided, no subsequent alterations, waiver, change, or addition to this Agreement shall be binding upon the County or the City unless reduced to writing and signed by them.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

By: _____

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Director, Facilities Dev & Opns

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

ATTEST:

CITY CLERK

_____
Janet M. Prainito, MMC, City Clerk

CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida

By: _____
Woodrow L. Hay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
James A. Cherof, City Attorney

G:\SCooper\HRC\Interlocal Clean 8.30.11 ss City of Boynton Beach.docx

EXHIBIT A

Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless

Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless

DISCUSSION: The development of countywide best practices is to ensure that members of Palm Beach County Law Enforcement Agencies understand and are sensitive to the needs and rights of homeless persons, and to set forth procedures for law enforcement members to follow during contacts with homeless persons. These Best Practices recognize that there is a right of all persons, including people experiencing homelessness, to be peaceably in any public place of the jurisdiction so long as their activities are lawful. It also explicitly affirms that homelessness is not a crime. It is also recognized that each individual law enforcement agency may develop policies and procedures to handle homeless persons based on the individual needs of their community, but that the policy or procedure will incorporate the Best Practices below.

POLICY: The policies of Palm Beach County Law Enforcement are to treat homeless persons in a manner that protects their needs, rights and dignity, while providing appropriate law enforcement services to the entire community. Agencies recognize that in law enforcement situations involving homeless individuals, it is preferable to make referrals to organizations that provide services to homeless individuals, and to refrain from initiating contacts that interrupt innocent activity and may violate an individual's constitutional rights.

DEFINITIONS:

Homeless Person - Is an individual or individuals who lack a fixed, regular and adequate night-time residence, or has a primary night-time residence that is:

a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations;
b. An institution that provides a temporary residence for individuals intended to be institutionalized;
c. A private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Law Enforcement Member (LE Member) – An employee or volunteer of a municipal, county or school board law enforcement agency in Palm Beach County, Florida; whether or not that member is sworn or non-sworn, paid or non-paid, status.

Accept Referral – Applies to a Homeless Person who has indicated that they desire to end their homelessness. This differs from a Homeless Person who seeks to have nothing more than a meal or a place to sleep for the night.

Homeless Resource Center (HRC) - A facility acting as single point of access recognized by the County to accept a Homeless Person and their families and engage individuals in ending their homelessness.

BEST PRACTICES:

- **CONTACT**

  - A LE Member may at any time approach a Homeless Person who has not been observed engaging in criminal conduct, to offer advice about shelters, services, or other assistance that is available. In appropriate situations, the LE Member may also contact an outreach worker from a public or private homeless services provider. The Homeless Person is free to choose whether to accept any referrals or not.

  - When a Homeless Person accepts a referral, that person or persons shall be transported to the HRC or other community partner's facility identified by the HRC as appropriate for the specific type of referral. When a Homeless Person desires to end their homelessness and accept a referral to the HRC, the LE Member will begin the acceptance process in the field by completing an HRC Field Referral Form, confirming acceptance with the HRC and transporting (or arranging for transport) to the HRC. Prior to a Homeless Person being transported to the HRC, the LE Member shall query the appropriate State and National criminal history databases to determine if the Homeless Person is a registered sexual predator or sexual offender or has active arrest warrants.

    1. Homeless Sexual Offenders or Predators are not allowed at an HRC.
    2. Homeless Sexual Offenders or Predators under the supervision of the Florida Department of Corrections (FDOC) shall be free to go as long as their actions are lawful. For extenuating issues, FDOC can be contacted at (561) 837-5175 or after hours at (561) 791-4750.
    3. Homeless Sexual Offenders or Predators not under the supervision of FDOC should be reported to the Sheriff's Office S.P.O.T. Unit at (561) 688-4161 (M-F 8am to 4pm), or via e-mail at spot@pbso.org.

  - LE Members having interactions and or contacts with persons determined to be homeless as a result of self-initiated contact or as a result of a citizen complaint shall document that contact. In all cases LE Members shall complete the reporting form appropriate to the interaction, and shall include the letters HL (homeless) in the address field, or other appropriate field, which records for tracking contacts only, a person's homelessness status. The reporting form shall be in a form such that each agency can electronically identify, retrieve and count interactions with a Homeless Person. The countywide goal is to have the forms entered by each agency into the Law Enforcement Exchange System. LE Members shall refrain from detention, arrest, interrogation, or initiation of any other criminal law enforcement interaction with any persons based solely upon their "status" of being or appearing to be homeless, so long as their activities are lawful.

- LE Members shall not communicate in any way, to persons who are or appear to be homeless, that they are not allowed to be in a particular public space in the jurisdiction based on their homeless status.

- Homeless school age children are required to be enrolled and attend school. LE Members shall contact the School District Police Dispatch at 561-434-8700 to determine if a child is enrolled. If the child is not enrolled, the School District Police Dispatch will be able to advise what public school the child should be attending. The officer will then advise the parents where to enroll the child.

- **"MOVE ON" ORDERS**

  - LE Members shall not order any person to move to another location when that person has a legal right to be present where he or she is, subject to requests to move for safety or security or other constitutionally permissible reasons.

  - It is agency policy not to give "move on" orders and not to arrest people for failure to move on if there is another reasonable way to resolve the situation. LE Members shall not give "move on" orders to persons merely because the person is or appears to be homeless.

- **REQUESTS FOR IDENTIFICATION**

  - Requests for identification made to persons who are, or appear to be, homeless shall be subject to the same legitimate law enforcement purposes as are required when made to any other individual, but with sensitivity to the special needs and circumstances of the individual situation.

    1. Requests or demands for identification shall only be made with good cause. Requests for identification shall not be made pursuant to casual contact with persons who are, or appear to be, homeless. At no time shall requests or demands for identification be made in order to harass, intimidate, threaten or make any other unwarranted show of authority.

    2. Unless required by law, or essential to the performance of a law enforcement officer's duty, at no time shall a form of identification presented by a Homeless Person be seized and not returned to him or her.

    3. In situations where persons who are, or appear to be, homeless are unable to produce a valid form of identification, the LE Member shall not penalize the person for failing to produce the requested identification.

- **PERSONAL PROPERTY**

  - The personal property of a Homeless Person shall be treated with the same respect and consideration given to the personal property of any other individual, with

particular sensitivity to the special needs and circumstances of the individual situation.

1. In arrest situations, a Homeless Person shall not be required to abandon personal property they identify as their own at the arrest site. LE Members shall not damage, hide or cause to be abandoned the personal property of any such person. Where practical, LE Members shall adopt or facilitate measures that will best safeguard personal property, as determined by the arrestee.

    a. Property may be taken into custody when an arrestee identifies the property as his or hers. The personal property of arrestees experiencing homelessness is to be handled in the same manner as the property of other arrestees.

2. In no event shall any LE Member destroy any personal property known to belong to a Homeless Person, or recognizable as property of a Homeless Person, unless it is contaminated or otherwise poses a health hazard.

3. A Homeless Person has a constitutionally protected expectation of privacy in their personal belongings and closed containers. LE Members shall refrain from instituting any search, frisk, or other such investigation where the elements of reasonable suspicion or probable cause is not met. A person's status of being, or appearing to be, homeless, without more, does not constitute reasonable suspicion or probable cause or any other grounds for such a search.

- **ARREST SITUATIONS** - Arrests of all persons including those defined as homeless, shall comply with State law, or County Ordinance and Department policies and procedures.

    - If a LE Member observes a Homeless Person engaged in criminal activity, when practical and prudent to do so and with the consent of the victim who has signed a "refusal to prosecute" form, an alternative to a physical arrest shall be used, to include utilizing the resources at the HRC.

    - A LE Member always has the right to approach any individual including a person who is, or appears to be homeless, to allay any suspicions a LE Member may have about the individual, and ascertain that no criminal activity is occurring.

- **TRAINING** –Training on how to interact with a Homeless Person shall be conducted as a part of any new officer field training curriculum. Annual in-service training curriculums shall include updates and refreshers on this topic.

EXHIBIT B

Field Referral Form

Senator Philip D. Lewis Center

1000 45th Street, West Palm Beach, FL 33407

Field Referral Form

561-904-7900

Contact information for person making the referral:

Contact Name:	Contact Phone No.:	Contact Badge No.:
Date:	Time:	Law Enforcement Agency:
Referral picked up from:	Law Enforcement Case #:	Signature of Contact Person:

Client Information:

Name:	Date of Birth:.	Gender: ☐ Male ☐Female ☐Transgender

If this individual has an Active Arrest Warrant or is a Sexual Offender / Perpetrator, FOLLOW DEPARTMENTAL ORDERS
The person CANNOT be referred to the Center.

Mental Health Screening	Substance Abuse Screening	Medical Physical Screening
If the individual meets Baker Act criteria, transport to the nearest **Baker Act Facility**	If the individual meets Marchman Act criteria, transport to the nearest **public facility licensed by the Department of Children and Families**	If in a medical crisis needing evaluation and treatment, call **Fire Rescue**

If client does not meet criteria for Baker Act, Marchman Act and is not in a medical crisis, fill out the rest of the form and contact the Lewis Center for a referral # before transporting.

Client Information (Check All That Apply)

- ☐Weapons Advisory (no weapons permitted at the Lewis Center)
- ☐Substance Advisory (no alcohol or illegal drugs permitted at the Lewis Center)
- ☐Personal belongings search
- ☐ID verified / Type:_____
- ☐Used alcohol or drugs last 24 hours?
- ☐Is client on supervised release/probation?_____
- ☐Client DOC#_____
- ☐Children present? How many_____

[For DOC information call (561) 791-4750]

Current Living Situation:

- ☐Sharing housing
- ☐Substandard housing
- ☐Camping or sleeps in car
- ☐Motel/hotel
- ☐Transient
- ☐Other:_____

Contact the Lewis Center to confirm the referral
Confirmation #_____

Client:

I understand that I am being transported to the Senator Philip D. Lewis Center because I want to permanently end my homelessness and that this is not an overnight shelter.

_____
Client Signature Date

Transportation Information:

Name of Company:_____

_____

Phone #:_____

Turn Over To:_____

_____
Signature of person transporting

_____
Name of Lewis Center Staff

_____
Date and Time

_____
Signature of Staff verifying handoff

Original: Lewis Center **Middle:** Transportation Provider **Bottom:** Law Enforcement Officer

06/2012

Homeless Resource Center Information Sheet

The major cause of homelessness in the United States is lack of affordable housing.

Process for making referrals to the Homeless Resource Center:

- The Homeless Resource Center (HRC) is a centralized intake/assessment center that offers temporary interim housing for those individuals and families who indicate **they want to end their homelessness.**
- ***The HRC is not an overnight shelter, a food kitchen, a clothing pantry or a place to go for only a few hours.***
- If you approach a person who appears homeless, offer information on services (brochure provided with this form) or if the person would like to **end their homelessness,** offer a referral to the HRC.
- Before filling out the Field Referral Form, perform a NCIC/FCIC check to determine if the individual has an active arrest warrant or if they are a sexual offender/perpetrator. If they are, handle according to your agency policies and do not refer.
- If the individual does not have an active warrant and is not a sexual offender, fill out the Field Referral Form starting with your contact information in the first section of the form.
- Check all that apply regarding Client Information and Current Living Situation.
- To the best of your knowledge, fill out the Client Screening Section. If any of the items are checked, the individual should be referred or transported to the facility type indicated.
- Once the form is completed call the HRC (number to be determined) to confirm the referral and to be given a referral confirmation number. Write the number on the form in the space specified. Indicate to the HRC whether you will be transporting the individual or if you will be calling for transportation and the estimated time of arrival at the HRC.
- Transportation depends on your municipality's procedure. If you are not physically transporting, you must call the pre-arranged transportation company. Fill out the information on the form and have the person that is transporting sign the form indicating that the individual has been turned over to them.
- Sign the form under the Contact Information For Person Making The Referral Section before you hand the form to the HRC personnel or to the transportation company.
- If the individual has personal belongings, make every attempt to transport all of the person's belongings with them.
- Ensure that the individual's personal identification documents are returned to them before transport.

There are a few things you can do to humanize homelessness and de-stigmatize mental illness:

- Make eye contact.
- Pay attention to your language. Use expressions such as "people experiencing homelessness". People who are in this situation are still people first.
- Recognize the value of the person's belongings.

R17-099

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Interlocal Agreement dated October 23, 2012 (the "Agreement"), is made as of October 23, 2017, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and City of Boynton Beach, a municipal corporation of the State of Florida ("City").

WHEREAS, the Agreement provides the protocol by which the City refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the City have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and City agree as follows:

1. The term of the Agreement is renewed beginning on October 23, 2017, and continuing through October 22, 2022, pursuant to the exercise of the first of three (3), five (5) year renewal options.

2. Section 15 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, 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 audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract specifications 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.

3. The Agreement is hereby modified to add the following:

SECTION 17: NO THIRD PARTY BENEFICIARY

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the County and/or City.

4. The Agreement is hereby modified to add the following:

SECTION 18: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if the City does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and County.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

By: _____
FDO Fiscal Officer

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Director, Facilities Development & Operations

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

ATTEST:

CITY CLERK

CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida

By: _____
Judith Pyle, CMC, City Clerk

By: _____
Steven B. Grant, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
City Attorney

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission:
Proposed Resolution No. R22-167 - Approve and authorize the Mayor to sign a Purchase and Sale agreement between the City of Boynton Beach and Nicholas Malinosky for a vacant parcel located at SE 21st Avenue.

Explanation of Request:
On Tuesday, September 22, 2022, at a regularly scheduled City Commission Meeting, the vacant lot at SE 21st Avenue was deemed surplus and staff was directed to proceed with processing a Purchase and Sale agreement.

In accordance with Ordinance No. 21-030 all steps have been completed for the disposition of the City Owned vacant lot at SE 21st Avenue.

How will this affect city programs or services? There will be no impact to City programs or services.

Fiscal Impact:
Budgeted
The sale of the property will reduce the City's maintenance costs and increase City's tax base. Vacant Land – SE 21st Avenue Total Annual Cost $ 972.00
The proceeds would be deposited into the City's Capital Improvement Fund (302)

Alternatives:
1. Do not authorize a purchase and sale agreement and list the property for sale with a Real Estate Brokerage Firm.
2. Do not authorize a purchase and sale agreement and retain the property.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving Purchase and Sale Agreement with Nicholas Malinosky
🗋	Agreement	SE 21st Ave Purchase & Sale Agreement
🗋	Exhibit	SE 21st Ave - Exhibit A

RESOLUTION NO. R22-167

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND NICHOLAS P. MALINOSKY FOR A VACANT PARCEL LOCATED AT SE 21ST AVENUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Nicholas P. Malinosky to purchase a vacant lot located at SE 21st Avenue; and

WHEREAS, the property, by itself is an unbuildable lot and serves no public purpose; and

WHEREAS, the City Commission, at the September 22, 2022 meeting, deemed the parcel as surplus property and directed staff to prepare a Purchase and Sale Agreement; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the Mayor to sign a Purchase and Sale Agreement with Nicholas Malinosky for a vacant parcel located at SE 21st Avenue.

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

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

Section 2. The City Commission does hereby approve and authorize the Mayor to sign a Purchase and Sale Agreement with and Nicholas Malinosky for a vacant parcel located at SE 21st Avenue (PCN #08-43-45-33-03-000-0122), a copy of the Agreement is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered this ___ day of _____, 2022, by and between the City of Boynton Beach, a Florida municipal corporation (the "SELLER"), and Nicholas P. Malinosky ("PURCHASER").

W I T N E S S E T H:

WHEREAS, SELLER is the fee simple owner of the following parcel: Vacant Lot on SE 21st Avenue, Boynton Beach, FL 33435, more particularly described in **Exhibit "A"** which is attached hereto (collectively the "**Property**"); and

WHEREAS, the Property has been determined to be surplus property by the City Commission of the SELLER.

WHEREAS, SELLER desires to sell to PURCHASER, and PURCHASER desires to purchase from SELLER, the Property upon the terms and conditions herein below set forth.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten Dollars and No Cents ($10.00) in hand paid by PURCHASER to SELLER, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

1.1 Property. The following real property: one vacant lot located on SE 21st Avenue, Boynton Beach, County of Palm Beach, State of Florida (the "Property"), more particularly described in **Exhibit "A"** attached hereto.

1.2 Closing Date. The Closing Date is the date on which the closing ("Closing") shall occur and shall be no later than ninety (90) calendar days from the Effective Date of this Agreement, and any extension thereof as mutually approved by the parties.

1.3 Deed. A Special Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.4 Effective Date. The Effective Date of this Agreement shall be the date when the last one of the Seller and Purchaser has signed the Agreement.

1.5 SELLER'S Address. Seller's mailing address is P.O. Box 310, Boynton Beach, FL 33425, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: Sean M. Swartz, Esq., at 3099 East Commercial

Boulevard, Suite 200, Ft. Lauderdale, Florida 33308.

1.6 PURCHASER'S Address. Purchaser's mailing address is 67 Spanish River Drive, Boynton Beach, FL 33435 with a copy to Ward Damon PL, c/o Adam R. Seligman, Esq., 4420 Beacon Circle, West Palm Beach, FL 33407.

1.7. Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE.

2.1 Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property for TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($2,500.00), which shall be placed in escrow with Ward Damon PL as a deposit upon execution of this Agreement, and upon and subject to the terms and conditions hereinafter set forth.

2.2 The Purchase includes:

(a) All improvements located on the Property, if any;

(b) All right of ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;

(c) All right, title and interest, if any, of SELLER in any Land lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. The sale also includes any right of SELLER to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Property due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;

(d) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the property.

3. INSPECTIONS.

3.1 With the exception of Section 5 herein, PURCHASER acknowledges and agrees to waive any inspections or inspection period under the terms of this Agreement.

4. SELLER'S REPRESENTATIONS.

4.1 To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of SELLER'S knowledge, in all material respects and except as

otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, in which case SELLER shall immediately provide PURCHASER notice of such contrary information and upon receipt PURCHASER may, in its sole discretion, deem such contrary information material and terminate this Agreement, and (iii) shall survive the Closing:

4.2 At all times from the Effective Date until the Closing on the Property, SELLER shall keep the Property free and clear of all liens, encumbrances and/or clouds upon title, including without limitation, liens related to service, labor and/or materials furnished to, or for the benefit of, the Property, lis pendens, tax liens, permit violations, code violations, or ordinance violations.

4.3 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Land.

4.4 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the SELLER do not and will not violate any public or corporate obligations of the SELLER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party nor will create a lien or encumbrance upon the Property or assets of the SELLER.

4.5 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.6 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

4.7 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use its best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the Effective

Date to the Closing Date.

4.8 REAL PROPERTY SOLD AS IS, WHERE IS, RELEASE: SELLER makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by SELLER at Closing in accordance with this Agreement. SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The PURCHASER specifically acknowledges and agrees that SELLER shall sell and PURCHASER shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the SELLER'S representations and warranties specifically set forth in this Agreement, PURCHASER is not relying on any representations or warranties of any kind whatsoever, except as specifically set forth in this Agreement, express or implied, from SELLER its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property's value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

4.9 As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as

"hazardous substances", "hazardous materials", "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a Special Warranty Deed, title to the subject Property. PURCHASER may secure a title insurance commitment issued by a title insurance underwriter approved by PURCHASER, for the subject Property insuring PURCHASER'S title to the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

5.2 If PURCHASER so desires to obtain title insurance on the Property, the PURCHASER shall have Ten (10) calendar days from the date of receiving said commitment to examine the title commitment ("Title Inspection Period"). If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER shall have Ten (10) calendar days to notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within Ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (i) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.3. Survey and Legal Description. SELLER shall not have any obligation to provide a survey. PURCHASER may obtain a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the land, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Land. The survey shall

be certified to PURCHASER and the title insurance company issuing the title insurance.

In the event the survey shows any material encroachments, strips, gores, or any portion of the land non-contiguous to any other portion of the Property or any other matter materially affecting the intended use of the Property or marketability of title to the Property (any such matter is herein called a "survey objection" and treated as a title defect), PURCHASER shall have a period of ten (10) days after receipt of the survey by PURCHASER within which to approve or disapprove any survey objection and to give notice to SELLER of any disapproval thereof indicating in reasonable detail the nature and reasons for PURCHASER'S objection. PURCHASER agrees that it will not arbitrarily or unreasonably withhold its approval of any such survey objection and that PURCHASER will attempt to approve any such survey objection which does not affect the marketability of title or materially interfere with PURCHASER'S use of the Property. In the event PURCHASER provides a notice of disapproval of a survey objection to SELLER, the rights and obligations of the parties respecting such survey objections shall be governed by Section 5.2 hereof such that the parties shall have the same rights and objections as though such survey objection objected to was a new exception to title which was discovered and objected to within the contemplation of Section 5.2.

6. TRANSFER OF TITLE SUBJECT TO. Except as otherwise set forth, the Property shall be conveyed subject only to those exceptions as set forth in paragraphs 2.2, 5.1, and 5.3 and to:

(a) Water lines, sanitary sewer, drainage, gas distribution, electrical and telephone easements of record provided that they are used to service the Property.

(b) Unpaid certified assessments payable after the date of the transfer of title.

(c) It shall be the sole and exclusive responsibility of the PURCHASER to relocate any utilities and any such relocation costs and expenses shall be borne by the PURCHASER.

(d) PURCHASER shall, in the event of any relocation of the utilities, provide to the CITY or appropriate service provider easements for the relocated utilities.

7. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of its knowledge that all of the following are true and correct:

7.1 PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

7.2 The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER that it will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease,

agreement, indenture, instrument or judgment to which the PURCHASER is a party.

7.3 No action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

7.4 All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

7.5 PURCHASER shall indemnify, hold harmless and defend SELLER, its officers, directors, employees and agents against all claims, demands, losses, liabilities, costs and expenses, including attorney's fees, imposed upon or accruing against SELLER as a result of the representations contained in this paragraph.

8. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

(a) PURCHASER has performed all of its obligations and conditions of this Agreement.

(b) Approval of this Agreement by the City of Boynton Beach City Commission.

9. CLOSING DOCUMENTS.

9.1 At Closing, SELLER shall deliver to PURCHASER a Special Warranty Deed, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form, closing documents which are customary in Palm Beach County, Florida and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

10. CLOSING COSTS, TAXES AND PRORATIONS.

10.1 Ad Valorem Taxes. SELLER is a tax exempt entity. PURCHASER shall pay all ad valorem taxes for the year of closing. This shall survive the Closing.

10.2 Seller's Closing Costs. SELLER shall pay for the following items prior to or at Closing:

None.

10.3 Purchaser's Closing Costs. PURCHASER shall pay for the following items prior to or at Closing:

(a) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes;

(b) Recording fees of the Special Warranty Deed, and any other instrument as required to be recorded in the Public Records;

(c) Cost of providing marketable title as provided herein;

(d) Cost of obtaining owner's title insurance policy;

(e) Tax and Lien Search; and

(f) Survey

11. CLOSING DATE AND PLACE.

The Closing will take place on or before the expiration of ninety (90) days following the Effective Date, at a location designated by the SELLER.

12. TERMINATION AND DEFAULT.

12.1 If the PURCHASER shall fail or refuse to consummate the transaction by the Closing Date in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages, and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit plus all accrued interest. In the event of a default by SELLER, PURCHASER shall be entitled to a return of the earnest money, and accrued interest as liquidated damages as its sole and exclusive remedy. Prior to any default being declared by either Party, the Party shall have five (5) days after written notice to cure such default.

13. BROKER. The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction who is entitled to a fee or brokerage commission in accordance with Florida law.

14. ENFORCEABILITY. If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

15. NOTICE.

All written notices shall be deemed effective if sent to the following places:

PURCHASER: Nicholas P. Malinosky
67 Spanish River Dr.
Ocean Ridge, FL 33435

With Copy to: Ward Damon PL
4420 Beacon Circle
West Palm Beach, FL 33407
Attn: Adam R. Seligman

SELLER: City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425
Attn: Dan Dugger, City Manager

With Copy to: Sean M. Swartz, Esq.
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, #200
Fort Lauderdale, Florida 33308
Tel: (561) 276-9400
Fax: (954) 771-4923

16. GOVERNING LAW & VENUE. This Agreement shall be governed by the laws of the State of Florida. Each party agrees that the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Agreement, including any claims based upon equity, statute, common law or rule. The parties hereby waive any objection to such forum based upon venue or forum non convenient grounds.

17. ENTIRE AGREEMENT. All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

18. AMENDMENT. No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

19. SUCCESSORS. This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER. Any assignment of this Agreement must be approved by the City of Boynton Beach City Commission.

20. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

21. LITIGATION COSTS. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

22. WAIVER OF JURY TRIAL. Each party hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any dispute, litigation or court action (including, but not limited to, any claims, crossclaims or third-party claims) arising from, growing out of, or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for the parties to enter into this Agreement. Each party hereby certifies that no representative or agent of the other party has represented, expressly or otherwise, that either party would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision.

23. **PRECEDENCE.** In the event of conflict, handwritten provisions shall take precedence over typewritten and printed provisions. Typewritten provisions shall take precedence over printed provisions.

24. **DRAFTING.** This Agreement has been negotiated and drafted mutually by the parties and shall be construed and interpreted as if both parties drafted same so that neither party shall be entitled to the benefits of any rules of construction, interpretation or enforcement against the drafters.

25. **SUCCESSORS.** This Agreement shall apply to and bind the distributors, executors, administrators, successors and assigns of SELLER and PURCHASER.

[This Space is Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

ATTEST:

_____
Maylee DeJesus, City Clerk

CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida

By: _____
Ty Penserga, Mayor

Approved as to Form:

_____
Office of the City Attorney

(SEAL)

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Ty Penserga, as Mayor of the City of Boynton Beach, Maylee DeJesus, City Clerk of the City of Boynton Beach, for the City of Boynton Beach, who ( ) are personally known to me or ( ) have produced Florida driver's licenses as identification.

My Commission expires:

_____
Notary Public, State of Florida

_____
Printed Name of Notary Public

Nicholas P. Malinosky

STATE OF FLORIDA)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2 day of November, 2022, by Nicholas P. Malinosky, who (✓) is personally known to me or ( ) has produced a Florida driver's license as identification.

My commission Expires: 10/25/25

Margaret L. Pendleton
Notary Public, State of Florida

Margaret L. Pendleton
Printed Name of Notary Public

Margaret L. Pendleton
Notary Public
State of Florida
Comm# HH149111
Expires 10/25/2025

EXHIBIT "A"
LEGAL DESCRIPTIONS

The North 6 Feet of the South 64 Feet of Lot 12, Crest View, according to the Plat Recorded in Plat Book 23, Page 154, Public Records of Palm Beach County, Florida, being the Real Property described under Tax Certificate Number 5947 in the Tax Deed Recorded in Official Record Book 9459, Page 1028, Public Records of Palm Beach County, Florida.

Folio No.: 08-43-45-33-03-000-0122

Legal descriptions to be confirmed by survey to be provided

08-43-45-33-03-000-0122

July 28, 2022

1:576

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Approve the Vehicles/Equipment submitted by Public Works/Fleet Maintenance for disposal possibly using various means such as JJ Kane on-line auction and GovDeals.com.

Explanation of Request:
Fleet Maintenance is submitting twenty-six (26) items to be disposed at auction, utilizing various means. These proceeds will generate revenue for the Fleet Maintenance Fund. Fleet Maintenance has verified that the vehicles are no longer of use and has completed all proper documentation for disposal. Public Works/ Fleet Maintenance requests Commission's review, evaluation and approval to sell the surplus vehicles/equipment.

How will this affect city programs or services?
The disposal of obsolete, damaged and surplus vehicles/equipment will remove the need to store the items and allow the Finance Department to remove the items from the City's fixed asset records.

Fiscal Impact:
The revenue generated from the sale of surplus vehicles/equipment will be placed in the Fleet Maintenance Fund and credited to the account # 501-0000-365.01-00. The funds are used for future procurement of vehicles/equipment.

Alternatives:
Utilize staff to hold public auction, which has been done in the past, but after analyzing staff time and expenses, was not found to be the most efficient solution.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Various

Start Date:

End Date:

Contract Value:

Minority Owned Contractor?: No

Extension Available?: No

Extension Explanation:

Attachments:

	Type	Description
🗋	Attachment	Vehicle Surplus List September 2022

Vehicle Surplus List September 2022

Department	VIN #	Unit #	Vehicle Type	Yr.	Reason for surplus	Original Cost	Auction notes
Utilities	1GC0CVCG0BF228948	2102	CHEROLET 2500 OPEN UTILITY	2011	Met life expectancy	$ 22,024.00	
PW/Fleet	1FMCU0F79EUD44993	3415	FORD ESCAPE	2014	Not cost effective to repair	$ 21,183.00	leaking
Police	1FTJE34H1THA88019	3612	FORD E-350 XL	1996	Not cost effective to repair	$ 17,850.00	Fuel and brake lines rusted.
Police	1FAHP2MK6GG111763	4665	FORD INTERCEPTOR	2016	Met life expectancy	$ 26,257.00	
Police	1FAHP2MK0GG111760	4664	FORD INTERCEPTOR	2016	Not cost effective to repair	$ 26,257.00	leaking
PW/Forestry	1GCPCPEX5AZ176513	5005	2010 CHEVROLET SILVERADO	2010	Met life expectancy	$ 20,192.00	to repair.
PW/Forestry	1GC3KVBG1AF133251	2001	2010 CHEVROLET SILVERADO	2010	Met life expectancy	$ 20,192.00	
Utilities	1T9BA1019GM893545	8620	TRFCON SOLAR ARROWBOARD	2016	Not cost effective to repair	$ 5,570.00	Board damaged.
Parks	1HFTE46C7K4400498	5911	HONDA ATV 4x4	2019	Met life expectancy	$ 9,876.00	Rust, deteriorated condition
Utilities	1HTWGAZT29J182464	2925	INTERNATIONAL AQUATECH	2019	Met life expectancy	$ 266,357.00	
Utilities	1GBGSBFEXB8135874	2106	CHEVROLET COLORADO	2011	Met life expectancy	$ 20,702.00	
Utilities	1GBHSBDE6A8128846	6003	CHEVROLET COLORADO	2010	Met life expectancy	$ 20,871.00	
Utilities	JRSC030405KCJ1823	8149	KATOLIGHT 60KW PORT.GEN	2004	Met life expectancy		Trailer brakes, frame rust
Police	1FAHP2MK7FG199964	4556	FORD INTERCEPTOR	2015	Not cost effective to repair	$ 34,346.00	Transmission slips/Auction
Development	1FM5K7B86DGC96453	7300	FORD EXPLORER	2013	Not cost effective to repair	$ 23,961.00	Transmission slips/Auction
PW/Forestry	08703-260000103		TORO INFIELD PRO		Met life expectancy		Won't run
PW/Forestry	2144488		E-Z-GO GOLF CART MODEL TXTE		Not cost effective to repair		Batteries, seat and tires
Police	1FTNE24W27DA46028	3719	FORD VAN E250	2007	Met life expectancy	$ 16,719.00	
Police	1FAHP2MK3GG111767	4660	FORD INTERCEPTOR	2016	Not cost effective to repair	$ 26,257.00	Transmission seal leaking/Auction
Police	1FM5K7B81EGC49557	3405	FORD EXPLORER	2014	Not cost effective to repair	$ 25,282.00	Transmission slips/Auction
Police	1GNLCDEC7GR350012	4681	CHEVROLET TAHOE	2016	Met life expectancy	$ 34,439.00	
Police	1FTEW1CB5JFD70978	3813	FORD F150 CREW CAB	2015	Accident damage, rear ended	$ 24,624.00	Accident damage, rear ended
Police	1FM5K8AR4FGB41001	4523	FORD INTERCEPTOR	2015	Not cost effective to repair	$ 32,064.00	
Police	1FM5K8AR0GGC67664	4649	FORD INTERCEPTOR	2016	Not cost effective to repair	$ 27,855.00	Timing Chain phaser
Parks	1GB3CZCGXBF222597	2101	CHEVROLET 3500 DUMP	2011	Met life expectancy	$ 28,202.00	
Utilities	1GCZGFBG8A1132712	2000	CHEVROLET EXPRESS VAN	2010	Met life expectancy	$ 18,922.00	

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Resolution No. R22-171- Amend the FY2021-22 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for various Departments or Fund Operating and Capital Budgets.

Explanation of Request:
The FY2021-22 Budget was adopted on September 23th, 2021. As such, the FY2021-22 Adopted Budget for various Operating and Capital Improvement Projects Funds plus related accounts need to be adjusted at the end of the fiscal year. This type of budget amendment is part of the annual budget process, per Florida State Statue within 60 days of the end of the budget year. The Budget amendment will increase or decrease the Fund's total appropriation which requires City Commission approval, see Exhibit A.

City staff has been able to identify revenue sources and unspent appropriations which can be reallocated to other accounts. Under best budgeting practices and governmental accounting standards, these funds should be re-appropriated to provide the continued spending authority for these accounts.

Accordingly, during FY2021-22 necessary budget modifications have been made in various Operating and Capital Improvement Accounts/Funds (between department/divisions) for which the City Manager is authorized to approve. Staff is requesting approval for the budget adjustments made at the Fund level in FY2021-22.

- The General Fund will be amended from $102,643,553 to $105,009,038 as a result of recognition of additional revenues and to provide appropriations for personnel and operating costs approved in FY21/22 (see Exhibit A).
- The Solid Waste Fund will be amended from $11,888,142 to $12,725,342 as a result of recognition of revenue which will provide appropriations for Personnel, Vehicle Service, and Equipment needs approved in FY21/22 (see Exhibit A).
- The Fleet Fund will be amended from $13,690,784 to $13,911,059 for recognition of revenues and to provide the related contractual appropriations in FY21/22 (see Exhibit A).
- The Cemetery Fund (632) will be amended from $26,674 to $35,674 for recognition of revenue and to provide appropriations for operating cost approved in FY21/22 (see Exhibit A).

How will this affect city programs or services? Approval will allow the City to continue following good and appropriate budgeting practices.

Fiscal Impact: Amendment to budget to recognize year end revenues and expenditures.

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving FY 2021-22 Budget Amendment
🗋	Exhibit	FY 2021-22 Year End Budget Amendment Exhibit A
🗋	Addendum	FY2021-22 General Fund Department Budgets

RESOLUTION NO. R22-171

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 BUDGET WHICH WILL ADJUST BUDGETED APPROPRIATIONS AND REVENUE SOURCES AND PROVIDE SPENDING AUTHORITY FOR DEPARTMENT OR FUND OPERATING AND CAPITAL BUDGET; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Fiscal year 2021-22 Budget was adopted on September 23rd, 2021; and

WHEREAS, as part of the annual budget process the FY2021-22 Adopted Budget for various Operating and Capital Improvement Projects Funds plus related accounts needs to be adjusted at the end of the fiscal year; and

WHEREAS, staff has been able to identify revenue sources and unspent appropriations that can be reallocated to other accounts, which, under best budgeting practices and governmental accounting standards, these funds should be re-appropriated to provide the continued spending authority for these accounts; and

WHEREAS, during FY2021-22 necessary budget modifications have been made in various Operating and Capital Improvement Accounts/Funds (between department/divisions) for which the City Manager is authorized to approve; and

WHEREAS, staff is requesting approval for the budget adjustments made at the Fund level in FY2021-22; and

WHEREAS, accordingly staff is requesting Commission approval to amend the FY 2021-22 budget as noted specifically on Exhibit A.

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

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

Section 2. That the City Commission hereby approves amending the appropriated FY 2021-2022 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for Department or Fund Operating and Capital Budget as noted on Exhibit A, a copy of which is attached hereto and incorporated herein by reference. The following funds will be amended:

a. The General Fund will be amended from $102,643,553 to $105,009,038 as a result of recognition of additional revenues and to provide appropriations for personnel and operating costs approved in FY21/22 (see Exhibit A).

b. The Solid Waste Fund will be amended from $11,888,142 to $12,725,342 as a result of recognition of revenue which will provide appropriations for Personnel, Vehicle Service, and Equipment needs approved in FY21/22 (see Exhibit A).

c. The Fleet Fund will be amended from $13,690,784 to $13,911,059 for recognition of revenues and to provide the related contractual appropriations in FY21/22 (see Exhibit A).

d. The Cemetery Fund (632) will be amended from $26,674 to $35,674 for recognition of revenue and to provide appropriations for operating cost approved in FY21/22 (see Exhibit A).

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

CITY OF BOYNTON BEACH
EXPENDITURE & REVENUE AMENDMENTS
FISCAL YEAR 2021 - 2022

Exhibit A

		2021/22 CURRENT BUDGET	CITY MANAGER/COMMISSION Budget Adjustment Revenue	Expenditures	2021/22 AMENDED BUDGET
General Fund					
001-0000-335.12-00	STATE REVENUE SHARING	3,015,800	882,435		3,898,235
001-0000-335.18-00	SALES TAX	6,348,000	1,483,050		7,831,050
	Adopted Fund Total Revenues	**102,643,553**	**2,365,485**		**105,009,038**
001-2110-521.12-10	REGULAR SALARIES/WAGES	9,284,912		395,000	9,679,912
001-2110-521.14-10	OVERTIME	1,307,961		200,435	1,508,396
001-2111-521.12-10	REGULAR SALARIES/WAGES	1,488,750		75,000	1,563,750
001-2111-521.21-10	EMPLOYER FICA	109,693		16,000	125,693
001-2111-521.43-10	ELECTRIC SERVICE	115,000		25,000	140,000
001-2111-521.46-30	VEHICLE MAINT. - GARAGE	737,147		171,000	908,147
001-2210-522.14-10	OVERTIME	800,000		1,402,550	2,202,550
001-2210-522.15-40	INCENTIVE PAY	150,120		10,500	160,620
001-2210-522.21-10	EMPLOYER FICA	1,009,634		50,000	1,059,634
001-2210-522.23-30	HEALTH INSURANCE	112,095		20,000	132,095
	Adopted Fund Total Expenses	**102,643,553**		**2,365,485**	**105,009,038**
Solid Waste Fund					
431-0000-343.44-00	COMMERCIAL DUMPING	3,100,000	207,200		3,307,200
431-0000-343.45-00	REFUSE-MULTIFAMILY	2,360,000	630,000		2,990,000
	Adopted Fund Total Revenues	**11,888,142**	**837,200**		**12,725,342**
431-2515-534.12-10	REGULAR SALARIES/WAGES	2,298,343		5,000	2,303,343
431-2515-534.12-20	HOLIDAY PAY	43,055		16,000	59,055
431-2515-534.14-10	OVERTIME	100,000		380,000	480,000
431-2515-534.23-20	DISABILITY INSURANCE	9,863		4,000	13,863
431-2515-534.25-10	UNEMPLOYMENT	0		2,000	2,000
431-2515-534.46-30	VEHICLE SERVICE COST	1,408,281		425,000	1,833,281
431-2515-534.49-17	OTHER CONTRACTUAL SRVS	252,000		4,000	256,000
431-2515-534.52-20	OPR EQUIPMENT <$1000	0		1,200	1,200
	Adopted Fund Total Expenses	**11,888,142**		**837,200**	**12,725,342**
Fleet Fund					
501-0000-365.01-00	SALE OF SURPLUS EQUIP.	150,000	220,275		370,275
	Adopted Fund Total Revenues	**13,690,784**	**220,275**		**13,911,059**
501-2516-519.52-10	FUEL OIL VEHICLES	941,000		220,275	1,161,275
	Adopted Fund Total Expenses	**13,690,784**		**220,275**	**13,911,059**
Boynton Beach Memorial Park Fund					
632-0000-343.84-00	MAUSOLEUM/SALE OF CRYPTS	8,000	**9,000**		17,000
	Adopted Fund Total Revenues	**26,674**	**9,000**	**-**	**35,674**
632-3110-539.43-10	ELECTRIC SERVICE	2,500		2,000	4,500
632-3110-539.43-20	WATER/SEWER SERVICE	5,000		3,000	8,000
632-3110-539.99-06	REFUND - SALE OF CRYPTS	2,000		4,000	6,000
	Adopted Fund Total Expenses	**26,674**		**9,000**	**35,674**

CITY OF BOYNTON BEACH
EXPENDITURE & REVENUE AMENDMENTS
FISCAL YEAR 2021 - 2022

Exhibit A

		2021/22 CURRENT BUDGET	CITY MANAGER/COMMISSION Budget Adjustment Revenue	Expenditures	2021/22 AMENDED BUDGET
General Fund					
001-0000-335.12-00	STATE REVENUE SHARING	3,015,800	882,435		3,898,235
001-0000-335.18-00	SALES TAX	6,348,000	1,483,050		7,831,050
	Adopted Fund Total Revenues	**102,643,553**	**2,365,485**		**105,009,038**
001-2110-521.12-10	REGULAR SALARIES/WAGES	9,284,912		395,000	9,679,912
001-2110-521.14-10	OVERTIME	1,307,961		200,435	1,508,396
001-2111-521.12-10	REGULAR SALARIES/WAGES	1,488,750		75,000	1,563,750
001-2111-521.21-10	EMPLOYER FICA	109,693		16,000	125,693
001-2111-521.43-10	ELECTRIC SERVICE	115,000		25,000	140,000
001-2111-521.46-30	VEHICLE MAINT. - GARAGE	737,147		171,000	908,147
001-2210-522.14-10	OVERTIME	800,000		1,402,550	2,202,550
001-2210-522.15-40	INCENTIVE PAY	150,120		10,500	160,620
001-2210-522.21-10	EMPLOYER FICA	1,009,634		50,000	1,059,634
001-2210-522.23-30	HEALTH INSURANCE	112,095		20,000	132,095
	Adopted Fund Total Expenses	**102,643,553**		**2,365,485**	**105,009,038**
Solid Waste Fund					
431-0000-343.44-00	COMMERCIAL DUMPING	3,100,000	207,200		3,307,200
431-0000-343.45-00	REFUSE-MULTIFAMILY	2,360,000	630,000		2,990,000
	Adopted Fund Total Revenues	**11,888,142**	**837,200**		**12,725,342**
431-2515-534.12-10	REGULAR SALARIES/WAGES	2,298,343		5,000	2,303,343
431-2515-534.12-20	HOLIDAY PAY	43,055		16,000	59,055
431-2515-534.14-10	OVERTIME	100,000		380,000	480,000
431-2515-534.23-20	DISABILITY INSURANCE	9,863		4,000	13,863
431-2515-534.25-10	UNEMPLOYMENT	0		2,000	2,000
431-2515-534.46-30	VEHICLE SERVICE COST	1,408,281		425,000	1,833,281
431-2515-534.49-17	OTHER CONTRACTUAL SRVS	252,000		4,000	256,000
431-2515-534.52-20	OPR EQUIPMENT <$1000	0		1,200	1,200
	Adopted Fund Total Expenses	**11,888,142**		**837,200**	**12,725,342**
Fleet Fund					
501-0000-365.01-00	SALE OF SURPLUS EQUIP.	150,000	220,275		370,275
	Adopted Fund Total Revenues	**13,690,784**	**220,275**		**13,911,059**
501-2516-519.52-10	FUEL OIL VEHICLES	941,000		220,275	1,161,275
	Adopted Fund Total Expenses	**13,690,784**		**220,275**	**13,911,059**
Boynton Beach Memorial Park Fund					
632-0000-343.84-00	MAUSOLEUM/SALE OF CRYPTS	8,000	**9,000**		17,000
	Adopted Fund Total Revenues	**26,674**	**9,000**	**-**	**35,674**
632-3110-539.43-10	ELECTRIC SERVICE	2,500		2,000	4,500
632-3110-539.43-20	WATER/SEWER SERVICE	5,000		3,000	8,000
632-3110-539.99-06	REFUND - SALE OF CRYPTS	2,000		4,000	6,000
	Adopted Fund Total Expenses	**26,674**		**9,000**	**35,674**

CITY OF BOYNTON BEACH
BUDGET AMENDMENT
BUDGET YEAR 2021 - 2022

GF Attachment

		2021-22 CURRENT BUDGET	9/30/2022 DEPARTMENT BUDGET TRANSFERS	9/30/2022 COMMISSION ADMENDMENT	9/30/2022 CITY MGR YE AMENDED BUDGET
001-0000-335.12-00	STATE REVENUE SHARING	3,015,800		882,435	3,898,235
001-0000-335.18-00	SALES TAX	6,348,000		1,483,050	7,831,050
*	CITY COMMISSION	316,229	0	0	316,229
*	CITY MANAGER	768,806	240,182	-	1,008,988
*	CITY HALL/GEN ADMIN	4,057,236	(398,757)		3,658,479
*	MARKETING/COMMUNICATIONS	449,401	0		449,401
*	SPECIAL EVENTS	649,265	0	-	649,265
*	TOWN SQUARE	4,334,834	0	-	4,334,834
*	CITY CLERK	768,626	79,500	-	848,126
*	FINANCIAL SERVICES	1,667,679	0	-	1,667,679
*	ITS	2,945,942	0	-	2,945,942
*	HUMAN RESOURCES	1,087,664	0	-	1,087,664
*	ADA & INCLUSION	382,789	(150,990)		231,799
*	CITY ATTORNEY	615,045	79,075	-	694,120
*	UNIFORM SERVICES	19,418,590	0	595,435	20,014,025
*	OFFICE OF THE CHIEF	5,132,926	0	287,000	5,419,926
*	SUPPORT SERVICES	13,540,516	60,000	-	13,600,516
*	FIRE	27,596,600	72,000	1,483,050	29,151,650
*	COMMUNITY STANDARDS	0	0	-	-
*	EMERGENCY MANGEMENT	33,437	0	-	33,437
*	DEVELOPMENT	376,201	0	-	376,201
*	BUILDING	0	0	-	-
*	COMMUNITY STANDARDS	1,500,250	(66,950)	-	1,433,300
*	ENGINEERING	590,398	0	-	590,398
*	PLANNING & ZONING	835,472	66,950	-	902,422
*	ECONOMIC DE VELOPMENT	573,331	(5,500)	-	567,831
*	PUBLIC WORKS	150,563	5,500	-	156,063
*	FACILITIES MANAGEMENT	2,486,897	(93,850)	-	2,393,047
*	STREETS MAINTENANCE	1,358,169	93,850	-	1,452,019
*	PARKING SERVICES	213,950	9,865	-	223,815
*	LIBRARY	2,536,739	0	-	2,536,739
*	SCHOOLHOUSE MUSEUM	289,349	9,125	-	298,474
*	RECREATION	3,856,638	(99,625)	0	3,757,013
*	PARKS & GROUNDS	4,110,011	99,625	0	4,209,636
		102,643,553	0	2,365,485	105,009,038

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission:
Legal Expenses - September 2022 - Information at the request of the City Commission. No action required.

Explanation of Request: Outside counsel invoices and those received through Risk Management are also included.

How will this affect city programs or services? n/a

Fiscal Impact: This is a budgeted item.

Alternatives: n/a

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Attachment	Goren Cherof Doody & Ezrol September 2022 Invoices
Attachment	Goren Cherof Doody & Ezrol September 2022 Risk Litigation Invoices
Attachment	Jones Foster Town Square litigation September 2022
Attachment	Marrero & Wydler - Smith vs Police Officers September 2022
Attachment	Olds & Stephens - Smith vs Police Officers - Herny September 2022 Invoice
Attachment	Johnson Anselmo - Estate of Davis - September 2022
Attachment	Johnson Anselmo - September 2022 - adv. Ultimate Bakery
Attachment	Johnson Anselmo - Peter Torocsik vs COBB September 2022
Attachment	Geraci vs Zeller September 2022
Attachment	Readon September 2022
Attachment	Roberts Reynolds - Smith vs Police Officers - Sohn September 2022
Attachment	Malinda Hayes - Robert Furr vs Quantum and COBB litigation - August and September 2022
Attachment	Lewis Longman Town Square Development - September 2022
Attachment	Lewis Longman - JKM Litigation - September 2022
Attachment	Lewis Longman E2L Litigation - September 2022
Attachment	Kopelowitz Ostrow - Sohn Arbitration September 2022

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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9001821
STATEMENT NO: 44009

Attn: Lynn Swanson

MDC

General Matters

			HOURS
09/01/2022	QEM	Review and respond to inquiry from staff re: processing assignment of contract.	0.30
	QEM	Review and respond to comments re: piggyback agreement from Ingram Library LLC.	1.60
	MDC	meet with Brian Sherman on PD matters, review agenda items for 9/22 meeting, misc meeting on pending matters with city staff at city hall	3.90
	QEM	Review and evaluation of renewal agreement for Transparent Language Online; transmit comments to staff for review.	1.40
	BJS	Meeting with MDC re: Cease and Desist, and follow up with Lynn Swanson	0.60
	QEM	Review and edit draft Facility Use Agreement for Connect to Greatness; transmit to staff for review.	1.40
	SMS	Discussion on Student Work Agreements; Review related to Partial Release; Discussion on Mangrove Easement Agreement.	0.70
09/02/2022	MDC	review public records inquiry and advise, review emails on pending projects in the city, misc calls on pending matters	0.80
	QEM	Preparation for and attend Ocean Outfall Meeting/Teleconference.	2.30
	SMS	Review of Letter on Nuisance Abatement matters and related documents; Draft General Waiver for Parks and Recreation Volunteer Program and related Agreement.	1.20
09/06/2022	MDC	review emails on agenda matters, review Leisureville park materials and update Vice Mayor	1.30
	QEM	Review and advise staff re: Corporate Education Program and the addendum.	1.90
	QEM	Review and respond to inquiry from Library staff re: Ingram Library LLC Agreement.	0.50
	BJS	Telephone call with Capt. Kelley and follow up re: Evidence and Randi Pollack, follow up re: research, draft reply correspondence, and telephone call with MDC	0.80
	SMS	Research and review related to Funeral Home Deeds; Discussion on Mangrove Easement.	1.00
09/07/2022	MDC	review information for Vice Mayor request, confer with Lynn Swanson on pending agenda items; review materials, misc telephone calls on 9/12 meeting	1.80
	SMS	Draft/review Facility Use Agreements; Review of Cemetery Deeds and research on transfer; Review of License Agreements for Library Software and related documents and invoice.	3.10
	QEM	Review and follow-up with Mr. Young on ParkMobile matter.	0.90

			HOURS
	MDC	review materials for meeting, various meetings at city, review agenda items for 9/22, prepare for and attend City Commission meeting	9.10
	JFK	review & advise re: public records matter	0.30
09/08/2022	QEM	Telephone conference with Ms. Moontz re: Republic Construction; review, edit and respond to Ms. Moontz re: draft correspondence from staff.	1.30
	QEM	Review of updated BAA - CareATC; follow-up with staff re: matter.	1.60
	BJS	Draft letter re: Randi Pollack	1.30
	SMS	Correspondence on Facility Use Agreements; Review Revisions to Intracoastal Agreement; Discussion on Training Agreement.	1.10
09/09/2022	MDC	misc follow up from City Commission meeting, misc calls on pending matters, call with Deena Grey on code lien matter (Smith)	1.00
	SMS	Review of title work and draft restrictive covenant for Leisureville property; Call to discuss Mangrove Easement and review of revisions.	2.20
	QEM	Begin review of Samsara pilot program terms and conditions; respond to Ms. Swanson re: matter.	2.00
	BJS	Review and revise draft letter to Randi Pollack and follow up with City staff	1.00
09/10/2022	MDC	review agenda items for 9/22 meeting	1.50
09/11/2022	MDC	continue reviewing agenda items for 9/22 meeting	0.50
09/12/2022	MDC	review materials for commission meeting rules; review agenda materials for 9/22/22 meeting, review draft meeting handbook and provide comments to City staff	2.40
	SMS	Correspondence and revisions to Mangrove Easement; Review and research on Demolition Notice; Draft Restrictive Covenant for Public Park Uses.	2.40
09/13/2022	MDC	review materials for 9/22 meeting, misc telephone calls on pending items	1.70
	QEM	Review and respond to inquiry re: Gale Renewal Quote - Legal Forms for library.	0.50
	BJS	Review and finalize letter re: Randaye Pollack and follow up with staff and Capt. Kelley	0.60
	SMS	Research on unity of title docs and correspondence; Calls discussion and research on 7 Kepner Drive; Research on demolition permit.	2.80
	BJS	Review and follow up re: Randi Pollack correspondence	0.30
09/14/2022	QEM	Review and edit piggyback agreement for Contract for landscape and City cemetery; transmit draft to staff for review.	1.90
	MDC	telephone call with Lynn Swanson on agenda items, review emails on pending items and discuss status with assigned attorney; continue to review agenda items for 9/22	2.70
	SMS	Research on Police Department Donations from Private Business; Discussion and calls related to 7 Kepner Drive and review of site plan and survey; Review of information related to Easement with the County at Cemetery and related call and drafting; Review and research related to Notice of Lien for Railway Property; Review of Agreements related to Mangrove Easement.	4.30
09/15/2022	QEM	Review of notes and telephone conference with Building Official re: Building Recertification.	1.40
	QEM	Review and evaluation of Bibliotheca: Quote #QUO-US07089 City of Boynton Beach; respond to staff re: matter.	1.60

General Matters

			HOURS
	SMS	Draft Easement with the County for Woolbright and Seacrest; Review of Title Work for LGI Construction; Research on FEC Property Lien.	2.80
	MDC	review emails on pending matters, planning inquiries; review published agenda for 9/22 meeting	1.20
	HN	Meeting with MDC to discuss trespass ordinances re: commission meetings. Review of Ordinance 2020-02 from CIty of Palm Coast. Review of ordinance.	0.30
09/16/2022	MDC	review emails on agenda items, confer with Sean Swartz on code matters (FEC railroad property)	0.40
	GB	Emails with City regarding cease and desist letter to doctor for unsolicited immigration physicals. Telephone conference call with City regarding cease and desist letter to doctor for unsolicited immigration physicals.	0.40
	SMS	Correspondence and review related to Unity of Title; Meeting to discuss FEC lien; Discussion and review on 7 Kepner Drive.	1.90
	SHB	Discuss various pending matters with MDC.	0.30
09/19/2022	MDC	review email and status of traffic enforcement agreement (Boynton Village CDD), status of CAO review of permitting and code inquiries; review emails on agenda follow up; review draft tenant rights ordinance; attend staff meeting via video conference; review parking materials for Casa Costa parking inquiries per planning	1.90
	GB	Legal research regarding trademark infringement. Looked up City's trademark. Drafted letter to Dr. Paul regarding trademark infringement.	2.00
	QEM	Review of email correspondence and attached document from Ms. Mootz re: Republic issue; preparation of draft mutual release and provide to staff for review and comment.	2.80
	QEM	Review and evaluation of building code recertification second draft edits; respond to Mr. Kuntzman re: matter.	1.30
	SMS	Discussion and calls related to 7 Kepner Drive; Discussion on Industrial Way Easement; Correspondence on restrictive covenant.	1.60
09/20/2022	MDC	review correspondence on inquiries from HR, review information on Christ Fellowship, misc telephone calls on pending items	1.40
	QEM	Review and evaluation of comments from Ms. Mootz re: Republic release; review and edit document; preparation of email correspondence to Ms. Mootz re: matter.	2.20
	SMS	Discussion and review related to 7 Kepner Drive; Review of Fire Rescue Forms; Discussion related to WMI Easement.	1.80
	SHB	Receive and review inquiry re: code liens; follow up with Tanya Guim.	0.20
09/21/2022	MDC	review pending matters, review draft declaration of restrictive covenants; review tenant rights ordinance, misc telephone calls; meet with city staff on pending matters; continued review of agenda matters	4.00
	HN	Review of City of Palm Coast Ordinance 2020-02 relating to trespass on city property. Review of Brown v. City of Jacksonville. Discussion with Assistant for Neysa Borket, City Attorney for the City of Palm Coast. Email exchange with MDC. Review of case law relating to trespassing people from city commission meetings. Email exchange with MDC. Research of attendance on zoom.	3.20
09/22/2022	MDC	review information on term "financial urgency", continue reviewing Christ Church payment matter, misc commission procedure matters; meetings with city staff at City Hall; prepare for and attend Commission meeting	7.50

			HOURS
	QEM	Review and evaluation of documents re: Ezell Hester Park Improvements Bid - Intent to Award 9/22; discuss matter with staff.	2.90
	SMS	Review of indemnification and hold harmless forms for Fire Rescue Program; Draft/revise Agreement with Boynton Village CDD; Correspondence related to Intracoastal Park and Inca Ponds Agreements.	2.80
	QEM	Review and respond to email correspondence from Ms. Mootz re: Republic matter.	0.30
	QEM	Review of email correspondence re: follow-up on Security Camera Registration Program.	0.40
	SHB	Attend Commission meeting.	3.50
09/23/2022	MDC	misc follow up on Commission meeting matters, review agenda items for 10/4 meeting	1.20
	SMS	Review of revisions to BBHS Volunteer program forms and waivers; Correspondence and review related to Traffic Agreement.	1.30
	SHB	Chronic Nuisance - Discuss Cherry Hill matters with Candice Stone.	0.30
	BJS	Review and follow up re: Randye Pollack, review USPS records and review status	0.40
09/26/2022	MDC	review correspondence on Quantum Park dissolution matters, review employment letters	0.50
	QEM	Review and respond to email correspondence from staff re: Republic construction matter.	0.60
	HN	Review of 9/8/22 commission meeting as to possible threat to Vice Mayor. Discussion with SS re: foreclosure review. Review of emails related to prior foreclosure review and bankruptcy case.	1.20
	SMS	Review bankruptcy and deceased information for parties as owners of unsafe structure and related research.	2.00
09/27/2022	MDC	review agenda items for 10/4 meeting; misc calls with Lynn Swanson on pending matters, review information on declaration of emergency for Hurricane Ian; attend staff call on storm preparation	1.80
	HN	Phone discussion with City Attorney of City of Palm Coast re: trespass ordinance. Email to MDC.	0.50
	SMS	Review for probate cases related to demolition of building and deceased owners; Call to discuss Mangrove Easement Agreement and provide related documentation.	1.70
	QEM	Begin review of Kimley-Horn Outstanding Invoice - Boynton Beach TOD Raise - PO#221243 issue.	1.70
09/28/2022	GB	Reviewed Land Use Agreement with BB1 Development and the Land Use Agreement the City used last year address BB1's request to take out paragraph 4 from the agreement.	0.30
	MDC	review agenda for 10/4 Commission meeting, attend Hurricane Ian conference call	0.80
09/29/2022	MDC	review items for 10/18 agenda, attend post-Ian conference call.	1.00
	BJS	Review and follow up re: Randeye Pollack Letter, review USPS tracking, and follow up with City staff re: status of phone calls	0.70
	SMS	Correspondence related to Intracoastal Park execution and finalization.	0.20
09/30/2022	MDC	confer with Brian Sherman on PD non-emergency caller, begin preparing homestead exemption ordinance, review agenda for 10/4; meet with Lynn Swanson on pending matters	4.00

		HOURS	
GB	Telephone conference calls with City regarding Land Use Agreement for Holiday Parade. Edits to Land Use Agreement for Holiday Parade and emailed revised Agreement to City for approval.	0.50	
QEM	Review and evaluation of BAA for CareATC; respond to Ms. Pinto re: matter.	2.00	
HN	Discussion with Lynn Swanson re: foreclosure quarterly report for Boynton Beach. Explanation of quarterly report and memo to Lynn.	0.40	
SMS	Call to discuss and Review, revise, and draft Vocation Instruction Agreements; Call to discus with staff and Review and revisions to Facility Use Agreement; Research on Notice to an Estate for Demolition of Property.	3.80	
QEM	Review and follow-up with staff re: Security Camera Registration Program.	0.90	
BJS	Review and follow up re: Randeye Pollack and draft follow up correspondence to staff re: Second Letter, follow up with MDC	0.60	
MDC	STATEMENT FOR PROFESSIONAL SERVICES RENDERED		
	FOR CURRENT SERVICES RENDERED	146.50	20,224.50

Photocopies

09/19/2022	Fed Ex Federal Express	14.35
09/19/2022	Fed Ex Federal Express	14.35
09/20/2022	Fed Ex Federal Express	14.39
	Fed Ex	43.09
	TOTAL ADVANCES THRU 09/30/2022	43.09
	TOTAL CURRENT WORK	20,267.59
	BALANCE DUE	$20,267.59

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905637
STATEMENT NO: 43848

Attn: Lynn Swanson

adv. Quantum Park POA - Robert Furr, Trustee (Bankruptcy)

			HOURS	
09/09/2022	GB	Email to Malinda Hayes regarding status conference.	0.10	
09/12/2022	GB	Emails with Malinda Hayes regarding status conference.	0.10	
09/21/2022	GB	Reviewed emails with attorney Malinda Hayes regarding case update and recently filed documents.	0.80	
	KLE	Email from and to Malinda Hayes re: settlement	0.30	
09/22/2022	MDC	review correspondence with special counsel and respond re: options to resolve and litigate	0.30	
	KLE	Conference with Michael D. Cirullo re: settlement	0.20	
09/26/2022	MDC	review correspondence from Quantum District on status of Furr claim; call with Malinda Hayes on Quantum District dissolution and City obligations after 9/30/22	0.30	
09/27/2022	GB	Received and reviewed letter from the District regarding the City taking over on its behalf.	0.10	
	MDC	review m-dismiss dependent district, review amended complaint and related email from special counsel; research assessments paid by the city	0.30	
	KLE	Review documents from Malinda, emails to and from Malinda, conference with Michael D. Cirullo	0.90	
		FOR CURRENT SERVICES RENDERED	3.40	765.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	1.40	$225.00	$315.00
MICHAEL D. CIRULLO	0.90	225.00	202.50
GAL BETESH	1.10	225.00	247.50

TOTAL CURRENT WORK	765.00
BALANCE DUE	$765.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Fort Lauderdale, Florida 33308
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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-0806020
STATEMENT NO: 44008

Attn: Lynn Swanson

Red Light Cameras

			HOURS	
09/07/2022	PE	Sort organized and prepared notices for 10/11/2022 hearing.	4.40	
09/08/2022	PE	Sort and organized notices for 10/11/22 hearing.	3.90	
09/09/2022	PE	Looked up cases on clerks website. Converted notices to PDF/A.	7.00	
09/12/2022	PE	Updated tracking log. Sort and organized subpoenas for 11/8/22 hearing	2.20	
09/13/2022	PE	Changed date on notices. Prepared notices for 10/11/22 hearing. Updated SHB calendar.	3.70	
09/14/2022	PE	Changed date on 30 notice converted to PDF/A and efiled. Sent prose notices to the printer for mailing.	4.50	
	SHB	Review status of pending trials and NOIs needed. Review and approve NOIs.	0.70	
09/19/2022	PE	Sort organized and prepared 6 notices for 10/11/22 hearing. Updated SHB calendar updated tracking log.	2.80	
	SHB	Review and approve NOIs.	0.20	
09/20/2022	SHB	Review and approve amended NOIs.	0.20	
09/26/2022	SHB	Review and approve amended NOIs.	0.10	
		FOR CURRENT SERVICES RENDERED	29.70	3,832.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.20	$225.00	$270.00
PATRICIA EUGENE	28.50	125.00	3,562.50

TOTAL CURRENT WORK	3,832.50
BALANCE DUE	$3,832.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9904950
STATEMENT NO: 44010

Attn: Lynn Swanson

MDC

Litigation Miscellaneous

			HOURS
09/01/2022	QEM	Review and update memorandum for Ultimate Bakery matter.	0.80
09/07/2022	QEM	Review and evaluation of response to Motion to Dismiss in Ultimate Bakery matter.	0.90
09/08/2022	QEM	Review and discuss Ultimate Bakery matter with members of Commission.	1.40
	QEM	Review of City's Reply Memorandum of Law in support of its Motion to Dismiss in the Ultimate Bakery matter.	1.10
09/09/2022	MDC	misc telephone calls on Ultimate Bakery matter	0.50
	QEM	Telephone conference with Commissioner Turkin re: Ultimate Bakery matter; telephone conference with Mr. Hochman re: Ultimate Bakery matter; review of documents from Commissioner Hay re: matter.	1.60
09/12/2022	QEM	Review of final and filed City's Reply Memorandum filed today along with a copy of the letter to Judge Kastrenakes advising of the hearing materials.	1.40
09/14/2022	QEM	Telephone conference with Mr. Hochman re: Ultimate Bakery matter; telephone conference with Mr. Stables, Mr. Dugger and Ms. Oldbury re: matter.	1.30
	MDC	confer with Quentin Morgan on dismissal order, attend conference call with administration	0.30
09/15/2022	QEM	Review of follow-up from Mr. Hochman to Ms. Daly; follow-up with Mr. Hochman re: Ultimate Bakery; follow-up with staff re: outstanding PReview and revise.	1.20
09/16/2022	MDC	review emails and confer with Quentin Morgan on status if Ultimate Bakery court order and continuing demands from owner of company; meet with Gal Betesh to review status of litigation matters	0.80
	QEM	Review of inquiry and materials provided by staff in Ultimate Bakery prr.	1.30
09/19/2022	QEM	Review of notes; zoom meeting with staff re: Ultimate Bakery PRR.	1.10
09/20/2022	QEM	Telephone conference with Ms. Frederiksen and Mr. Hochman re: Ultimate Bakery matter; begin review of lawsuit and related documents forwarded by staff filed by Ultimate Bakery.	1.90
09/21/2022	QEM	Review of draft correspondence to Ultimate to vacate premises; follow-up with Mr. Hochman and staff re: matter.	1.30

			HOURS	
09/22/2022	QEM	Review of final version of correspondence to vacate for Ultimate Bakery; follow-up with staff re: matter.	0.90	
09/26/2022	QEM	Review of correspondence re: status of posting of notice to vacate for Ultimate Bakery.	0.50	
09/30/2022	MDC	Emails with City regarding request for litigation list. Drafted list of all active cases and provided information for cases pursuant to request from finance. Emailed list to Risk.	0.80	
		FOR CURRENT SERVICES RENDERED	19.10	4,297.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	2.40	$225.00	$540.00
QUENTIN E. MORGAN	16.70	225.00	3,757.50

TOTAL CURRENT WORK	4,297.50
BALANCE DUE	$4,297.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905263
STATEMENT NO: 44014

Attn: Lynn Swanson

Town Square Development MDC

			HOURS	
09/01/2022	MDC	review pre-application materials submitted by Time Equity	0.30	
09/12/2022	MDC	review materials, conference call with Lewis Longman	0.80	
	DJD	Telephone conference with Tara Duhy and Kathryn Rossmond	0.60	
09/14/2022	MDC	Call with attorney representing contract purchaser re: development agreement; update Tara Duhy and Katherine Rossmell	0.30	
09/15/2022	MDC	review emails on status of development	0.30	
09/19/2022	MDC	Telephone conference call with Kathryn Rossmell; review materials, conference call with City staff on status of Time Equity proposed project	1.00	
	DJD	Participate in conference call; review pre-application notes provided by staff	1.40	
09/21/2022	DJD	Telephone conference with Kathryn Rossmell, Esq.; initial review of documents submitted by counsel for Time Equity	1.40	
09/22/2022	DJD	Review proposed Development Agreement, Temporary Parking Agreement, Land Swap Agreement and Parking License Agreement	1.90	
09/23/2022	MDC	review documents, update City Commission	0.30	
09/26/2022	DJD	Review notes from Amanda Radigan	0.40	
09/27/2022	MDC	Call with Kathryn Rossmell on development agreement review	0.30	
	DJD	Telephone conference with Kathryn Rossmell, Esq	0.30	
		FOR CURRENT SERVICES RENDERED	9.30	2,092.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	6.00	$225.00	$1,350.00
MICHAEL D. CIRULLO	3.30	225.00	742.50

Photocopies	
TOTAL CURRENT WORK	2,092.50

CITY OF BOYNTON BEACH

10/04/2022

ACCOUNT NO: 306-9905263

STATEMENT NO: 44014

Town Square Development

BALANCE DUE	$2,092.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905313
STATEMENT NO: 44016

Attn: Lynn Swanson

adv. Federal National Morgage Assoc.
(Cleveland, Darren E., et., al.)

			HOURS	
09/22/2022	HN	Review of docket and status of case.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905322
STATEMENT NO: 44017

Attn: Lynn Swanson

adv. The Bank of NY Mellon Trust Co., et., al.
(Naurelus, Iglad, et., al.)

			HOURS	
09/22/2022	HN	Review of docket and status of case.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Fort Lauderdale, Florida 33308
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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905427
STATEMENT NO: 44023

Attn: Lynn Swanson

adv. Ditech Financial LLC (Elgohary)

			HOURS	
09/22/2022	HN	Review of docket and status of case.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905431
STATEMENT NO: 44024

Attn: Lynn Swanson

adv. NationStar Mortgage (Perkins, Gloria)

			HOURS	
09/22/2022	HN	Review of docket and status of case.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

MPC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
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Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905432
STATEMENT NO: 44025

Attn: Lynn Swanson

Laurore, Iva and Renan (Code/Foreclosure)

			HOURS	
09/22/2022	KLE	Review Notice filed by Wernick re: discharge, research, email to and from Aaron Wernick, telephone conference with Aaron Wernick	0.80	
		FOR CURRENT SERVICES RENDERED	0.80	180.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
KERRY L. EZROL	0.80	$225.00	$180.00

TOTAL CURRENT WORK	180.00
BALANCE DUE	$180.00

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905433
STATEMENT NO: 44026

Attn: Lynn Swanson

MDC

v. Ho, Benjamin and Karen (Code/Foreclosure)

			HOURS
09/01/2022	HN	Drafted memo re: status of case and emailed to MDC. Review of MDC comments to answer brief and edits to answer brief. Review of docket and of court's orders to show cause.	2.20
09/06/2022	HN	Review of transcript from January 21, 2022 hearing on City's motion for summary judgment. Review of Appellants Initial Brief. Research as to preserving issues on appeal. Started drafting answer brief.	2.80
09/07/2022	HN	Review of motion for extension of time. Review of Rule 9.300. Email exchange with MDC.	0.30
09/12/2022	HN	Drafting answer brief. Drafted summary of argument and started argument arguments I-III. Review of motion for summary judgment. Review of Pierre Vestiguerne's affidavit.	3.30
09/13/2022	HN	Drafted sections of answer briefs: Appellants failed to produce evidence of City being unjustly enriched, Appellants failed to produce evidence that City discriminated against them, exception to hearsay rule as to Vestigerne Pierre's affidavit, Karen Ho was not prejudiced when she failed to participate in the zoom hearing, Appellants were provided opportunity to be heard, federal case is unrelated to foreclosure action, unrelated property at 1102 N. Federal HIghway is irrelevant.	4.40
09/14/2022	HN	Review of cover letter on judge's binder for hearing next week on the City's Motion for Writ of Possession. Review and edits of draft of the City's Answer Brief. Review of the record on appeal.	3.10
09/15/2022	HN	Review of 4th DCA's order granting the City's motion for extension of time.	0.10
09/19/2022	HN	Review of Order granting Defendants motion to appear at hearing tomorrow in person. Email exchange with judicial assistant. Discussion with MDC. Preparation for hearing tomorrow morning on the City's motion for writ of possession.	0.60
09/20/2022	HN	Preparation and attendance of the zoom hearing on the City's Motion for Writ of Possession. Drafted order. Research relating to appeal of an order granting a motion for writ of possession. Phone discussion with Wing Ho. Email exchange with Wing Ho. Phone discussion with Adam Temple regarding hearing this morning. Phone discussion with John Kuntzman re: hearing this morning.	2.70

			HOURS	
09/21/2022	HN	Email exchange with Wing Ho. Phone discussion with prestige. Email exchange with prestige.	0.30	
09/22/2022	HN	Review and edits of draft answer brief.	3.20	
09/27/2022	HN	Revisions to answer brief.	1.20	
		FOR CURRENT SERVICES RENDERED	24.20	5,445.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	24.20	$225.00	$5,445.00

Photocopies

09/23/2022	Hearing Prestige Reporting Service Depo	0.00
09/14/2022	Fed Ex Federal Express	24.14
	Fed Ex	24.14
	TOTAL ADVANCES THRU 09/30/2022	24.14
	TOTAL CURRENT WORK	5,469.14
	BALANCE DUE	$5,469.14

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905456
STATEMENT NO: 44028

Attn: Lynn Swanson

MDC

adv. Priority Towing

			HOURS	
09/16/2022	GB	Meeting with MDC regarding case status and strategy moving forward.	0.10	
09/27/2022	GB	Drafted and filed notice of unavailability.	0.20	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905461
STATEMENT NO: 44029

Attn: Lynn Swanson

adv. Deutsche Bank (Estate of Herbert Campbell)

			HOURS	
09/22/2022	HN	Review of docket and status of case.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
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Suite 200
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Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905475
STATEMENT NO: 44030

Attn: Lynn Swanson

Landfill Closure

			HOURS	
09/27/2022	MDC	review materials, prepare and attend call with special counsel	0.60	
09/29/2022	MDC	review final letter filed with FDEP re: response to information	0.30	
		FOR CURRENT SERVICES RENDERED	0.90	202.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.90	$225.00	$202.50

TOTAL CURRENT WORK	202.50
BALANCE DUE	$202.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905512
STATEMENT NO: 44032

Attn: Lynn Swanson

MDC

adv. Sterling Village Condominium (Duperault, Don)

			HOURS	
09/01/2022	HN	Email exchange with Counsel for Sterling Land Trust. Review of emails sent from the Sterling Land Trust and email exchange with the Palm Beach County property appraiser's office. Phone discussion with MDC. Email to Adam Temple. Phone discussion with Jeff Siskind. Email exchange with MDC.	0.80	
09/06/2022	MDC	review draft response to m-rehearing and confer with Heather Needelman on status of case.	0.20	
	HN	Edits to response. Email to clerk for certified copy of record. Review of email from Vestiguerne Pierre with affidavit.	0.40	
09/07/2022	HN	Review and edit of response and of exhibits. Phone discussion with Tanya Guim. Review of email from Maylee De Jesus.	0.70	
09/08/2022	HN	Review and edits of response. Edits to exhibits. Email exchange with attorney for the Sterling Land Trust, Jeffrey Siskind. Email to Adam Temple cc MDC.	0.70	
09/09/2022	HN	Email exchange with Adam Temple.	0.10	
09/13/2022	HN	Review of email from Candace Stone to speak with current owner of subject property. Phone discussion with current owner. Email to Attorney for sterling land trust regarding setting his motion for hearing. Reviewed notice of unavailability before filing it.	0.70	
09/19/2022	HN	Email exchange with Jeffrey Siskind. Review of Local Rule 6.	0.30	
09/29/2022	HN	Review of docket and email to Jeff Siskind cc MDC.	0.20	
		FOR CURRENT SERVICES RENDERED	4.10	922.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.20	$225.00	$45.00
HEATHER NEEDELMAN	3.90	225.00	877.50

09/09/2022		Certified Copies American Express	0.00

CITY OF BOYNTON BEACH

10/04/2022

ACCOUNT NO: 306-9905512

STATEMENT NO: 44032

adv. Sterling Village Condominium (Duperault, Don)

TOTAL CURRENT WORK	922.50
BALANCE DUE	$922.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905552
STATEMENT NO: 44034

Attn: Lynn Swanson

Canal Maintenance Special Assessment MDC

			HOURS	
09/09/2022	MDC	review materials and follow up from 9/8 meeting	0.30	
09/13/2022	MDC	review emails and materials on review of FWC/County maintenance activities	0.40	
09/19/2022	MDC	review emails and research history of City actions relating to canal maintenance; review 2009 memo and commission meeting minutes, review draft materials for 9/22 commission meeting	0.90	
09/21/2022	MDC	meet with Andrew Mack, call with Mr. Fishman	0.40	
09/22/2022	MDC	review staff memo update to city commission	0.20	
		FOR CURRENT SERVICES RENDERED	2.20	495.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	2.20	$225.00	$495.00

TOTAL CURRENT WORK	495.00
BALANCE DUE	$495.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905563
STATEMENT NO: 44036

Attn: Lynn Swanson

v. Joseph, Vessle Deon (RPO)

			HOURS	
09/06/2022	MDC	misc calls with Gal Betesh and discuss scheduling of hearings	0.40	
09/13/2022	SHB	Review Motion to continue; discuss with GB.	0.10	
		FOR CURRENT SERVICES RENDERED	0.50	112.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.40	$225.00	$90.00
SHANA H. BRIDGEMAN	0.10	225.00	22.50

TOTAL CURRENT WORK	112.50
BALANCE DUE	$112.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905567
STATEMENT NO: 44037

Attn: Lynn Swanson

MDC

adv. Ho, Wing and Ho, Karen (Petition for Preliminary Injunction)

			HOURS
09/01/2022	HN	Finished memo relating to status of case and emailed to MDC.	0.30
09/02/2022	HN	Review and edits of answer brief. Completed revisions re: MDC's review of statement of facts. Email to MDC to revised version.	1.20
09/09/2022	HN	Discussion with MDC to discuss review of case law relating to court jurisdiction. Review of case law and email to MDC. Drafted the Statement of Case and Facts. Review of the entire transcript and docket.	3.80
09/16/2022	MDC	review information on federal court appeal, review draft of Answer Brief, confer with Heather Needelman	0.30
	HN	Meeting with MDC to discuss brief. Research relating to standard of review and jurisdiction over state causes of action. Edits to brief.	2.20
09/19/2022	HN	Edits to answer brief. Research re: supplemental jurisdiction. Review of Appellants' appendix and City's supplemental appendix and went through brief to confirm cites.	4.80
09/20/2022	HN	Phone discussion with Adam Temple re: status of appeal. Phone discussion with John Kuntzman re: status of appeal.	0.30
09/23/2022	MDC	review draft Answer Brief, and revise	0.80
	HN	Edits to answer brief. Review of MDC's edits and comments. Review of Florida Rules of Appellate Procedure. Edits to cites.	4.60
09/26/2022	HN	Last review of brief and supplemental appendix. Email exchange with MDC. Review of index and double check of all references.	3.20
09/28/2022	HN	Review of supplemental appendix in final form. Review of Rule 9.420(b)(1). Email to MDC.	1.00
	CLD	Preparation of City's Supplemental Appendix to Answer Brief.	3.50
09/29/2022	MDC	confer with Heather Needelman regarding preparation of appendices for appeal	0.30
	HN	Review of appendix in final form before filing. Review of emails to Wing Ho and Karen Ho. Email to MDC.	1.60
	CLD	Continued preparing, finalized, and e-filed City's 4-volume Supplemental Appendix; transmitted to CopyScan for service of paper copies to the 11th Circuit Court of Appeals; E-service made on the appellants.	4.50
09/30/2022	HN	Email exchange with MDC. Phone discussion with Julie Oldbury.	0.30

adv. Ho, Wing and Ho, Karen (Petition for Preliminary Injunction)

	HOURS	
FOR CURRENT SERVICES RENDERED	32.70	6,557.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.40	$225.00	$315.00
HEATHER NEEDELMAN	23.30	225.00	5,242.50
CYNTHIA L. DUNN	8.00	125.00	1,000.00

Photocopies	
TOTAL CURRENT WORK	6,557.50
BALANCE DUE	$6,557.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
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Suite 200
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Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905618
STATEMENT NO: 44041

Attn: Lynn Swanson

adv. VGH Association, Inc. (Nelson, Meltem E.)

			HOURS	
09/22/2022	HN	Review of docket and status of case.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK 45.00

BALANCE DUE $45.00

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905630
STATEMENT NO: 44042

Attn: Lynn Swanson

adv. Deutsche Bank (Michele Dimon a/k/a Michele Pravata)

			HOURS	
09/22/2022	HN	Review of docket and status of case	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
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Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905631
STATEMENT NO: 44043

Attn: Lynn Swanson

Indoor Training Facility (PPP)

			HOURS	
09/01/2022	SMS	Conference call to discuss Facility Agreement and revisions based on staff review.	0.90	
09/02/2022	SMS	Discussion and correspondence related to Agreement and process.	0.20	
09/12/2022	SMS	Review/revise Agreement.	1.50	
09/13/2022	SMS	Correspondence related to legal advertisements and related revisions.	0.30	
		FOR CURRENT SERVICES RENDERED	2.90	652.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SEAN M. SWARTZ	2.90	$225.00	$652.50

Photocopies	
TOTAL CURRENT WORK	652.50
BALANCE DUE	$652.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905638
STATEMENT NO: 44045

Attn: Lynn Swanson

Land Acquistion/Title

			HOURS	
09/21/2022	SK	ordering OE Report/ drafting memo	0.80	
	SMS	Review title commitment and draft Memo.	0.60	
		FOR CURRENT SERVICES RENDERED	1.40	235.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SEAN M. SWARTZ	0.60	$225.00	$135.00
SABRINA KALIL	0.80	125.00	100.00

09/21/2022	Filing fee Chicago Title Insurance Company Filing fee		0.00
	TOTAL CURRENT WORK		235.00
	BALANCE DUE	MDC	$235.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905645
STATEMENT NO: 44046

Attn: Lynn Swanson

adv. Murphy, Michael (Arbitration)

			HOURS	
09/14/2022	SHB	Review file and discuss claim and arbitration matters with Julie Oldbury.	0.60	
09/15/2022	SHB	Discuss response to potential EEOc claim with Oldbury. Prepare and send response to attorney Davidson, requesting additional information.	0.40	
09/16/2022	SHB	Discuss arbitration and discrimination claim matters with MDC. Receive and review response from Davidson re: facts to support claim.	0.50	
09/19/2022	SHB	Telephone conference with Julie Oldbury re: claim and settlement matters.	0.10	
09/20/2022	SHB	Draft settlement agreement. Various correspondence with Julie Oldbury. Transmit agreement to Julie Oldbury for review.	3.50	
09/21/2022	SHB	Receive and review comments on settlement agreement; follow up with Julie Oldbury.	0.30	
09/22/2022	SHB	Revise settlement agreement and transmit to Attorney Davidson for signature.	0.30	
		FOR CURRENT SERVICES RENDERED	5.70	1,282.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	5.70	$225.00	$1,282.50

TOTAL CURRENT WORK	1,282.50
BALANCE DUE	$1,282.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905646
STATEMENT NO: 44047

Attn: Lynn Swanson

adv. HSBC Bank (Telamore, Jacqueline)

			HOURS	
09/13/2022	HN	Review of motion for default, affidavit and notice of dropping party. Phone discussion with Plaintiff's counsel. Email to Plaintiff's counsel.	0.50	
09/22/2022	HN	Review of docket and status of case.	0.20	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
HEATHER NEEDELMAN	0.70	$225.00	$157.50

TOTAL CURRENT WORK	157.50
BALANCE DUE	$157.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
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Suite 200
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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905647
STATEMENT NO: 44048

Attn: Lynn Swanson

adv. Sohn, Mark (Termination Grievance)

			HOURS	
09/09/2022	MDC	confer with special counsel on status of arbitration, review correspondence on status of arbitration and coordinate with special counsel on transition	1.10	
09/13/2022	SHB	Various correspondence with Seth Haimovitch re: arbitration and case transfer matters. Coordinate conference call.	0.20	
09/16/2022	MDC	Telephone conference call with City's special arbitration counsel	0.40	
	SHB	Telephone conference with Haimovitch and MDC re: arbitration matters. Discuss case status with MDC.	0.60	
09/19/2022	SHB	Review arbitrator panel and prior awards; discuss with Seth Haimovitch. Various correspondence re: Seth Haimovitch request to incur fees to evaluate arbitration panel.	0.50	
09/23/2022	SHB	Various correspondence with Seth Haimovitch re: rejecting arbitrator panel, CBA, and evaluation of section arbitrator panel.	0.60	
09/27/2022	SHB	Discuss second arbitrator panel with Seth Haimovitch; follow up with MDC.	0.50	
		FOR CURRENT SERVICES RENDERED	3.90	877.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.50	$225.00	$337.50
SHANA H. BRIDGEMAN	2.40	225.00	540.00

TOTAL CURRENT WORK	877.50
MDC	
BALANCE DUE	$877.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905653
STATEMENT NO: 44050

Attn: Lynn Swanson

MDC

v. Joseph, Vessle Deon (2022 RPO)

			HOURS	
09/01/2022	GB	Drafted Petition for RPO.	0.50	
09/06/2022	GB	Legal research of RPO statute regarding 14 days or business days for final hearing. Emails with the Court regarding research. Emails with the Court regarding compliance hearing.	0.50	
09/07/2022	GB	Attended compliance hearing.	3.00	
09/08/2022	GB	Emails with Detective Gorfido regarding Order extending compliance hearing.	0.10	
09/12/2022	GB	Telephone conference call with attorney Marisa Gonzalez regarding Respondent avoiding service. Telephone conference call with SHB providing update on case and conversation with attorney Marisa Gonzalez . Telephone conference call with Detective Gorfido providing update on call with SHB and attorney Marisa Gonzalez. Drafted affidavit in Support of Motion to Continue Final RPO hearing for Detective Gorfido.	1.30	
09/13/2022	GB	Email to Detective regarding Affidavit in Support of Motion to Continue.	0.10	
	GB	Reviewed police reports provided by City regarding attempts to serve Respondent. Reviewed Affidavit in Support of Motion to Continue. Listened to recording of Respondent threatening BBPD provided by City. Drafted Motion to Continue.	1.30	
09/14/2022	GB	Emails with the Court regarding Motion to Continue. Telephone conference call with SHB regarding Motion to Continue. Text messages with Detective Gorfido regarding rescheduling hearing.	0.50	
09/15/2022	GB	Drafted Notice of Filing additional reports in support of Petition for RPO.	0.30	
09/30/2022	GB	Email with Detective Gorfido regarding service on Respondent.	0.10	
		FOR CURRENT SERVICES RENDERED	7.70	1,732.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	7.70	$225.00	$1,732.50

Photocopies	
TOTAL CURRENT WORK	1,732.50
BALANCE DUE	$1,732.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905656
STATEMENT NO: 44052

Attn: Lynn Swanson

adv. Torocsik, Peter (Public Records/Civil Rights Action)

			HOURS	
09/21/2022	QEM	Review of initial pleadings filed in matter.	0.50	
09/22/2022	QEM	Review of email correspondence re: status of matter.	0.40	
09/26/2022	QEM	Review and evaluation of multiple correspondence from Mr. Torocsik re: matter; review of correspondence from counsel re: matter.	0.80	
09/29/2022	QEM	Review of materials and filings re: matter from Mr. Torocsik.	1.80	
		FOR CURRENT SERVICES RENDERED	3.50	787.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
QUENTIN E. MORGAN	3.50	$225.00	$787.50

TOTAL CURRENT WORK	787.50
BALANCE DUE	$787.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905412
STATEMENT NO: 44053

Attn: Lynn Swanson

Mangrove Park - Lease from St. Mark's

			HOURS	
09/10/2022	MDC	review email from Archdiocese counsel and respond with update on status of city review	0.20	
09/12/2022	MDC	call with Andrew Mack and review associated documentation (appraisal and sketch/legal)	0.40	
	DJD	Review Appraisal for the City of Boynton Beach	0.50	
09/22/2022	MDC	meet with DJ Doody on potential real estate transaction with Archdiocese	0.30	
	SK	Reviewing file	0.10	
	DJD	Conference with City Attorney; review back ground material relative to hand swap	1.00	
09/26/2022	SK	Reviewing file/ Drafting Letter of Intent	0.60	
	DJD	Initial draft of Land Exchange Agreement	0.80	
09/27/2022	SK	Drafting Letter of Intent	0.70	
09/29/2022	SK	Revising Letter of Intent	0.10	
		FOR CURRENT SERVICES RENDERED	4.70	907.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	2.30	$225.00	$517.50
MICHAEL D. CIRULLO	0.90	225.00	202.50
SABRINA KALIL	1.50	125.00	187.50

Photocopies MDC
TOTAL CURRENT WORK 907.50

BALANCE DUE $907.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Fort Lauderdale, Florida 33308
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/05/2022
ACCOUNT NO: 306-0603180
STATEMENT NO: 44088

Attn: Lynn Swanson

LABOR - General

			HOURS	
09/01/2022	MDC	continue review and preparation of draft Manager agreement, call with Julie Oldbury	0.50	
09/06/2022	MDC	review revisions to draft CM agreements, confer with Julie Oldbury	0.30	
09/09/2022	MDC	Call with Pension Board attorney re: issues with investment plan and DROP	0.30	
09/13/2022	SHB	Review agenda item for PBA contracts; follow up with City re: additional backup to identify changes to prior contracts.	0.60	
09/14/2022	MDC	review issues with pension ordinances and confer with Mara Freidrickson and Julie Oldbury	0.30	
09/16/2022	MDC	Telephone conference call with Julie Oldbury on pension ordinance revisions, review Murphy arbitration status and demand from attorney with Shan Bridgeman	0.50	
09/28/2022	GB	Emails with City and Tristar regarding Davidson Monestime's EEOC claim. Searched state courts and federal court if a lawsuit was filed by Davidson Monestime. Email to SHB regarding closing Davidson Monestime claim. Emails with MDC regarding lawsuit not filed by Davidson Monestime.	0.40	
		FOR CURRENT SERVICES RENDERED	2.90	652.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.90	$225.00	$427.50
GAL BETESH	0.40	225.00	90.00
SHANA H. BRIDGEMAN	0.60	225.00	135.00

TOTAL CURRENT WORK	652.50
MDC	
BALANCE DUE	$652.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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3099 East Commercial Boulevard
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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/05/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905525
STATEMENT NO: 44089

Attn: Lynn Swanson

v. JKM BTS Capital, LLC (Declaratory Action)

			HOURS	
09/01/2022	MDC	review status of discussions relating to case with special counsel	0.30	
09/02/2022	MDC	call with Tom Baird and Joanne O Connor on status of communications with JKM counsel	0.50	
	DJD	Telephone conference with Tom Baird and JoAnne O'Connor; review emails; review proposed Limited Waiver and Release	1.40	
09/06/2022	DJD	Additional review of Release and emails	0.40	
09/07/2022	DJD	Address final version of release	0.40	
09/08/2022	DJD	Address status of release	0.30	
09/09/2022	MDC	misc telephone calls re: trial continuance and status of discussions with JKM	0.30	
09/14/2022	MDC	Call with Tom Baird	0.20	
	DJD	Telephone conference with Tom Baird; telephone conference with Ron Gache	0.90	
		FOR CURRENT SERVICES RENDERED	4.70	1,057.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	3.40	$225.00	$765.00
MICHAEL D. CIRULLO	1.30	225.00	292.50

Photocopies	MDC	
TOTAL CURRENT WORK		1,057.50
BALANCE DUE		$1,057.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Suite 200
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/05/2022
ACCOUNT NO: 306-9905654
STATEMENT NO: 44090

Attn: Lynn Swanson

adv. E2L Real Estate Solutions, LLC (Amended Complaint) MDC

			HOURS	
09/01/2022	DJD	Telephone conference with Ronald M Gache, Esq.; exchange of emails; initial review of amended complaint	1.40	
09/09/2022	MDC	review status of service of amended complaint, misc related phone calls	0.40	
	DJD	Initial review of amended complaint	1.20	
09/10/2022	MDC	prepare and forward email update to City Commission	0.30	
09/19/2022	MDC	conference calls with Lewis Longman counsel	0.40	
	DJD	Telephone conference with Kathryn Rossmell, Esq; review complaint	1.20	
09/21/2022	MDC	confer with Gal Betesh on draft Answer, confer with Donald Doody on discussions with co-counsel	0.30	
	GB	Drafted Answer to Amended Complaint.	4.00	
09/22/2022	MDC	confer with DJ Doody on status of city response to lawsuit	0.20	
09/23/2022	MDC	meet with Gal Betesh on status of response to complaint, call with Kathryn Rossmell	0.70	
	GB	Legal research for Motion to Dismiss. Zoom meeting with MDC and attorney Kathryn Rossmell regarding Motion to Dismiss.	4.50	
09/27/2022	GB	Participated in zoom with DJD, MDC and Kathryn Rossmell regarding strategy.	0.40	
	MDC	call with Kathryn Rossmell, Gal Betesh and DJ Doody on status of response to Amended Complaint	0.30	
09/28/2022	GB	Finalized first draft of Answer to Amended Complaint. Emails with DJD and MDC regarding Answer. Edits to Answer pursuant to DJD's comments.	2.70	
	DJD	Review proposed Answer to Complaint	0.40	
09/29/2022	MDC	confer with DJ Doody and email Kathryn Rossmell on status of response to amended complaint	0.30	
09/30/2022	MDC	Review Motion to Dismiss filed against Amended Complaint	0.40	
	GB	Received and reviewed Motion to Dismiss.	0.30	
		FOR CURRENT SERVICES RENDERED	19.40	4,365.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	4.20	$225.00	$945.00

CITY OF BOYNTON BEACH

10/05/2022

ACCOUNT NO: 306-9905654

STATEMENT NO: 44090

adv. E2L Real Estate Solutions, LLC (Amended Complaint)

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	3.30	225.00	742.50
GAL BETESH	11.90	225.00	2,677.50

Photocopies	
TOTAL CURRENT WORK	4,365.00
BALANCE DUE	$4,365.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905029
STATEMENT NO: 44011

Attn: Lynn Swanson

adv. Ford, Sharron (negligence arrest)

Billing Category 18-RLO
Claim #001470000245GB

			HOURS	
09/16/2022	GB	Meeting with MDC regarding case status.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	22.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.10	$225.00	$22.50

TOTAL CURRENT WORK 22.50

BALANCE DUE $22.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905098
STATEMENT NO: 44012

Attn: Lynn Swanson

adv. Venegas, Jesusa

Billing Category 18-RLO
Claim #001470000367AB

			HOURS	
09/01/2022	GB	Emails with opposing counsel regarding mediation.	0.10	
09/16/2022	GB	Meeting with MDC regarding case status. Emails to opposing counsel regarding mediation.	0.20	
09/27/2022	GB	Drafted and filed notice of unavailability.	0.20	
		FOR CURRENT SERVICES RENDERED	0.50	112.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.50	$225.00	$112.50

TOTAL CURRENT WORK 112.50

BALANCE DUE $112.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905190
STATEMENT NO: 44013

Attn: Lynn Swanson

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO
Claim #001470-000396-AB-01 MDC

			HOURS
09/08/2022	GB	Emails with attorney for Officer Sohn regarding discovery.	0.10
09/12/2022	GB	Email to City regarding discovery. Email to Sohn's counsel regarding discovery. Worked on responses to Plaintiffs' Supplemental Request for Production.	1.20
09/15/2022	GB	Emails with Sohn's counsel regarding Plaintiff's discovery. Continued drafting responses to Plaintiff's supplemental request for production.	0.30
09/16/2022	MDC	confer with Gal Betesh on discovery issues	0.30
	GB	Meeting with MDC regarding discovery and case status. Emails with City regarding documents responsive to Plaintiff's Supplemental Request for Production. Emails with opposing counsel regarding deposition of City employees and maternity leave. Legal research of rule 2.570.	0.70
09/19/2022	GB	Emails with City regarding discovery. Telephone conference calls with City regarding discovery. Emails with opposing counsel regarding extension of time to respond to discovery. Reviewed documents provided by City in responses to discovery. Prepared for Lex Eugene's deposition.	3.90
09/20/2022	GB	Prepared for and participated in Lex Eugene's deposition. Telephone conference call with attorney Kaufer regarding Lex Eugene's deposition, discovery and Motion for Summary Judgment. Emails with City employees regarding Plaintiff's requested depositions.	2.00
09/21/2022	GB	Telephone conference call with Chief of Police. Email to opposing counsel regarding depositions of Chief DiGiulio, Chief Gregory and Interim City Manager, James Stables.	0.40
09/22/2022	GB	Began reviewing emails from City in response to Plaintiffs' Supplemental Request for Production.	5.50
09/28/2022	GB	Continued reviewing emails from City in response to Plaintiff's Supplemental Request for Production.	2.40
09/29/2022	GB	Continued reviewing emails in response to Plaintiff's supplemental request for production.	2.00

adv. Readon, Jayden, Estate of (police chase)

	HOURS	
FOR CURRENT SERVICES RENDERED	18.80	4,230.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.30	$225.00	$67.50
GAL BETESH	18.50	225.00	4,162.50

TOTAL CURRENT WORK	4,230.00
BALANCE DUE	$4,230.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905310
STATEMENT NO: 44015

Attn: Lynn Swanson

adv. Philson, Tammi A.
(Personal Injury-Carolyn Sims Center)

MDC

Billing Category: 18 - RLO
Claim #001470000440GB

			HOURS	
09/16/2022	GB	Legal research regarding open and obvious negligent cases in parking lots and motions of summary judgment. Meeting with MDC regarding case status and strategy moving forward.	2.00	
09/20/2022	GB	Reviewed Plaintiff's medical records and created a chart summarizing records.	4.00	
09/27/2022	GB	Drafted and filed notice of unavailability.	0.20	
09/29/2022	GB	Telephone conference call with opposing counsel regarding intent to serve subpoenas on medical providers. Legal research research regarding whether subpoenas are to be attached to notice of intent and legal research regarding should last 4 digits of social security number be redacted.	0.30	
		FOR CURRENT SERVICES RENDERED	6.50	1,462.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	6.50	$225.00	$1,462.50

Photocopies	
TOTAL CURRENT WORK	1,462.50
BALANCE DUE	$1,462.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905375
STATEMENT NO: 44018

Attn: Lynn Swanson

adv. Geraci, Sanford and Meredith Geraci, John
(Confrontation/Police Officer)

Billing Category: 18 - RLO
Claim #19757010

			HOURS	
09/16/2022	GB	Meeting with MDC regarding case status.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	22.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.10	$225.00	$22.50

TOTAL CURRENT WORK	22.50
BALANCE DUE	$22.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905392
STATEMENT NO: 44019

Attn: Lynn Swanson

adv. Alves Fernandes, Bruno Henrique (MVA)

Billing Category: 18 - RLO
Claim #19762606

			HOURS	
09/06/2022	GB	Drafted agreed order granting Motion to Continue Certain Trial Deadlines. Email proposed agreed order to opposing counsel.	0.40	
09/08/2022	GB	Received, reviewed and filed Affidavit of Service of Cross Claim.	0.10	
09/16/2022	GB	Meeting with MDC regarding case status and strategy moving forward.	0.10	
09/23/2022	GB	Drafted and filed Notice of Unavailability.	0.20	
09/27/2022	GB	Received and reviewed Motion to Quash Service. Legal research to draft Response in Opposition to Motion to Quash Service. Drafted first draft of Response in Opposition to Motion to Quash Service.	4.00	
		FOR CURRENT SERVICES RENDERED	4.80	1,080.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	4.80	$225.00	$1,080.00

Photocopies

09/07/2022	Service Process Compass Investigations	165.00
09/30/2022	Service Process Compass Investigations	165.00
	Service Process	330.00
	TOTAL ADVANCES THRU 09/30/2022	330.00
	TOTAL CURRENT WORK	1,410.00
	BALANCE DUE	$1,410.00

adv. Alves Fernandes, Bruno Henrique (MVA)

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
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Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905403
STATEMENT NO: 44020

Attn: Lynn Swanson

adv. Quigley, Theresa (Trip and Fall)

Billing Category: 18 - RLO
Claim #20180501-01

MDC

			HOURS	
09/01/2022	GB	Received and reviewed Ferrovial's Answers to Insurance Interrogatories. Drafted letter to Judge enclosing Agreed Order on the City's Motion for Continuance of Certain Trial Deadlines. Email to Ferrovial regarding insurance information.	0.60	
09/02/2022	GB	Prepared for and attended Plaintiff's deposition.	4.00	
09/14/2022	GB	Drafted Request for Admission to Defendant, FDOT.	1.10	
09/15/2022	GB	Received and reviewed FDOT's response to City's Requests for Admission. Emails with City and Tristar regarding responses.	0.30	
09/16/2022	GB	Meeting with MDC regarding case status and strategy moving forward.	0.10	
09/23/2022	GB	Received and reviewed Defendant FDOT's Motion for Summary Judgment.	0.30	
09/27/2022	GB	Drafted and filed notice of unavailability.	0.20	
09/28/2022	GB	Drafted Notice of Joinder to Defendants' Motion for Summary Judgment.	0.30	
09/30/2022	GB	Drafted and filed request for copies for subpoenas to medical providers.	0.30	
		FOR CURRENT SERVICES RENDERED	7.20	1,620.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	7.20	$225.00	$1,620.00

Photocopies

09/23/2022		Depo Esquire Deposition Solutions, LLC	505.75
		Depo	505.75

CITY OF BOYNTON BEACH

10/04/2022

ACCOUNT NO: 306-9905403

STATEMENT NO: 44020

adv. Quigley, Theresa (Trip and Fall)

TOTAL ADVANCES THRU 09/30/2022	505.75
TOTAL CURRENT WORK	2,125.75
BALANCE DUE	$2,125.75

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905421
STATEMENT NO: 44021

Attn: Lynn Swanson

adv. McFadden, Patrick (K9 Injuries)

MDC

Billing Category: 18 - RLO
Claim #19779868

			HOURS	
09/12/2022	GB	Email to Sohn's counsel regarding Renewed Motion to Tax Costs. Email to City enclosing renewed motion to tax costs for signature.	0.20	
09/13/2022	GB	Telephone conference call with City regarding Renewed Motion to Tax Costs. Emails with City regarding Renewed Motion to Tax Costs. Emails with opposing counsel regarding Renewed Motion to Tax Costs. Drafted letter to McFadden enclosing Renewed Motion to Tax Costs.	0.70	
09/15/2022	GB	Telephone conference call with Plaintiff regarding Renewed Motion to Tax Costs.	0.30	
09/16/2022	GB	Finalized Renewed Motion to Tax Costs to get it ready for filing. Meeting with MDC regarding case status and strategy moving forward.	0.30	
09/22/2022	GB	Email with Tristar regarding case status.	0.10	
09/27/2022	GB	Legal research notice of unavailability in federal court. Began drafting notice of unavailability.	0.30	
09/30/2022	GB	Drafted and filed notice of unavailability.	0.30	
		FOR CURRENT SERVICES RENDERED	2.20	495.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	2.20	$225.00	$495.00

Photocopies

09/13/2022	Fed Ex Federal Express	20.06
09/16/2022	Fed Ex Federal Express	19.19
	Fed Ex	39.25

adv. McFadden, Patrick (K9 Injuries)

TOTAL ADVANCES THRU 09/30/2022	39.25
TOTAL CURRENT WORK	534.25
BALANCE DUE	$534.25

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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3099 East Commercial Boulevard
Suite 200
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905423
STATEMENT NO: 44022

Attn: Lynn Swanson

adv Mata Chorwadi Inc - Homing Inn Federal Lawsuit

MDC

Billing Category: 18 - RLO
Claim #19780873

			HOURS
09/06/2022	GB	Meeting with MDC regarding settlement offer to Plaintiff. Email to opposing counsel regarding settlement.	0.20
09/08/2022	MDC	review order from 11th circuit on issues to address at oral argument; review cases and issues listed by the court	1.80
	GB	Received and reviewed additional points to prepare for oral arguments. Email with opposing counsel regarding settlement. Discussion with MDC regarding additional points to prepare for oral arguments.	0.30
09/09/2022	HN	Review of case law cited in the court's order as to jurisdiction of the federal court. Email exchange with MDC. Sent MDC legal analysis. Research as to whether code enforcement is akin to a criminal prosecution. Review of federal and state cases. Review of City of Dekalb memorandum of law from pacer. Email to MDC with case law and briefs.	2.50
	MDC	prepare for oral argument (review briefs and record; review cases and organize outline for hearing)	2.10
	GB	Email to opposing counsel revoking settlement offer.	0.10
09/10/2022	MDC	continue preparing for oral argument, research standing issues and review record re: 11th circuit court orders for OA	1.30
09/11/2022	MDC	Continue preparing for oral argument	4.50
09/12/2022	MDC	continued preparation for oral argument	0.30
09/13/2022	MDC	review materials, prepare for 9/14 oral argument	4.90
09/14/2022	MDC	review materials, continue to prepare for and attend oral argument at 11th Circuit	5.30
09/15/2022	MDC	additional research and review of case law and authority per 11th circuit direction	1.50
09/16/2022	SHB	Review court docket and pleadings for circuit appeal and discuss federal oral argument matters with MDC.	1.60
	MDC	continue research on 28(j) letter, review oral argument for parameters of requested supplemental authority	0.50

CITY OF BOYNTON BEACH

ACCOUNT NO: 306-9905423
STATEMENT NO: 44022

adv Mata Chorwadi Inc - Homing Inn Federal Lawsuit

			HOURS	
09/21/2022	MDC	additional research for federal court request for additional authority	0.30	
09/22/2022	MDC	continue researching and review of cases, preparing of Rule 28(j) letter	1.40	
09/23/2022	MDC	continue researching for Rule 28(j) letter, and review cases; revise letter	1.00	
09/27/2022	MDC	finalize and file Rule 28j letter per court direction	0.30	
09/29/2022	MDC	review Rule 28j letter submitted by Homing Inn counsel	0.30	
		FOR CURRENT SERVICES RENDERED	30.20	6,795.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	25.50	$225.00	$5,737.50
HEATHER NEEDELMAN	2.50	225.00	562.50
GAL BETESH	0.60	225.00	135.00
SHANA H. BRIDGEMAN	1.60	225.00	360.00

Photocopies	
TOTAL CURRENT WORK	6,795.00
BALANCE DUE	$6,795.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
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10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905444
STATEMENT NO: 44027

Attn: Lynn Swanson

adv. Estella, Jean (MVA)

Billing Category: 18 - RLO
Claim #19798151

MDC

			HOURS	
09/01/2022	GB	Received and reviewed Order Granting Motion to Compel discovery.	0.20	
09/08/2022	GB	Finalized and filed Motion to Continue Certain Trial Deadlines. Drafted and sent letter to Estella enclosing proposed order granting Motion to Continue Certain Trial Deadlines or providing dates for hearing on Motion. Telephone conference call with Estella's daughter regarding discovery.	1.00	
09/09/2022	GB	Telephone conference call with Plaintiff's wife regarding lawsuit.	0.30	
09/12/2022	GB	Left voicemail and sent email to Estella's estate attorney. Telephone conference call with attorney for Estella's estate regarding dismissal. Email to attorney for Estella's estate memorializing phone conversation.	0.60	
09/16/2022	GB	Meeting with MDC regarding case status. Updated RLO chart to reflect current status.	0.20	
09/27/2022	GB	Emails with Estella's estate attorney regarding motion to show cause. Telephone conference call with MDC regarding motion to show cause.	0.30	
09/30/2022	GB	Drafted and filed notice of unavailability.	0.30	
		FOR CURRENT SERVICES RENDERED	2.90	652.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	2.90	$225.00	$652.50

Photocopies

08/29/2022	Fed Ex Federal Express	19.07
09/02/2022	Fed Ex Federal Express	19.07
09/08/2022	Fed Ex Federal Express	19.35
	Fed Ex	57.49

adv. Estella, Jean (MVA)

TOTAL ADVANCES THRU 09/30/2022	57.49
TOTAL CURRENT WORK	709.99
BALANCE DUE	$709.99

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905492
STATEMENT NO: 44031

Attn: Lynn Swanson

adv. Flake, Natalie (MVA)

Billing Category: 18 - RLO
Claim #20818346

			HOURS	
09/14/2022	GB	Received and reviewed documents produced by Plaintiff's car insurance in response to subpoena.	1.60	
09/19/2022	GB	Emails with Tristar and City regarding trial date.	0.10	
09/22/2022	GB	Emails with opposing counsel regarding mediation. Telephone conference call and emails with City regarding mediation. Drafted, filed and served Notice of Compliance with request for copies of Farmer's documents.	0.60	
09/23/2022	GB	Drafted and filed Notice of Unavailability.	0.20	
		FOR CURRENT SERVICES RENDERED	2.50	562.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	2.50	$225.00	$562.50

TOTAL CURRENT WORK 562.50

BALANCE DUE $562.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

10/04/2022
ACCOUNT NO: 306-9905549
STATEMENT NO: 44033

Attn: Lynn Swanson

adv Federick, Carolyn
Personal Injuries – Trip and Fall Sidewalk Injuries

Billing Category: 18 - RLO
Claim #21851368

MDC

			HOURS	
09/06/2022	GB	Telephone conference call and email to opposing counsel regarding proposed order granting Plaintiff's counsel motion to withdraw.	0.20	
09/09/2022	GB	Email to opposing counsel regarding submittal of order granting Plaintiff's counsel Motion to Withdraw.	0.10	
09/13/2022	GB	Emails with opposing counsel regarding order granting motion to withdraw.	0.10	
09/16/2022	GB	Meeting with MDC regarding case status and strategy moving forward.	0.10	
09/23/2022	GB	Drafted and filed Notice of Unavailability.	0.20	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.70	$225.00	$157.50

Photocopies	
TOTAL CURRENT WORK	157.50
BALANCE DUE	$157.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905561
STATEMENT NO: 44035

Attn: Lynn Swanson

adv Norwood, Michael (Slip and Fall accident 3/4/2021)

mnc

Billing Category: 18 - RLO
Claim #21859966

			HOURS	
09/14/2022	GB	Reviewed Plaintiff's response to discovery.	1.60	
09/15/2022	GB	Continued reviewed Plaintiff's responses to discovery. Email to opposing counsel regarding incomplete answers to interrogatories. Drafted subpoenas to medical providers. Drafted Notice of Intent to Subpoena Non Parties.	2.00	
09/16/2022	GB	Received and reviewed videos from Plaintiff in response to City's request for production. Emails with opposing counsel regarding video.	0.40	
09/20/2022	GB	Emails with opposing counsel regarding supplemental responses to discovery. Received and reviewed supplemental responses to discovery.	0.30	
09/27/2022	GB	Drafted and filed notice of unavailability.	0.20	
		FOR CURRENT SERVICES RENDERED	4.50	1,012.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	4.50	$225.00	$1,012.50

Photocopies	
TOTAL CURRENT WORK	1,012.50
BALANCE DUE	$1,012.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905592
STATEMENT NO: 44038

Attn: Lynn Swanson

adv. Barth, Margaret

Billing Category: 18 - RLO
Claim #21870612

			HOURS	
09/06/2022	GB	Reviewed file and drafted email to Tristar providing status update.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	45.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.20	$225.00	$45.00

TOTAL CURRENT WORK	45.00
BALANCE DUE	$45.00

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905593
STATEMENT NO: 44039

Attn: Lynn Swanson

v. Perez, Daniel (Subrogation)

Billing Category: 18 - RLO
Claim #20802719

			HOURS	
09/28/2022	GB	Reviewed file for status update. Email to City and Tristar regarding status.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905594
STATEMENT NO: 44040

Attn: Lynn Swanson

FDOT- GCME Water Main Damage

MOC

Billing Category: 18 - RLO
Claim #21870606

			HOURS	
09/09/2022	GB	Received and reviewed Collier Engineering's insurance policy. Email to City and Tristar regarding Collier Engineering's insurance policy. Email to counsel for Collier Engineering regarding claim and insurance policy.	1.00	
09/12/2022	GB	Drafted letter to Collier Engineering's insurance company regarding claim.	1.10	
09/13/2022	GB	Email to Collier Engineering insurance regarding claim number.	0.10	
	GB	Emails with City regarding commission approval of AECOM task order. Drafted letter in response to GCME's insurance August 30, 2022 letter requesting information to evaluate claim. Reviewed filed and gathered all documents to support claim and damages to be sent to GCME's insurance. Emails GCME's insurance adjuster letter and supporting documents.	2.60	
09/14/2022	GB	Telephone conference call with City regarding strategy moving forward. Emails with GCME's insurance adjuster regarding the City's claim. Emails with City and Tristar regarding communications with GCME's insurance adjuster.	0.80	
		FOR CURRENT SERVICES RENDERED	5.60	1,260.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	5.60	$225.00	$1,260.00

TOTAL CURRENT WORK	1,260.00
BALANCE DUE	$1,260.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905633
STATEMENT NO: 44044

Attn: Lynn Swanson

v. Beeline Telekom-Damage to Watermain

Category 18
RLO

			HOURS	
09/09/2022	GB	Legal research regarding the consequences of failing to provide insurance information pursuant to § 627.4137.	3.00	
09/12/2022	GB	Began drafting Complaint. Meeting with MDC regarding Risk Manager's request that a complaint be filed. Telephone conference call with City regarding authority to file a Complaint. Email to Risk Manager regarding request that a complaint be filed.	0.60	
09/13/2022	GB	Telephone conference call with City regarding strategy moving forward. Emails with City regarding strategy moving forward.	0.40	
09/15/2022	GB	Drafted demand letter to Beeline. Email to City enclosing demand letter for review.	1.10	
09/16/2022	GB	Finalized demand letter to Beeline and sent out via fedex.	0.30	
		FOR CURRENT SERVICES RENDERED	5.40	1,215.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	5.40	$225.00	$1,215.00

MDC

Photocopies

09/16/2022	Fed Ex Federal Express	19.79
09/16/2022	Fed Ex Federal Express	19.19
	Fed Ex	38.98
	TOTAL ADVANCES THRU 09/30/2022	38.98
	TOTAL CURRENT WORK	1,253.98

v. Beeline Telekom-Damage to Watermain

BALANCE DUE	$1,253.98

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905652
STATEMENT NO: 44049

Attn: Lynn Swanson

adv. Joshua Bernstein (MVA)

Billing Category No. 18 - RLO

			HOURS	
09/01/2022	GB	Received and reviewed additional documents for claim.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/04/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905655
STATEMENT NO: 44051

Attn: Lynn Swanson

v. Yordi Cardona (MVA)

Billing Category No. 18 - RLO

			HOURS	
09/15/2022	GB	Received and reviewed new claim documents.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.30	$225.00	$67.50

TOTAL CURRENT WORK	67.50
BALANCE DUE	$67.50

MAC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

10/05/2022

CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach FL 33435

ACCOUNT NO: 306-9905651
STATEMENT NO: 44087

Attn: Lynn Swanson

adv. Moodie Clovis (Sewer Backup Claim)

Billing Category No. 18 - RLO

			HOURS	
09/01/2022	GB	Reviewed new file documents.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
GAL BETESH	0.30	$225.00	$67.50

TOTAL CURRENT WORK 67.50

BALANCE DUE $67.50

MJDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

J O N E S F O S T E R

P.O. Box 3475
West Palm Beach, FL 33402-3475

505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401

Tax I.D. 59-1292566

561 659 3000 T
jonesfoster.com

September 30, 2022
Invoice No. 258514
File No. 29049.00002 TJB

City of Boynton Beach
c/o Michael D. Cirullo, Jr.
100 E Ocean Ave
Boynton Beach, FL 33435

City of Boynton Beach v. JKM BTS Capital LLC

REMITTANCE COPY

TOTALS FOR THIS STATEMENT

	RATE/HR.	HOURS	AMOUNT
JOANNE M. OCONNOR	350.00	1.60	$560.00
MINDY HALLEY	90.00	1.10	$99.00
THOMAS J. BAIRD	350.00	6.30	$2,205.00

TOTAL FEES THIS INVOICE	$2,864.00
TOTAL CHARGES THIS INVOICE	**$2,864.00**
PREVIOUS BALANCE	$0.00
TOTAL ACCOUNT BALANCE	**$2,864.00**

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.

PAYMENTS RECEIVED AFTER THE PREPARATION OF THIS INVOICE WILL NOT BE REFLECTED. IF AN UNPAID PRIOR BALANCE IS DISPLAYED ABOVE AND YOU HAVE RECENTLY REMITTED PAYMENT, PLEASE PAY ONLY THE CURRENT INVOICE CHARGES.

THANK YOU

DUE UPON RECEIPT

J O N E S F O S T E R

P.O. Box 3475
West Palm Beach, FL 33402-3475

505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401

Tax I.D. 59-1292566

561 659 3000 T
jonesfoster.com

September 30, 2022
Invoice No. 258514
File No. 29049.00002 TJB

City of Boynton Beach
c/o Michael D. Cirullo, Jr.
100 E Ocean Ave
Boynton Beach, FL 33435

City of Boynton Beach v. JKM BTS Capital LLC

TOTALS FOR THIS STATEMENT

	RATE/HR.	HOURS	AMOUNT
JOANNE M. OCONNOR	350.00	1.60	$560.00
MINDY HALLEY	90.00	1.10	$99.00
THOMAS J. BAIRD	350.00	6.30	$2,205.00

TOTAL FEES THIS INVOICE	$2,864.00
TOTAL CHARGES THIS INVOICE	**$2,864.00**
PREVIOUS BALANCE	$0.00
TOTAL ACCOUNT BALANCE	**$2,864.00**

FOR PROFESSIONAL SERVICES RENDERED:

DATE	INDV	DESCRIPTION OF SERVICES	HOURS	AMOUNT
09/01/22	JMO	EMAILS RE REQUEST FOR PRE-APPLICATION MEETING	0.10	35.00
09/01/22	MSH	REVIEW LENGTHY TRIAL DOCKET AND CHECK STATUS OF UPCOMING TRIALS AS OUR CASE IS BACK-UP TO COMPLETE DOCKET.	1.00	90.00
09/01/22	TJB	RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM CITY ATTORNEY CIRULLO; REVIEW PRE-APP PACKET FOR TOWN SQUARE PROJECT; EMAIL CORRESPONDENCE TO CITY ATTORNEY CIRULLO; EXCHANGE EMAIL CORRESPONDENCE WITH DJ DOODY (2XS); REVIEW AMENDED VERIFIED COMPLAINT OF EL AGAINST JKM AND CITY (171 PAGES)	3.00	1,050.00
09/02/22	JMO	TEL CALL M CIRULLO, D DOODY, T BAIRD	0.50	175.00
09/02/22	TJB	RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM ATTORNEY MARKOW; TELEPHONE CONFERENCE WITH CITY ATTORNEYS RE JKM SA AND E2L'S AMENDED COMPLAINT; PREPARE EMAIL CORRESPONDENCE TO ATTORNEYS MARKOW & STEMPLER; RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM CITY ATTORNEY CIRULLO RE CHILLED WATER	1.00	350.00
09/06/22	JMO	REVIEW EMAIL FROM K MARKOW AND PROPOSED LIMITED WAIVER/RELEASE; EMAIL T BAIRD, D DOODY, M CIRULLO	0.20	70.00
09/07/22	MSH	CHECK TRIAL DOCKET STATUS.	0.10	9.00
09/07/22	TJB	EXCHANGE EMAIL CORRESPONDENCE WITH CITY ATTORNEY RE JKM'S PROPOSED LIMITED WAIVER AND RELEASE (2XS); EXCHANGE EMAIL CORRESPONDENCE WITH JKM;S LAWYERS RE THE LIMITED WAIVER & RELEASE	0.50	175.00
09/08/22	JMO	ATTENTION TO STATUS OF TRIAL DOCKET	0.20	70.00
09/08/22	TJB	EXCHANGE EMAIL CORRESPONDENCE WITH ATTORNEY MARKOW RE WAIVER & RELEASE (2XS)	0.20	70.00
09/09/22	TJB	RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM LYNN SWANSON RE SERVICE OF E2L'S AMENDED COMPLAINT (2XS); EXCHANGE EMAIL CORRESPONDENCE WITH CITY ATTORNEY CIRULLO (2XS) RE E2L'S AMENDED COMPLAINT	0.50	175.00

09/11/22	JMO	REVIEW E2L'S AMENDED COMPLAINT	0.40	140.00
09/14/22	TJB	TELEPHONE CONFERENCE WITH CITY ATTORNEYS RE COORDINATION OF THE SETTLEMENT AGREEMENT	0.50	175.00
09/19/22	TJB	PREPARATION FOR AND ARGUE MOTION TO CONTINUE TRIAL; EMAIL CORRESPONDENCE TO CITY ATTORNEY CIRULLO	0.50	175.00
09/30/22	JMO	EMAILS RE STATUS CALL	0.20	70.00
09/30/22	TJB	RECEIPT AND REVIEW OF EMAIL FROM ATTORNEY CIRULLO REGARDING CONFERENCE CALL AND REPLY	0.10	35.00
		TOTAL HOURS	9.00	

Marrero & Wydler

Douglas Centre, PH-4
2600 Douglas Road
Coral Gables, FL 33134

October 14, 2022

TAX I.D. 03-0486999

Telephone: 305-446-5528
Fax: 305-446-0995

Julie Oldbury, Director of Human Resources and Risk Manageme
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beaach, FL 33435

Invoice No. 4379

In Reference To: Smith, J. v. Shaun James, et al.
Our File No.: 39-7995

Professional Services

			Hours	Amount		Amount
9/7/2022	LW	Draft interrogatories and request for production to Plaintiff	1.50	$210.00		$210.00
9/20/2022	LW	Rec and rev e-mail from Ann Breeden re new date for initial disclosures; rec and rev response from Nicole Sauvola-LaMay	0.20	$28.00		$28.00
9/21/2022	LW	Review file re Rule 26 disclosures	0.80	$112.00		$112.00
	LW	Rec and rev e-mail exchange re date for Rule 26 disclosures	0.20	$28.00		$28.00
9/22/2022	LW	Draft Rule 26 disclosures	2.00	$280.00		$280.00
	AFD	Review file re develop discovery strategy	0.50	$60.00		$60.00
9/29/2022	LW	Rec and rev Defendant, Berben's Initial Rule 26 Disclosures.	0.30	$42.00		$42.00
9/30/2022	LW	Review/revise Rule 26 disclosures	0.40	$56.00		$56.00
	GL	Draft public records requests to Palm Beach County Sheriff's office and Palm Beach County State Attorney's office	0.40	$30.00		$30.00
	For professional services rendered				**6.30**	**$846.00**
	Previous balance					**$8,892.50**
	Balance due					$9,738.50

Timekeeper Summary

Name	Hours	Rate
Andrei F. Dambuleff	0.50	120.00

Name	Hours	Rate
Guertty Lopez	0.40	75.00
Lourdes E. Wydler	5.40	140.00

PLEASE MAKE CHECKS PAYABLE TO MARRERO & WYDLER

OLDS & STEPHENS, P.A.
312 Eleventh Street
P. O. Box 4523
West Palm Beach, FL 33401

Invoice submitted to:
Julie Oldbury, IPMA-SCP, CLRP
Director of Human Resources and
Risk Management
Human Resources and Risk
Management
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435

October 05, 2022
In Reference To: Client/Insured: Boynton Beach
Claimant: Smith
Claim No.:
Date/Loss:

Invoice # 10181

TAXPAYER I.D. NO.:
65-0385869

Professional Services

			Hrs/Rate	Amount
9/14/2022	DS	Worked on strategy for discovery and trial	4.30 250.00/hr	1,075.00
9/15/2022	DS	Reviewed records from criminal case	3.90 250.00/hr	975.00
9/16/2022	DS	Continued reviewing and analyzing documents related to criminal case	3.50 250.00/hr	875.00
9/19/2022	DS	Worked on identifying witnesses and exhibits for Initial Disclosures	3.70 250.00/hr	925.00
9/20/2022	DS	Receipt and review of email from Ann Breeden re: Initial Disclosures and fact witnesses	0.10 250.00/hr	25.00
	DS	Receipt and review of email from Plaintiff's counsel re: initial disclosures and fact witnesses	0.10 250.00/hr	25.00

			Hrs/Rate	Amount
9/20/2022	DS	Receipt and review of second email from Ann Breeden re: disclosures and fact witnesses	0.10 250.00/hr	25.00
9/21/2022	DS	Responded to Plaintiff's counsel's email re: disclosures and fact witnesses	0.10 250.00/hr	25.00
	DS	Continued identifying witnesses and exhibits	2.80 250.00/hr	700.00
	DS	Receipt and review of email from Plaintiff's counsel re: disclosures in response to my email	0.10 250.00/hr	25.00
9/23/2022	DS	Worked on topics and strategy to discuss and use during Plaintiff's upcoming deposition	2.00 250.00/hr	500.00
9/26/2022	DS	Continued working on strategy for deposing Plaintiff	2.30 250.00/hr	575.00
9/28/2022	DS	Worked on identifying additional witnesses and exhibits that would defeat Plaintiff's false allegations re: planting of evidence	2.40 250.00/hr	600.00
9/29/2022	DS	Receipt, review, and analyzed Berben's Initial Disclosures	0.20 250.00/hr	50.00
9/30/2022	DS	Receipt and review of Shawn James' Initial Disclosures	0.20 250.00/hr	50.00
	DS	Receipt, review, and analysis of Plaintiff's Initial Disclosures	0.30 250.00/hr	75.00
	DS	Receipt, review, and analysis of Mark Sohn's Initial Disclosures	0.30 250.00/hr	75.00
	DS	Worked on client's Initial Disclosures	1.70 250.00/hr	425.00
	For professional services rendered		28.10	$7,025.00
	Previous balance			$4,925.00

		Amount
9/19/2022	Payment - thank you. Check No. #10168	($4,925.00)
	Total payments and adjustments	($4,925.00)
	Balance due	$7,025.00

User Summary

Name	Hours	Rate	Amount
DON STEPHENS	28.10	250.00	$7,025.00

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

October 07, 2022

Billed Through 09/30/2022

Invoice 72900 / EBJ 00281 42070

Via: claims@bbfl.us

City of Boynton Beach
P. O. Box 310
Boynton Beach, FL 33425

Regarding:
Shannon Thompson and Stanley Davis, Jr., for Estate of Stanley Davis III vs.
City of Boynton Beach (Tristar claim no.: 22874044)

FOR PROFESSIONAL SERVICES RENDERED:

09/13/2022	EBJ	Telephone conference with Chris Smith at FMIT regarding status update of threatened lawsuit as well as termination by City of Officer	0.40
09/22/2022	EBJ	Review correspondence from Julie Oldbury regarding attorney and information concerning Officer Sohn's employment arbitration	0.30
		Total Professional Services:	$157.50

Johnson, E. Bruce	0.70	225.00	$157.50

DISBURSEMENTS

09|30|2022	Printing and Imaging Services	0.70
	Total Expenses Advanced:	$0.70

Summary:

Total professional services	$157.50
Total expenses incurred	+$0.70
Total Amount Billed	$158.20
Less Pre-Paid Applied	$0.00
Please Pay this Amount	**$158.20**

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

October 20, 2022

Billed Through 09/30/2022

Invoice 73004 / JLH 00281 42094

Via: claims@bbfl.us

City of Boynton Beach
P. O. Box 310
Boynton Beach, FL 33425

Regarding:
Ultimate Bakery and Pastry, Inc. vs. City of Boynton Beach (22879963)

FOR PROFESSIONAL SERVICES RENDERED:

09/05/2022	JLH	Review Plaintiff's amended response in opposition to City's motion to dismiss; analysis of exhibits and new arguments raised to avoid dismissal	2.50
09/05/2022	JLH	Legal research regarding issues for City's reply memorandum	1.80
09/06/2022	JLH	Review September 5 correspondence from Peter Torocsik regarding status of public records response from City	0.30
09/06/2022	JLH	Review letter from counsel for Plaintiff and hearing package submitted to Judge Kastrenakes	0.60
09/06/2022	JLH	Compare Plaintiff's initial response to motion to dismiss filed on April 8 with Plaintiff's amended response filed on September 5; memo to file regarding issue outline for City's reply	1.20
09/06/2022	JLH	Letter to City representatives regarding Plaintiff's amended response to motion to dismiss	0.30
09/06/2022	MLJ	Legal research for City's reply memorandum	1.60
09/07/2022	JLH	Memo to file regarding assignment of court reporter for motion to dismiss hearing	0.10
09/07/2022	JLH	Prepare initial draft of reply memorandum supporting motion to dismiss and in opposition to initial response and amended response filed by Plaintiff	3.50
09/07/2022	MLJ	Review and analyze Requests for Proposals for Restaurant Concessionaire for the Links Golf Course and Snack Bar Concessionaire for Oceanfront Park regarding the terms and conditions for the City's acceptance and award of the contracts; prepare additional argument section for City's Reply	1.20
09/08/2022	JLH	Revise and edit reply memorandum of law and letter to City representatives regarding review	2.00

09/08/2022	JLH	Review letter from Quentin Morgan regarding issuance of termination of proposal requests to vendors; follow-up telephone conference with Quentin Morgan regarding impact on motion to dismiss hearing	0.30
09/09/2022	JLH	Finalize Reply ; letter to Judge Kastrenakes regarding materials for September 14 hearing, recent case law, and reply memorandum	0.60
09/09/2022	JLH	Telephone conference with Quentin Morgan regarding strategy associated with hearing and delayed issuance of notices terminating City's requests for proposals	0.30
09/09/2022	JLH	Review letter from court reporter confirming in person appearance on September 14	0.10
09/09/2022	JLH	Letter to Quentin Morgan regarding materials submitted to Judge Kastrenakes	0.10
09/13/2022	JLH	Review letters regarding special arrangements for hearing on September 14	0.30
09/13/2022	JLH	Prepare for hearing on City's motion to dismiss	2.80
09/13/2022	MLJ	Review correspondence from Kathleen Daly, Esq., regarding the parties' upcoming hearing	0.10
09/13/2022	MLJ	Prepare correspondence to Kathleen Daly, Esq., regarding the parties' hearing and obtaining a court reporter	0.10
09/14/2022	JLH	Attendance at hearing on City's motion to dismiss; prepare litigation notes regarding order granting motion to dismiss; meeting with counsel for Plaintiff regarding content of proposed order and Plaintiff's potential appeal	4.50
09/14/2022	JLH	Telephone conference with Quentin Morgan regarding favorable results of hearing and litigation strategy	0.30
09/14/2022	JLH	Prepare proposed order granting motion to dismiss	0.60
09/14/2022	JLH	Telephone conference with counsel for Plaintiff regarding potential renewed settlement efforts	0.40
09/15/2022	JLH	Letter to counsel for Plaintiff regarding status of proposed order granting motion to dismiss; review responding letter regarding delayed response	0.30
09/15/2022	JLH	Letter to Judge Kastrenakes regarding City's submission of order and delayed response from Plaintiff	0.20
09/15/2022	JLH	Review letter from Peter Torocsik regarding results of September 14 hearing and settlement issues; letter to counsel for Plaintiff regarding improper communication from Peter Torocsik	0.70
09/15/2022	JLH	Review letter from counsel for Plaintiff regarding further delay relating to proposed order granting motion to dismiss and potential future litigation	0.10
09/15/2022	JLH	Review second letter from Peter Torocsik regarding threats of additional litigation and settlement options; follow-up letter to counsel for Plaintiff regarding unauthorized communications from represented individual	0.40
09/15/2022	JLH	Finalize submission to Judge Kastrenakes for entry of order granting motion to dismiss	0.20

09/15/2022	MLJ	Review and analyze correspondence from Kathleen Daly, Esq., regarding objection to City's proposed order	0.20
09/16/2022	JLH	Review September 16 order granting City's motion to dismiss	0.30
09/16/2022	JLH	Letter to Quentin Morgan regarding order granting City's motion to dismiss	0.30
09/20/2022	JLH	Telephone conference with Quentin Morgan regarding updated status of City's intention to terminate requests for proposals	0.30
09/20/2022	JLH	Review September 20, 2022 notices cancelling concessionaire vendor requests for Oceanfront Park and Links Golf Course snack bars	0.20
09/20/2022	JLH	Telephone conference with City representatives regarding issuance of notice to cease operations and vacate premises	0.50
09/20/2022	JLH	Database research regarding contact information for notices directed to Plaintiff and counsel for Plaintiff	0.50
09/20/2022	JLH	Prepare notice to cease operations and vacate premises of Links Golf Course	0.50
09/20/2022	JLH	Prepare notice to cease operations and vacate premises at Oceanfront Park	0.30
09/20/2022	JLH	Letter to City representatives regarding review of notices	0.10
09/20/2022	JLH	Review documents regarding 2021 extension agreements associated with Links Golf Course and Oceanfront Park; memo to file regarding termination of occupancy rights on December 1, 2021	0.40
09/21/2022	JLH	Review letter from Quentin Morgan regarding revisions to notices requiring Plaintiff to vacate the premises and posting of notice	0.30
09/21/2022	JLH	Review follow-up letter from City representatives regarding posting of notices to vacate	0.10
09/21/2022	MLJ	Legal research regarding conditions and procedural requirements for unlawful detained notices	1.20
09/21/2022	JLH	Revise and edit notices to vacate; follow-up letter to City representatives regarding potential issuance of notices on September 22 and separate posting of notices	0.50
09/22/2022	JLH	Letter to City representatives regarding status of review of notices to vacate and arrangements for posting	0.10
09/22/2022	JLH	Telephone conference with Julie Oldbury regarding issuance of notices on September 23; prepare memo to file	0.10
09/22/2022	JLH	Revise and edit notices to vacate and prepare for issuance on September 23	0.40
09/23/2022	JLH	Finalize and issuance of notices to vacate and to cease operations	0.10
09/23/2022	JLH	Review letter from Lynn Swanson confirming posting of notices on Golf Course premises and Oceanfront Park premises	0.30
09/23/2022	JLH	Review letter from Peter Torocsik regarding claim of defamation directed against Pinto and claim of intent to secure additional relief	1.10
09/23/2022	JLH	Review follow-up letter from Lynn Swanson and Michael Cirullo	0.10
09/23/2022	JLH	Preliminary legal research regarding assertion of claimed defamation	1.20

09/23/2022	JLH	Letter to City representatives regarding invalid claims asserted by Peter Torocsick against City and Pinto	0.30

	Total Professional Services:		$8,302.50
Hochman, J L	32.50	225.00	$7,312.50
Johnson, Melissa L.	4.40	225.00	$990.00

DISBURSEMENTS

09|14|2022	Jeffrey L. Hochman; Invoice # 09/14/2022; Travel Expenses & Tolls t/f West Palm Beach for Hearing on City's Motion to Dismiss	58.20
09|20|2022	Federal Express; Invoice # 788867811; Express Mail to Honorable Judge John Kastrenake, West Palm Beach, FL	11.33
09|30|2022	Printing and Imaging Services	169.05
09|30|2022	Postage Summary	4.56
	Total Expenses Advanced:	$243.14

Summary:

Total professional services	$8,302.50
Total expenses incurred	+$243.14
Total Amount Billed	$8,545.64
Less Pre-Paid Applied	$0.00
Please Pay this Amount	**$8,545.64**

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.
2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

October 20, 2022

Billed Through 09/30/2022

Invoice 73005 / JLH 00281 42303

Via: claims@bbfl.us

City of Boynton Beach
P. O. Box 310
Boynton Beach, FL 33425

Regarding:
Peter Torocsik vs. City of Boynton Beach

FOR PROFESSIONAL SERVICES RENDERED:

09/20/2022	JLH	Review notice from Peter Torocsik to preserve evidence	0.30
09/20/2022	JLH	Review letter from Peter Torocsik regarding public records lawsuit filed on September 19	0.10
09/20/2022	JLH	Letter to Kathleen Daly regarding recent communications from Torocsik related Ultimate Bakery litigation and request for assistance	0.30
09/20/2022	JLH	Preliminary review of public records complaint and extensive exhibits; memo to file regarding follow-up with City representatives regarding response and connection with Ultimate Bakery litigation	2.80
09/20/2022	JLH	Letter to City representatives regarding proposed conference call and litigation strategy	0.10
09/20/2022	JLH	Telephone conference with City representatives regarding engagement to defend against public records lawsuit, selection of City witnesses to serve during expedited hearing, and collection of City documents addressing history of requests and responses	0.50
09/20/2022	JLH	Review summons issued by Clerk	0.20
09/20/2022	JLH	Review letter from Peter Torocsik to Lynn Swanson regarding September 19 public records lawsuit	0.20
09/22/2022	JLH	Review summons served upon City of Boynton Beach	0.10
09/22/2022	JLH	Telephone conference with Julie Oldbury confirming engagement to respond to public records lawsuit	0.20
09/23/2022	DUJ	Legal research for City's proposed answer and defenses	1.80
09/23/2022	DUJ	Prepare initial draft of City's response to Complaint	2.10
09/24/2022	JLH	Follow-up legal research regarding City's defense based upon Plaintiff's failure to comply with section 119.12 and issue pre-suit notice	1.20

09/30/2022	JLH	Review initial letter and follow-up letter from Lynn Swanson regarding September 29 communications issued by Peter Torocsik; review lengthy emails	0.70
09/30/2022	JLH	Review letter from Lynn Swanson regarding designation of City representatives; prepare responding letter regarding conference call on October 6	0.30

Total Professional Services: $2,043.00

Johnson, Duchant	3.90	120.00	$468.00
Hochman, J L	7.00	225.00	$1,575.00

DISBURSEMENTS

09|30|2022	Printing and Imaging Services	63.00

Total Expenses Advanced: $63.00

Summary:

Total professional services	$2,043.00
Total expenses incurred	+$63.00
Total Amount Billed	$2,106.00
Less Pre-Paid Applied	$0.00
Please Pay this Amount	**$2,106.00**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409
Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: claims@bbfl.us
P.O. Box 310
Boynton Beach, FL 33425-0310

October 17, 2022
Bill No. 68454

CLIENT: City of Boynton Beach 032
MATTER: Geraci v. Zeller 19132

Adj: Julie Oldbury

BILL FOR FEES AND COSTS THROUGH 09/30/22

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
09/13/22	Review/Analyze Review prior correspondence, orders and the case management plan to calculate and adjust the new deadlines to be included in the Motion for Extension of Time for Pre-Trial Deadlines.	KEH	0.80
09/14/22	Preparation of e-mail to Judge Gillman re: courtesy copies of Notice of Hearing, Zeller's Motion to Dismiss, case law in support of same, Zeller's Reply to Plaintiffs' Response to Motion to Dismiss, and case law in support of same for upcoming special set hearing on the issue, pursuant to divisional instructions.	LHR	0.20
09/14/22	Draft/Revise Draft Motion for Extension of Time for Pre-Trial and Trial Deadlines by 120 Days, including the adjusted deadlines.	KEH	0.90
09/14/22	Receipt and review of e-mail from City Paralegal Lynn Swanson re: advising Matthew Zeller has been promoted and is now Assistant Chief of Police.	LHR	0.20
09/14/22	Receipt and review of e-mail from Asst. Chief Matt Zeller re: need for revision of Reply to Plaintiffs' Response to Motion to Dismiss.	LHR	0.20
09/16/22	Preparation of e-mail to Plaintiffs' counsel Eiss re: potential issues with upcoming special set hearing on Defendant Zeller's Motion to Dismiss as we may be called to trial in another matter next Tuesday.	LHR	0.20
09/19/22	Preparation of e-mail to Judge Gillman re: issues with upcoming special set hearing on Defendant Zeller's Motion to Dismiss Count IV of Plaintiffs' Complaint as we have been called to trial in another matter starting tomorrow, and requesting cancellation of hearing.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
09/20/22	Telephone conference with Judge Gillman re: need for cancellation of Thursday's Special Set Hearing on Zeller's Motion to Dismiss due to counsel being called to trial before Judge Feuer this week and requesting if Court will allow submission of proposed Agreed Order Cancelling Hearing as no time for a UMC hearing prior to special set date.	LHR	0.20
09/20/22	Second telephone conference with Judge Gillman re: advising we can submit proposed Agreed Order Cancelling Special Set Hearing on Zeller's Motion to Dismiss due to being called for trial this week in another matter, and confirming she has removed hearing from the calendar.	LHR	0.20
09/20/22	Preparation of e-mail to proposed Agreed Order Cancelling Special Set Hearing on Zeller's Motion to Dismiss.	LHR	0.20
09/20/22	Preparation of e-mail to Plaintiffs' counsel Chuck Eiss re: proposed Agreed Order to Cancel Special Set Hearing on Defendant Zeller's Motion to Dismiss as we have been called up to trial in another matter this week.	LHR	0.20
09/20/22	Receipt and review of email response from Plaintiffs' counsel Chuck Eiss re: no objection to proposed Agreed Order to Cancel Special Set Hearing on Defendant Zeller's Motion to Dismiss.	LHR	0.20
09/20/22	Correspondence to Judge Gillman re: proposed Agreed Order Cancelling Hearing on Defendant Zeller's Motion to Dismiss.	LHR	0.20
09/21/22	Receipt and review of Court's executed Agreed Order Cancelling Special Set Hearing on Zeller's Motion to Dismiss.	LHR	0.20
09/21/22	Receipt and review of e-mail from Asst. Chief Zeller re: requesting if he will be needed to attend upcoming special set hearing on Motion to Dismiss.	LHR	0.20
09/21/22	Preparation of email response to Asst. Chief Zeller re: advising upcoming special set hearing on Motion to Dismiss is being canceled due to being called to trial in another matter.	LHR	0.20
09/21/22	Receipt and review of second e-mail from Asst. Chief Zeller re: acknowledging and confirming upcoming special set hearing on Motion to Dismiss is being canceled due to being called to trial in another matter.	LHR	0.10

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
KEH	Katherine E. Herald, Associate	1.70	160.00	272.00
LHR	Lyman H. Reynolds, Jr., Partner	2.90	185.00	536.50
	Total Professional Services	**4.60**		**$808.50**

CURRENT BILL TOTAL AMOUNT DUE	**$ 808.50**
Balance Forward:	314.50
Payments & Adjustments:	-314.50
Total Due:	**$ 808.50**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **68454**
Bill Date: **October 17, 2022**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **19132**
Matter Name: **Geraci v. Zeller**

Total Professional Services		808.50
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**808.50**
Balance Forward:		314.50
Payments & Adjustments:		-314.50
Total Due:	**$**	**808.50**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$808.50**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409
Telephone (561)688-6560
Tax ID No. 65-0004867

Tristar Risk Management
Attn: Karen Klein
P.O. Box 2805
Clinton, Iowa 52733-2805

October 18, 2022
Bill No. 68540

CLIENT: Gallagher Bassett Services, Inc. 138
MATTER: Readon v. Boynton Beach 18187

Claim #001470-000396-AB-01

BILL FOR FEES AND COSTS THROUGH 09/30/22

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
09/16/22	Review/Analyze Notice of Unavailability by co-defendant City of Boynton Beach	SWK	0.10
09/19/22	Receipt and review of Betesh's Amended Notice of Unavailability.	SWK	0.10
09/19/22	Preparation for deposition of Lex Eugene, including review of transcripts from sentencing, jail phone calls, police reports, and preparation of outline of examination	SWK	1.90
09/19/22	Review/Analyze of file to determine relevant document in support of deposition of Lex Eugene on 9/20/22.	KLR	0.50
09/20/22	Attendance at deposition of Lex Eugene (via Zoom, witness appeared but deposition did not proceed as witness plead Fifth)	SWK	0.30
09/20/22	Telephone conferences with Gal Betesh, before and after Lex Eugene's deposition re discussing questions and plan for deposition and outcome of Eugene again pleading Fifth on strategy moving forward	SWK	0.60
09/21/22	Draft/Revise Mark Sohn's response to Plaintiff's Supplemental Request to Produce	AGB	0.70
09/29/22	Receipt and review of Plaintiff's Notice of Appearance.	SWK	0.10
09/30/22	Draft/Revise Correspondence with Karen Klein re outcome of deposition of Lex Eugene	SWK	0.60

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGB	Ann G. Breeden, Associate	0.70	160.00	112.00
KLR	Kathryn L. Reeves, Paralegal	0.50	110.00	55.00

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
SWK	Stephanie W. Kaufer, Partner	3.70	185.00	684.50
	Total Professional Services	**4.90**		**$851.50**

CURRENT BILL TOTAL AMOUNT DUE	**$**	**851.50**
Balance Forward:		111.00
Payments & Adjustments:		-111.00
Total Due:	**$**	**851.50**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **68540**
Bill Date: **October 18, 2022**
Client Code: **138**
Client Name: **Gallagher Bassett Services, Inc.**
Matter Code: **18187**
Matter Name: **Readon v. Boynton Beach**

Total Professional Services		851.50
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**851.50**
Balance Forward:		111.00
Payments & Adjustments:		-111.00
Total Due:	**$**	**851.50**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$851.50**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409
Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

October 18, 2022
Bill No. 68537

CLIENT: City of Boynton Beach 032
MATTER: Smith (Joseph) v. Sohn et al. 22369

Claim #

BILL FOR FEES AND COSTS THROUGH 09/30/22

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
09/02/22	Review/Analyze Records from Broward County Clerk of Courts pursuant to our Subpoena.	SWK	0.40
09/20/22	Communicate/Other External correspondence to all defense counsel regarding extending deadlines for fact witness disclosure and initial disclosures	AGB	0.10
09/20/22	Communicate/Other External correspondence to and from Ms. Sauvola-Lamay regarding extension to file initial disclosures	AGB	0.20
09/26/22	Review/Analyze Records from Palm Beach County Clerk of Courts pursuant to our Subpoena.	SWK	0.80

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
AGB	Ann G. Breeden, Associate	0.30	160.00	48.00
SWK	Stephanie W. Kaufer, Partner	1.20	185.00	222.00
	Total Professional Services	**1.50**		**$270.00**

DISBURSEMENTS

Date	Description	Amount
09/09/22	Outside Printing Invoice for Smith - Clerk of Court	74.00
09/09/22	Outside Printing Invoice for Smith - Palm Beach County Courthouse	46.50
	Total Disbursements	**$120.50**

CURRENT BILL TOTAL AMOUNT DUE	**$ 390.50**
Balance Forward:	242.50
Payments & Adjustments:	-242.50
Total Due:	**$ 390.50**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **68537**
Bill Date: **October 18, 2022**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **22369**
Matter Name: **Smith (Joseph) v. Sohn et al.**

Total Professional Services		270.00
Total Disbursements		120.50
CURRENT BILL TOTAL AMOUNT DUE	**$**	**390.50**
Balance Forward:		242.50
Payments & Adjustments:		-242.50
Total Due:	**$**	**390.50**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$390.50**

Law Office of Malinda Hayes

INVOICE

378 Northlake Blvd. #218
North Palm Beach, FL 33408

Invoice # 554
Date: 10/18/2022
Due On: 11/30/2022

City of Boynton Beach (c/o Gal Batesh, Gorden Cherof)
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

City of Boynton Beach (c/o Gal Batesh, Gorden Cherof)

Quantum Park POA Adversary Proceeding Defense

Type	Date	Notes	Quantity	Rate	Discount	Total
Service	08/15/2022	Prepare and electronically upload Notice of Appearance	0.10	$375.00	-	$37.50
Service	08/18/2022	Prepare and electronically upload Notice of Substitution of Counsel (NO CHARGE)	0.10	$375.00	100.0%	$0.00
Service	09/08/2022	Receipt, review of Order Dismissing QPODD from the Adversary Case (NO CHARGE)	0.10	$375.00	100.0%	$0.00
Service	09/20/2022	Settlement communications with Gilbert specific to CBB; prepare detailed analysis of regarding settlement offer and status update	0.30	$375.00	-	$112.50
Service	09/26/2022	Receipt, review and analysis of letter to Attny. Cirullo re expiration of Overlay District; communications with Attny. Cirullo and Attny. Sutphen re Dismissal of QPODD from Adversary Case	1.00	$375.00	-	$375.00
Service	09/26/2022	Receipt, review and analysis of Agreed Ex Parte Motion to Dismiss QPODD, note technical deficiency, email client and Ms. Sutphen re same	0.20	$375.00	-	$75.00
Service	09/28/2022	Receipt, review and analysis of Notice of Hearing on Motion to Dismiss QPODD from Adversary Case (NO CHARGE)	0.10	$375.00	100.0%	$0.00
Service	09/30/2022	1/5 Share of Group Invoice 549 (services rendered July 29, 2022 through September 30, 2022)	1.00	$1,893.75	-	$1,893.75
					Line Item Discount Subtotal	**-$112.50**
					Total	**$2,493.75**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
554	11/30/2022	$2,493.75	$0.00	$2,493.75
			Outstanding Balance	**$2,493.75**
			Total Amount Outstanding	**$2,493.75**

Please make all amounts payable to: Law Office of Malinda Hayes

Please pay within 43 days.

LEWIS LONGMAN WALKER

360 South Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
Tel 561-640-0820
Fax 561-640-8202
Tax ID No. 65-0500793

City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

October 13, 2022
Invoice No. TWD-149211

CLIENT: 3772 - CITY OF BOYNTON BEACH
Re: 003 Town Square Development Agreement

Date		Services	Hours	Amount
09/09/22	TWD	Receive and review correspondence from M. Cirullo regarding retention and next steps; follow up with K. Rossmell regarding same.	0.40	142.00
09/10/22	TWD	Telephone conference with T. Penserga; follow up with K. Rossmell regarding same.	0.30	106.50
09/12/22	TWD	Work session with K. Rossmell regarding strategy; prepare for and attend telephone conference with D. Doody and M. Cirullo regarding same.	0.70	248.50
09/12/22	KBR	Review and analyze documents provided including master plan, pre-application summary, site plan, and others; various coordination with office concerning document organization.	0.60	165.00
09/13/22	KBR	Attention to preparation and organization of documents provided.	0.40	110.00
09/14/22	TWD	Receive and review correspondence form M. Cirullo regarding materials to be submitted, strategy regarding same; follow up.	0.20	71.00
09/14/22	KBR	Telephone conference with T. Duhy regarding follow up communication with M. Cirullo and K. Marco; telephone conference with K. Marco; receive and review email communication from D. Doody concerning Time Equity proposal.	0.60	165.00
09/15/22	KBR	Various email correspondence concerning meeting with Time Equity counsel; coordinate with T. Duhy concerning same.	0.40	110.00

Date		Services	Hours	Amount
09/19/22	TWD	Receive and review correspondence from M. Lynn; follow up with K. Rossmell regarding communication with same.	0.20	71.00
09/19/22	KBR	Review and analyze various Development Agreement documents; telephone conference with City staff concerning applications for site development; email communication with T. Duhy concerning coordination with Time Equity.	2.10	577.50
09/20/22	KBR	Email communication and telephone conference with M. Lynn regarding status of development proposals; follow up email communication with M. Cirullo and D. Doody concerning same.	0.60	165.00
09/21/22	KBR	Receive and review documents and correspondence from M. Lynn concerning drafts of development applications; initial review of same.	0.90	247.50
09/21/22	TWD	Work session with K. Rossmell regarding pending tasks and strategy regarding same; receive and review correspondence from M. Lynn regarding draft documents.	0.50	177.50
09/23/22	KBR	Telephone conference with M. Cirullo regarding next steps for negotiation of Development Agreement; receive and review email correspondence from M. Cirullo and attached notes regarding pre-application meeting.	0.40	110.00
09/23/22	TWD	Receive and review correspondence from L. Swanson regarding files; receive and review correspondence from M. Cirullo regarding notes from pre-application meeting.	0.40	142.00
09/30/22	TWD	Receive and review correspondence from K. Rossmell and M. Lynn regarding status of comments regarding submitted drafts; follow up.	0.30	106.50

Summary of Services

		Rate	Hours	Amount
TWD	Duhy, Tara W.	355.00	3.00	1,065.00
KBR	Rossmell, Kathryn B.	275.00	6.00	1,650.00
Total for Services			**9.00**	**$2,715.00**

Total for Services and Expenses	**$2,715.00**
Previous Balance	0.00
Payments Since Last Invoice	-0.00
Amount Due	**$2,715.00**

Invoice No. TWD-149211
Invoice Date: October 13, 2022
Client Code: 3772
Client Name: CITY OF BOYNTON BEACH
Matter Code: 003
Matter Name: Town Square Development Agreement

Total for Services and Expenses	**$2,715.00**
Previous Balance	0.00
Payments Since Last Invoice	-0.00
Amount Due	**$2,715.00**

Amount enclosed: _____

Please remit checks to:

Lewis, Longman & Walker, P.A.
PO Box 628742
Orlando, FL 32862-8742

For your convenience, we accept credit card and e-check payments online at:

http://www.llw-law.com/template/payment/

For billing questions, please contact our Billing Department at: (561) 640-0820.

LEWIS LONGMAN WALKER

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Tax ID No. 65-0500793

City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

October 13, 2022
Invoice No. TWD-149212

CLIENT: 3772 - CITY OF BOYNTON BEACH
Re: 004 Litgation - JKM Town Square

Date		Services	Hours	Amount
09/12/22	KBR	Review and analyze pleadings and initial review of documents provided and other materials; telephone conference with City attorneys concerning same; follow up initial strategy session; various coordination with office and legal team concerning matter administration and preparation for litigation.	2.30	632.50
09/19/22	TWD	Work session with K. Rossmell regarding status and strategy.	0.30	106.50
09/19/22	KBR	Review and analyze pleadings; telephone conference with M. Cirullo and D. Doody concerning litigation; work session with T. Duhy concerning same.	1.80	495.00
09/20/22	TWD	Work session with K. Rossmell regarding status of document review and strategy development; follow up regarding same.	0.30	106.50
09/27/22	KBR	Review and analysis of case history through documents provided.	0.90	247.50
09/30/22	KBR	Review litigation history and issues through documents provided; various email communications concerning meeting with litigation counsel to discuss same.	1.70	467.50

Summary of Services

		Rate	Hours	Amount
TWD	Duhy, Tara W.	355.00	0.60	213.00
KBR	Rossmell, Kathryn B.	275.00	6.70	1,842.50
Total for Services			**7.30**	**$2,055.50**

Total for Services and Expenses	**$2,055.50**
Previous Balance	0.00
Payments Since Last Invoice	-0.00
Amount Due	**$2,055.50**

Invoice No. TWD-149212
Invoice Date: October 13, 2022
Client Code: 3772
Client Name: CITY OF BOYNTON BEACH
Matter Code: 004
Matter Name: Litgation - JKM Town Square

Total for Services and Expenses	**$2,055.50**
Previous Balance	0.00
Payments Since Last Invoice	-0.00
Amount Due	**$2,055.50**

Amount enclosed: _____

Please remit checks to:

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Orlando, FL 32862-8742

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Tax ID No. 65-0500793

City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

October 13, 2022
Invoice No. TWD-149213

CLIENT: 3772 - CITY OF BOYNTON BEACH
Re: 005 Litgation - E2L Town Square

Date		Services	Hours	Amount
09/19/22	KBR	Review and analyze pleadings list; telephone conference with A. Petrick regarding E2L litigation matter; email communication with M. Cirullo and D. Doody regarding same.	0.30	82.50
09/20/22	KBR	Initial review of Complaint; strategize appropriate response and timing; coordinate with J. Woods regarding research to support Motion to Dismiss; review and analyze same; analyze potential affirmative defenses; review documents provided for same; coordinate with T. Duhy concerning strategy.	3.70	1,017.50
09/20/22	JMW	Research case law regarding elements of a contract for litigation; work session with K. Rossmell regarding same.	0.70	171.50
09/21/22	KBR	Review and analyze complaint exhibits, including Development Agreements; initial outline of Motion to Dismiss; various coordination with M. Cirullo, D. Doody, and office concerning meeting to discuss same; various coordination with office concerning related scheduling.	4.10	1,127.50
09/21/22	TWD	Work session with K. Rossmell regarding pending tasks and strategy regarding same; work session with K. Rossmell regarding Motion to Dismiss and Answer and strategy regarding same.	0.40	142.00
09/22/22	KBR	Coordinate with office concerning discussion with M. Cirullo and A. Petrick; additional drafting on Motion to Dismiss.	1.10	302.50

Date		Services	Hours	Amount
09/23/22	KBR	Telephone conference with M. Cirullo regarding Motion to Dismiss, Answer, and litigation strategy; draft Motion to Dismiss; coordination with office concerning files received; telephone conference with A. Cruz regarding litigation posture.	2.10	577.50
09/26/22	KBR	Draft Motion to Dismiss; review and analyze records for same; various case law and document research for same; coordinate with office concerning filing deadlines.	2.60	715.00
09/27/22	JMW	Further research and analyze legal requirements for elements of a contract.	0.30	73.50
09/27/22	KBR	Zoom conference with A. Petrick concerning litigation matter including general case facts, posture, deadlines, related matters, and prior discussions with City general counsel; draft motion to dismiss; email communication with A. Petrick concerning same; direction to J. Woods concerning research for same; review and analyze research provided.	2.60	715.00
09/27/22	ATP	Work session with K. Rossmell regarding Motion to Dismiss and emails regarding same.	1.30	448.50
09/28/22	KBR	Revise Motion to Dismiss; zoom conference with A. Petrick concerning same, additional relevant facts, related matters, and discussions with City general counsel; further draft and revise Motion to Dismiss; various email communications with A. Petrick concerning same.	1.80	495.00
09/28/22	ATP	Research and edit Motion to Dismiss and provide comments/edits to K. Rossmell for further incorporation.	4.80	1,656.00

Date		Services	Hours	Amount
09/29/22	KBR	Revise Motion to Dismiss; various email communication with A. Petrick regarding same; additional case law research for same; review and analyze local rules, administrative orders for filing and motion restrictions; coordination with office concerning finalizing and filing motion; telephone conference with M. Cirullo regarding filing; telephone conference and email communication with A. Petrick regarding next steps; email communication with A. Petrick and L. Wood regarding case management plan; follow up email correspondence with litigation team concerning filed document.	3.40	935.00
09/29/22	ATP	Review amended version of Motion to Dismiss, confer with K. Rossmell regarding same, confer with B. Pennington regarding filing of same.	3.20	1,104.00
09/30/22	LKW	Review file; prepare Agreed Case Management Plan; prepare Order Approving Agreed Case Management Plan and Order Setting Hearing; forward to counsel for review and revision.	1.10	236.50
09/30/22	KBR	Email communication with A. Petrick and L. Wood regarding case management plan.	0.20	55.00

Summary of Services

		Rate	Hours	Amount
TWD	Duhy, Tara W.	355.00	0.40	142.00
ATP	Petrick, Amy T.	345.00	9.30	3,208.50
KBR	Rossmell, Kathryn B.	275.00	21.90	6,022.50
LKW	Wood, Lisa K.	215.00	1.10	236.50
JMW	Woods, James M.	245.00	1.00	245.00
Total for Services			**33.70**	**$9,854.50**

Total for Services and Expenses	**$9,854.50**
Previous Balance	0.00
Payments Since Last Invoice	-0.00
Amount Due	**$9,854.50**

Invoice No. TWD-149213
Invoice Date: October 13, 2022
Client Code: 3772
Client Name: CITY OF BOYNTON BEACH
Matter Code: 005
Matter Name: Litgation - E2L Town Square

Total for Services and Expenses	**$9,854.50**
Previous Balance	0.00
Payments Since Last Invoice	-0.00
Amount Due	**$9,854.50**

Amount enclosed: _____

Please remit checks to:

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PO Box 628742
Orlando, FL 32862-8742

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Kopelowitz Ostrow Ferguson Weiselberg Gilbert
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Federal Tax I.D. No.: 65-0637822
www.kolawyers.com
Telephone: 954.525.4100
Facsimile: 954.525.4300

City of Boynton Beach
c/o City Attorney, Michael Cirullo Jr
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Client: 015589
Matter: 000001
Invoice #: 144226

RE: City of Boynton Beach - Arbitration of Mark Sohn

For Professional Services Rendered Through September 30, 2022

Total Services	$3,127.50
Total Current Charges	**$3,127.50**
TOTAL AMOUNT DUE	**$3,127.50**

Remittance Advice

Payment is due upon receipt. If payment in full is not received within 30 days, a finance charge of 1.2% (15% annually) may apply.

Check Payable To:

Kopelowitz Ostrow P.A.
Attn.: Accounts Receivable
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301

Wire Transfer:

Receiving Bank: City National Bank of Florida
ABA Routing Number: 066004367
Beneficiary: Kopelowitz Ostrow P.A.
Account Number: 1954993480

Credit Card:
We accept VISA, MasterCard, Discover and American Express or eCheck. To make a secure payment online, please click here.
If paying by credit card, a 2% credit card processing fee will be added to your payment.

Please return this remittance page with your payment. Thank you.

Kopelowitz Ostrow Ferguson Weiselberg Gilbert
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Federal Tax I.D. No.: 65-0637822
www.kolawyers.com
Telephone: 954.525.4100
Facsimile: 954.525.4300

October 28, 2022

City of Boynton Beach
c/o City Attorney, Michael Cirullo Jr
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Client: 015589
Matter: 000001
Invoice #: 144226
Page: 1

RE: City of Boynton Beach - Arbitration of Mark Sohn

For Professional Services Rendered Through September 30, 2022

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
09/16/2022	SDH	Phone call with city attorneys regarding selection of arbitrator and status of work performed in arbitration.	0.30	225.00	$67.50
09/19/2022	SDH	Emails to client regarding Arbitrator List. Contact RC Simpson regarding biographies on prospective arbitrators. Phone with Human Resources regarding relevant documents. Review previous notes regarding Arbitrator List.	1.20	225.00	$270.00
09/20/2022	DLF	Reviewed IA documents and media and social media reports of incident.	2.50	225.00	$562.50
09/20/2022	SDH	Phone call with Arbitrator selection expert.	0.70	225.00	$157.50
09/21/2022	DLF	Reviewed IA file and communications from opposing counsel.	1.00	225.00	$225.00
09/21/2022	SDH	Breakdown of Just Cause Analysis exhibits. Begin to review exhibits attached to Just Cause Analysis.	1.50	225.00	$337.50
09/22/2022	SDH	Phone call with BBPD HR regarding documents requested. Correspondence with IA Sergeant. Review of federal lawsuit demand and documents related to suit. Begin to review FHP traffic accident report.	2.20	225.00	$495.00
09/23/2022	DLF	Strategy call with S. Haimovitch regarding selection of arbitrator and reviewed IA file.	3.50	225.00	$787.50
09/23/2022	SDH	Multiple emails with client and union lawyer regarding striking of first panel and review of second panel. Emails to colleagues regarding new panel.	0.80	225.00	$180.00
09/27/2022	SDH	Phone call with city attorney regarding panel of arbitrators.	0.20	225.00	$45.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
		Total Professional Services	**13.90**		**$3,127.50**

Total Services	$3,127.50	
Total Current Charges		**$3,127.50**
TOTAL AMOUNT DUE		**$3,127.50**

TIMEKEEPER SUMMARY

Person		Hours	Rate	Amount
DLF	David L. Ferguson	7.00	$225.00	$1,575.00
SDH	Seth D. Haimovitch	6.90	$225.00	$1,552.50

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission:
Approve minutes from the November 1, 2022 City Commission Meeting.

Explanation of Request:
The City Commission met on November 1, 2022 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: There is no fiscal impact to the budget from this item.

Alternatives:
Approve, amend and approve, or do not approve the minutes.

Strategic Plan: Building Wealth in the Community

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Minutes	Commission Meeting Minutes 11-01-2022

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, November 1, 2022, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Daniel Dugger City Manager
Mike Cirullo, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order - Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:03 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll. A quorum was present.

Invocation by Rabbi Michael Simmon, Tempe Beth Kodesh.

Invocation was given by Rabbi Simmon.

Pledge of Allegiance to the Flag led by Commissioner Aimee Kelley

Commissioner Kelley led the Pledge of Allegiance to the Flag.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Penserga stated that there was a request to add 11C for a closed-door session meeting. City Attorney Cirullo read what the closed-door session is for.

Mayor Penserga stated that following the National League of Cities Conference and infrastructure presentation, he would like to have a discussion on framework for the ARPA funds.

Commissioner Turkin requested to move 3E before 3A. He also requested to add a discussion to authorize $50,000 to go to Wounded Veterans Relief Funds from the ARPA funding. Commissioner Hay would like to have the discussion but wants to be more familiar with funding requests. There was consensus for discussion.

Motion:
Vice Mayor Cruz moved to approve the agenda, as amended. Commissioner Kelley

seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Kelley had no disclosures. She stated that she did complete a reading for the record at Citrus Cove on October 27.

Commissioner Turkin disclosed that he spoke with Phil Terrano and Mike Barbis about 11C.

Vice Mayor Cruz disclosed that she Cruz spoke to Phil Terrano about 11C. She mentioned that she also attended the Firefighter climb and said that it was a fantastic event. She gave a special shout out to Mrs. Hoffman, the fastest female in the competition.

Commissioner Hay stated that he attended the Hindu new year celebration. He also attended the First Friday concert in the amphitheater. He said that he attended the Bulldogs homecoming and took a trip with staff to PBG for their sports conference. He shared that it opened their eyes on what could be done here. He announced that Souls to the Polls will be held on November 6 from 3-6pm to encourage voting, and the event will begin with a celebration march and includes food and activities.

Mayor Penserga stated that he attended the same events as Commissioner Hay, and the Trunk or Treat event at Citrus Cove Elementary, which was great. He thanked staff for organizing their events. He disclosed that he spoke to Phil Terrano and Jessica Ferguson, and he also visited the sports complex about 11C.

Commissioner Kelley disclosed that she also spoke to Phil Terrano about 11C.

3. Announcements, Community and Special Events And Presentations

A. Human Resources will announce the employee recipient of the 2022 Tim Howard Excellence in Public Service Award.

Mayor Penserga stated the 2022 Tim Howard Excellence in Public Service Award is the highest award in Boynton Beach. He read the history of the award. He announced that the nominations were overwhelmingly for this employee and read a few of the nominations from coworkers. He announced that the recipient is Jay Loperfito.

Mr. Loperfito thanked everyone who voted for him. He said that it is an honor to be recognized, and he really enjoys helping people.

Commissioner Hay stated that he is a bubble of joy, and he could not think of a better

person for this award.

Vice Mayor Cruz stated that he has been a phenomenal person from the first time she has met him.

Commissioner Turkin said that the City of Boynton Beach is lucky to have Jay. He stated that he treats everyone wonderfully.

Commissioner Kelley congratulated him and said that he is a friend to strangers and thanked him for making the City his home both at work and at home.

Mayor Penserga stated that he did not know that he broke up some fights.

Commissioner Hay stated that for the annual Read for the Record, he had the distinct pleasure of reading to the 4th graders at Poinciana Elementary School. He said that it's a competition amongst cities. He commented that Poinciana has a planetarium and it is phenomenal.

E. Proclamation honoring Veterans and Military Families during the month of November, requested by Commissioner Turkin.

(Item 3E moved up to after 3A.)

Commissioner Turkin read a poem about Veterans, and he read out the names of Veterans that are in the audience. He read the proclamation into the record.

Jim Czick stated that he is here on behalf of Tom Kaiser. He said that Mr. Kaiser sends his regards.

Jackson Campbell thanked the Commission for recognizing the Veteran community.

B. Announce the Veterans Day Ceremony being held at Tom Kaiser, U.S.N. Boynton Beach Veterans Memorial Park located at 411 N. Federal Highway on Friday, November 11, 2022, starting at 11:00 A.M. The ceremony will honor and recognize all individuals that have served in the United States Armed Forces.

Mayor Penserga read the announcement into the record.

C. Announce that the City of Boynton Beach's Marketing & Events Department recently received seven industry awards.

Mayor Penserga read the announcement into the record.

D. Announcement of tree planting event on November 5, 2022 in partnership with Community Greening and the St. George's Society of Palm Beach.

Mayor Penserga read the announcement into the record.

Susan Oyer, spoke about the history of the organization. She spoke about the tree initiative, and commented on where they have donated trees to and where they will be donating more trees to, both locally and internationally. She handed a check to the Commission, and stated where the trees will be planted that they are donating. She said that they are proud of helping to beautify Boynton Beach.

Vice Mayor Cruz thanked Ms. Oyer and the organization for their donation and making a change.

Commissioner Kelley asked if they need volunteers for this upcoming weekend.

Ms. Oyer replied yes and noted that volunteering begins at 9am.

E. Proclamation honoring Veterans and Military Families during the month of November, requested by Commissioner Turkin.

Mayor Penserga read the proclamation into the record.

F. Proclaim the month of November as National Family Caregivers Month. Ricky Petty, Project Director for Healthier Boynton Beach, will accept the proclamation.

Mayor Penserga read the proclamation into the record.

Ricky Petty accepted the proclamation and thanked everyone for the proclamation on behalf of the organization.

Commissioner Hay stated that everyone knows about SJ and the proclamation that he spoke about at a previous meeting. He stated that legal has spoken to him about why they should not discuss this at this time.

City Attorney Cirullo stated that there will be a lawsuit that will be filed against the City, so it is not advised to move forward with this proclamation at this time, until the conclusion of the litigation.

Commissioner Turkin thanked Poonam and the Utilities team with what happened at Hyde Point this past weekend.

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 spoke about the Veterans in her family and what wars they fought, and what branches they were in. She thanked Commissioner Turkin for being a judge for the Halloween contest in her neighborhood. She pointed out that last week was the 77th Anniversary of the United Nations Assembly.

Nicholas Cannon thanked the Commission for their Veterans Proclamation, and he spoke about the donation recommendation for the Veterans Relief Fund.

Christina Pierre spoke about a situation that happened on Saturday October 19th when she was detained by the Boynton Beach Police Department.

Bernard Wright stated that this situation with Ms. Pierre, who is his Campaign Manager, is the conduct that has to be weeded out of the Boynton Beach Police Department. He said that he is requesting a community meeting about the conduct of the Boynton Beach Officers. He spoke about the proclamation regarding the SJ Day issue and said that he does not understand why we cannot do it. He asked why they do not get responses when asking questions during public comment.

Thomas Jerry Thebow spoke about a proposal for an iguana sanctuary that he would like to have so that people can learn about them. He said that he is the owner of the plantation.

Victor Norfus spoke about creating Union Park downtown and said that racism is a double edge sword. He spoke about Happy Home Heights and the history of it.

Bryce Graham spoke about the SJ case and wanted to address concerns regarding making changes in communities. He said that he has received numerous calls and messages from Police and Commissioners about him hating them and that it is not the case. He stated that he is willing to work with everyone who is willing to make a change in the community.

Ernest Mignoli spoke about the SJ case and said that he is threatened to come to the Commission meeting. He said that there is a big problem with all of the departments in the City.

Virtual Comments:

Rosalyn Joseph stated that she is the co-founder of Holistic Wellness Suites, and recognized John Durgan for his help with their business and any staff that helped him.

Shannon, SJ's mother, commended Commissioner Hay for acknowledging the SJ Proclamation that he was trying to do. She said that she has not been wanting to come in-person because she has been targeted and doesn't feel safe coming in. She stated that there is a big disconnect with her and the Commissioners, and that there are a lot of things going on behind the scenes and she is aware of all of it.

Tom Ramiccio stated in June of 2020 was when they had a JKM issue and there is yet

another shade session being requested. He spoke about what can be conducted in the shade sessions, and spoke about the invoicing from the Attorneys. He spoke about the SJ case and not doing the proclamation.

Paul Morescca stated that he sent an email a month ago in regard to the East Boynton Beach Little League. He spoke about the memorial wall in East Boynton. He asked for the memorial wall to not be disturbed.

5. Administrative

A. Proposed Resolution No. R22-152 - Designate a Canvassing Board for the March 2023 Municipal Election.

City Clerk De Jesús explained the resolution.

Motion

Commissioner Turkin moved to approve Resolution No. R22-152. Commissioner Hay seconded the motion. The motion passed unanimously.

B. Consider changing the November 15, 2022 Commission Meeting to Monday, November 14, 2022 to accommodate the Commissioners who are traveling to the National League of Cities Conference on November 15, 2022.

Motion

Vice Mayor Cruz moved to approve changing the November 15, 2022 meeting to November 14, 2022. Commissioner Kelley seconded the motion. The motion passed unanimously.

C. Appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Mayor Penserga read the open positions.

Motion

Mayor Penserga moved to appoint Robert Taylor to the Firefighter's Pension Trust Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

6. Consent Agenda

D. Proposed Resolution No. R22-153 - Approve and authorize the City Manager (or designee) to apply for the State permit necessary to

temporarily close Federal Highway on Saturday, December 3, 2022, for the 51st Annual Holiday Parade.

E. Proposed Resolution No. R22-154 - Approve and authorize the Mayor to sign a land use agreement between the City of Boynton Beach and Journey Church for the 51st Annual Holiday Parade on Saturday, December 3, 2022.

F. Approve an increase to the CR Dunn blanket purchase order with an estimated annual expenditure of $100,000 for FY 21/22 blanket.

G. Proposed Resolution No. R22-155 - Amend the FY 2022-23 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority and to approve the purchase of E-Z-GO - Pace Shield Technology for the golf cart fleet, in the amount of $78,750.00 for The Links Golf Course as a single source provider which meets the City's requirements.

H. Accept the written report to the Commission for purchases over $10,000 for the month of September 2022.

I. Approve the one-year extension for RFPs/Bids and/ or piggybacks for the procurement of services and/or commodities as described in the written report for November 1, 2022 - "Request for Extensions and/or Piggybacks Under $100,000."

J. Approve minutes from the October 18, 2022 City Commission Meeting.

Motion:

Commissioner Kelley moved to approve the consent agenda. Commissioner Hay seconded the motion. The motion passed unanimously.

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 October 18, 2022 - "Request for Extensions and/or Piggybacks."

B. Approve the purchase of twenty-three (23) replacement vehicles that were approved in the FY22-23 budget for an estimated amount of $2,127,440.00 by utilizing the following contracts: FSA22-VEH20.0, FSA22_VEL30.0 and Sourcewell contracts 2023 091521-NAF & 060920-NAF. The Sheriff and Sourcewell contracts satisfy the City's Procurement requirements.

C. Proposed Resolution No. R22-156 - Approve utilizing the City of Pembroke Pines Contract # RE-20-08 and Authorize the City Manager to sign an agreement with Blue Marlin Investments dba Cayco Landscaping for tree trimming services for parks, facilities and medians for the extent of the contract with an annual expenditure amount of $340,000. The City of Pembroke Pines procurement process satisfies the City's competitive bid requirements.

D. Proposed Resolution No. R22-157 - Amend the FY 2022-23 Capital Improvement Fund (302) budget, for the 12% contingency increase approved at the September 22, 2022, commission meeting. This will adjust budgeted appropriations and revenue sources and approve an additional$8,122.19 increase for added scope to the Harvey E. Oyer, Jr. Park Marina Boat Ramp Improvement Project scope. Project not too exceed $1,302,690.99.

E. Proposed Resolution No. R22-158 - Approve and authorize the City Manager to sign an Amendment to the Progressive Design Build Agreement with Globaltech, Inc. in the amount of$1,556,414.00 for the East Water Treatment Plant Generator Replacement - Phase 2A to proceed with final design and the first phase of construction in a two-step construction format.

Commissioner Turkin pulled 7C for discussion. He asked if there was anything the City can do to display a “Boynton Catch of the Day” for people to take pictures with.

Motion:

Vice Mayor Cruz moved to approve the remainder of Consent Bids and Purchases over $100,000. Commissioner Kelley seconded the motion with the amendment. The motion passed unanimously.

Deputy City Manager Andrew Mack said that it is a great idea, and he will make sure it happens.

Commissioner Kelley stated that maybe they can incorporate signs about it at the cleaning stations.

Motion:

Commissioner Turkin moved to approve 7C. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

8. Public Hearing

6 p.m. or as soon thereafter as the agenda permits.
The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

K. Proposed Ordinance No. 22-017 - Second Reading - An Ordinance of the City of Boynton Beach Florida amending Chapter 13 entitled "Licenses"; by creating Article V "Rental Dwelling Units", creating Division 1 entitled "Applicability and Definitions" providing for title, applicability and definitions; creating Division 2 entitled "Residential Notice" to provide notice requirements for termination of monthly residential tenancy without specific duration and rental payment increases; creating Division 3 entitled "Tenant's Bill of Rights and Notice of Late Fees" to provide for notice of tenant rights and late fees for residential tenancies; and creating Division 4 entitled "Enforcement"; providing for codification conflict, severability, and an effective date. First reading took place on October 18, 2022.

City Attorney Cirullo read the ordinance into the record.

Mayor Penserga said that he is glad that they are doing this because this is common sense. He said that everyone should be informed about their rights as tenants.

Commissioner Hay stated that the is happy we are moving forward with this.

Vice Mayor Cruz said that this is the right thing to do.

Commissioner Turkin thanked the Mayor for bringing this forward.

Public Comments:

Ernest Mignoli stated that this City has been horrible with many building issues, and that other people are scared to say anything. He said that lots of things that happen in his building get ignored.

Susan Oyer asked how these changes will be sent to all of the owners in the City of Boynton Beach. She said that putting it on the website is not enough. She mentioned that this City should look at what Toronto has done, and that we should stop building apartments and make them condos, so they are owner occupied.

Deputy City Manager Mack stated that they will be informing all known residential properties that have business tax receipts via mail and within utilities bills.

Motion

Commissioner Kelley moved to approve Ordinance No. 22-017. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

L. Proposed Ordinance No. 22-019 - Second Reading - An ordinance of the City of Boynton Beach Florida amending Article II of Chapter 18 of the Boynton Beach Code of Ordinances entitled Employees' Pension Plan amending section 18-145 City of Boynton Beach Investment Policy for General Employees' Pension Fund; providing for codification conflict severability and an effective date. First reading took place on October 18, 2022.

City Attorney Cirullo read the ordinance into the record.

Public Comments:

There were no public or virtual comments.

Commissioner Turkin left the Chambers at 7:40 P.M.

Motion

Vice Mayor Cruz moved to approve Ordinance No. 22-019. Commissioner Hay seconded the motion. In a roll call vote, the motion passed 4-0, Commissioner Turkin was out of the room at the time.

Commissioner Turkin returned at 7:42 P.M.

M. Proposed Ordinance No. 22-020 - Second Reading - An Ordinance of the City of Boynton Beach Florida amending Article III of Chapter 18 of the Boynton Beach Code of Ordinances entitled Municipal Police Officers' Retirement Trust Fund amending Section 18-164 to provide for pension contributions by drop members; amending Section 18-175 deferred retirement option plan to provide for 8-year drop; providing for codification conflict, severability, and an effective date. First reading took place on October 18, 2022.

City Attorney Cirullo read the ordinance into the record.

Public Comments:

Ernest Mignoli said that he goes to the Pension Meeting, and he is told he is the only public that comes to the meetings. He spoke about the majority of the budget being for the Police Officers. He asked who is testing applicants for the Fire Fighters positions.

Motion

Vice Mayor Cruz moved to approve Ordinance No. 22-020. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

N. Proposed Ordinance No. 22-021 - Second Reading - An Ordinance of the City of Boynton Beach Florida amending Section 18-300 Creation of Consolidated Deferred Retirement Option Plan to exclude Police Officers and Firefighters and to update for recent changes to the IRS Code; providing for codification conflict, severability, and an effective date. First reading took place on October 18, 2022.

City Attorney Cirullo read the ordinance into the record.

Public Comments:

Ernest Mignoli stated that he cannot comment because he does not know what it is about.

Motion

Commissioner Turkin moved to approve Ordinance No. 22-021. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

O. Proposed Ordinance No. 22-023 - Second Reading - An Ordinance of the City of Boynton Beach Florida amending Chapter 23, Taxation, Assessments and Fees, Article IV, Additional Homestead Exemption, Section 23-54 to increase the additional homestead exemption for low-income senior citizens from $25,000.00 to $50,000.00; and amending section 23-54 by creating a new Section 23-54(b)(3) to add an additional exemption for low-income long-term senior citizens. First reading took place on October 18, 2022.

City Attorney Cirullo read the ordinance into the record.

Mayor Penserga spoke about the income in order to be able to qualify for this. He thanked everyone for their support.

Vice Mayor Cruz thanked the Mayor and Commission for supporting this.

Commissioner Turkin thanked everyone for bringing this up and that a lot of people are looking forward to this.

Commissioner Kelley thanked the Mayor for bringing this up and noted the residents she spoke to are excited.

Commissioner Hay said that any time they can help, it is their obligation.

Vice Mayor Cruz thanked staff and the City Attorney for working on this.

Public Comment:

Susan Oyer asked what about the cost to the City and if it is permanent or if there is a sunset period.

Ernest Mignoli said that he a senior and he is having a rough time in his condo. He said that the City will increase the taxes to make up for the loss.

Mayor Penserga stated that the backup has the financial impact, which is not significant. He said that the City does not have control of property values and the City has they lowered the millage rate.

Commissioner Turkin stated that they did not increase the Fire Tax assessment and staff is working on Impact Fees.

Vice Mayor Cruz stated that when she got her tax bill it still had the previous millage rate and she asked when it will change.

City Attorney Cirullo said the final tax bills will go out this month.

Motion

Commissioner Turkin moved to approve Ordinance No. 22-023. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

9. City Manager's Report- None

10. Unfinished Business

P. Proposed Resolution No. R22-159 - Approve revision to Community Support Funds Policy to allow for equitable spending of the funds by the members of the City Commission.

Mara Frederiksen, Director of Financial Services, stated that there are two different options for the use of the Community Support Funds Policy, and she explained the options.

Public Comment:

Ernest Mignoli stated that he has been trying to get public records for many people in the City and he gets charged thousands of dollars. He said that nobody will return his phone calls or emails.

Commissioner Turkin asked about follow-up for the nativity scene.

Deputy City Manager Mack said that he does not have the answer yet.

Mayor Penserga asked for direction to staff and said that he believes they are in general agreement to make this only for seats that are up for election.

Ms. Frederiksen reiterated the two options.

There was consensus for Option 1.

Motion

Commissioner Hay moved to approve Resolution No. R22-159, with Option 1. Commissioner Kelley seconded the motion. The motion passed unanimously.

11. New Business

Q. Discussion on regulating Short-term/Vacation Rentals based on initial research provided by staff and provide direction relative to establishing local standards. Tabled from the August 16, 2022 Meeting.

Former City Planner Michael Rumpf spoke about Short-term/Vacation Rentals (STRs) as follows: Overview; Current City Process; Legal Limits to Local Regulations; Observations/Comparisons; Final Notes and Considerations; and Questions/Discussion.

Mayor Penserga stated that there are some good ideas in this and that are common sense.

Commissioner Turkin stated that this is a great presentation.

Vice Mayor Cruz spoke about the following concerns that she heard from residents: designating property managers or resident agent; provide screening to people staying in the house; number of cars being parked at AirBnBs; public nuisances at a home; and giving corrective measures.

Mayor Penserga stated that we need to amend some of our policies. He asked if these companies check for sexual predators.

Mr. Rumpf said no, but it is not uncommon to have that language in the resolutions.

Mayor Penserga asked about party houses and if we are doing something for this.

Mr. Rumpf spoke about actions that AirBnB has taken against these actions. He commented on the suggestions by Vice Mayor Cruz.

Mayor Penserga asked how parking is calculated and how can they enforce parking issues.

Mr. Rumpf explained how it is calculated in the parking regulations, currently. He said that we can be more stringent. He spoke about what can be done legally.

Commissioner Kelley stated that the regulations create a symmetry across the City, so people know what to expect with STRs. She stated that she would like to know what we can do as a city to address these issues.

Commissioner Hay stated that he knows when people do not belong in the neighborhood and asked what challenges that they have come across.

Mr. Rumpf stated that Wellington is the nearest city we can look at. He said that all cities have ways to penalize and they can look further into it. He said that there are prohibitions against some things that they can do.

Vice Mayor Cruz stated that she has talked about being safe and we need to seek a policy that will be able to protect residents. She spoke about the trash issue that comes with rentals.

Adam Temple recognized Mr. Rumpf for coming back after his retirement to work on this.

R. Discussion on changing Sister Cities, requested by Commissioner Turkin.

Commissioner Turkin stated that he loves the Sister City Program and given the military tension with China, the Sister City there should not be supported. He spoke about what is great with having a Sister City and that he is looking at supporting another city in a different area.

Mayor Penserga stated that he is not aware of the process, but he understands that it goes through Boynton Beach Sister Cities.

Commissioner Hay stated that he understands Commissioner Turkin, but he would like to understand this better before voting on this tonight.

Susan Oyer stated that she is the Vice President of Sister Cities and she spoke about the history of supporting China. She said that the President of Sister Cities has asked for this to be tabled. She said that they try to find a city that has a similar background. She said that they are talking about merging with the City of Delray Beach. She said that they have been looking at other countries to support.

Commissioner Turkin stated that Idle, Israel is one that is allowed, and that dual Sister Cities are allowed as well.

Ms. Oyer stated that the whole goal is to promote peace that there should be discussion with everyone on the Board. She stated that this is a separate organization and is not a City Board, but they want more involvement.

Commissioner Turkin read the process from the Sister Cities website into the record.

Commissioner Hay stated that this needs to be discussed and researched before making a decision. He stated that he would like to table this.

Commissioner Turkin stated that they need to be a City to support what is right and condemn what is wrong.

Commissioner Hay agreed and thanked Commissioner Turkin's dad for his service.

Commissioner Kelley stated that they should always revisit their connections with the rest of the world. She said that she is open to reviewing this and working with Boynton Beach Sister Cities.

Vice Mayor Cruz stated that she is respectful of the opinions of the Commissioners and will connect with Sister Cities to understand it more.

Mayor Penserga stated that there is consensus to research this further, and have it as a future agend item.

S. Proposed Resolution No. R22-160 - A Resolution of the City of Boynton Beach, Florida, Issuing a Motion to Proceed Pursuant to Resolution No. R15-020 and Approving and Authorizing the Mayor to Sign a Comprehensive Agreement for Ground Lease and Training Facility ("Comprehensive Agreement") with Primetime Sports Group, LLC to design, construct, operate, lease, maintain, and fund an indoor training facility to provide sports training specializing in baseball and completion of ancillary improvement projects listed in the Comprehensive Agreement at East Boynton Beach Little League Park.

Mayor Penserga read the resolution into the record.

Kacy Young, Recreation & Parks Director, spoke about the Little League Park Training Facility as follows: Project Introduction and History; Project Scope; Little League Park - Phase 1; Little League Park- Master Plan. He stated that Phil Terrano from Primetime Sports Group is here to answer questions.

There was discussion regarding the following: parking; ADA compliance; playground; hours of operations; the bathroom situation; moving the memorial wall; and the process about how the issues with a concession stand building will be addressed.

Phil Terrano stated that the biggest concerns he can relate to because he has been around there since he was six years old. He thanked staff for allowing him to present and gave a history on this park for him. He had a slide show with pictures of baseball teams and working at the field. He said that the facility that he is proposing is for all sports, and for all kids in the community. He spoke about the safe play field for athletes in the miracle league. He said that his goal is to make this the new field of dreams.

Commissioner Turkin stated that Mr. Terrano hit it home when he said that no kid gets left behind. He said that sports are important as a youth, and whatever we can do to invite more kids is important.

There was further discussion regarding: scholarships; name of the nonprofit; what can be done with the nonprofit to bring in professional athletes; other sports that would be played on that field; challenges with parking; Little League Board opinion; maintenance for the facility; making sure staff is protected with provisions in the agreement; scoreboards throughout the fields; demoing the current city facilities in the park; renting the space for 30 years; how many people can fit in the building; similar projects in Deerfield Beach, Port St. Lucie, Michigan, and Colorado; a hotel being built in other facilities because of the business it brings to the community; making Boynton Beach a destination city; and who will maintain the facility.

Mr. Terrano played a video from professional baseball players that are supporting this initiative.

Public Comment:

Susan Oyer stated that this is the right plan, but wrong location. She mentioned that when baseball is brought into a city, there is money lost, such as in Jupiter. She spoke about this property being for the cemetery.

Thomas Thebow stated that he has a design that they might be interested in and will bring in income. He spoke about creating electricity to help save energy.

Barbara Ready stated that she spent 10 years on the Little League Board and it is near and dear to her heart. She said that she has some concerns and wants to know the impact to the park, and said that we need to find a better place for this. She said that it is not additional parking, it’s just newly paved parking. She commented on the 54-page document, the 50-year lease, and the Saturday hours.

Randy Charnen stated that he has been working at this field for many years, and his

whole family has been raised at that field. He stated that this is a place for kids and we need that.

Ernest Mignoli stated that they pack the Commission chambers with people that are "pro" agenda items, and then the other people who are against it are threatened. He said that he doubts that every kid from every area in Boynton Beach will be able to make it there and be treated equally. He said that he thinks this is a high profit organization.

Jeff Aubrey stated that he met Phil Terrano when he was 8 years old and is now 43 years old. He said that everything needs work over there and Phil is willing to work on it.

Virtual Comments: 4

John McVeigh stated that he was a Little League player and that when it comes to this project, it is guaranteed baseball in the City. He addressed the memorial wall and said that the idea of the memorial will still be honored and that it should not prevent anything from happening in the field.

Jessie Debrowner stated that he grew up playing baseball here, he said that nobody wanted to play in Boynton and Phil is trying to make this a field where people want to be. He said that high profile athletes will bring in more kids.

Jaqueline Sly stated that she used to play there and her kids do now too. She has a few concerns: who is funding this; she saw what can happen when it is not maintained; facility closes at 5pm and would not benefit kids because they are still at school.

Jessica Ferguson stated that she has boys that play there and she is on the Board. She spoke about clarification that is needed regarding who is building it. She said that this is the wrong location for this and said that this should be tabled so that more people can attend and be involved. She said that there should be two fields, not just one.

There was discussion regarding comments made, as follows: responsibility of Primetime Sports according to the agreement; working on this for the kids and the community; what the resolution is approving; if a site plan would have to come back-permitting and approval process; this being a minor site plan, under 10K square feet; language in the agreement regarding a larger facility; clause regarding having the final site plan be approved by the City Commission; and if there has been any submission of a plan from XLB.

Vice Mayor Cruz stated that this is a big deal, and they need to make sure that they are doing the right thing for the community.

Mr. Terrano stated that there will always be naysayers and we should do this for the right reasons, and he is willing to work with the community. He stated that west Boynton Beach schedule their fields around 18 teams, not 8, like East Boynton Beach.

Commissioner Hay stated that his position is that the good outweighs the bad. He said that there is a tremendous hunger for athletics in Boynton Beach. He spoke about the facility that he saw in PBG and other locations being a potential area for cemeteries.

Motion

Commissioner Hay moved to approve Resolution No. R22-160, with the amendment that the final site plan has to come back to the Commission for approval. Commissioner Turkin seconded the motion. The motion passed unanimously.

Due to time, Commissioner Turkin stated he would like to table the item he requested to add Wounded Warriors and the ARPA funded. City Attorney Cirullo replied the item will be added to future agenda.

12. Legal

A. Proposed Resolution No. R22-161 - Authorize the Mayor to sign an Easement Agreement with Boynton Wildlife, LLC. to allow access, evaluation, restoration and maintenance of the mangrove wetland area located at Intracoastal Park.

Manager Mack, Deputy City Manager, stated they were approached by an organization to do this park. He explained the restoration project.

Franky Lazo, Recreation & Parks Assistant Director, reiterated what was said and added that they have been working with legal to make sure everything lines up. He said that this would enhance the native trees and they will be working with many entities to make this work.

Commissioner Kelley asked for staff to look at what has to be done to prevent garbage from accumulating on the mangroves.

Mr. Lazo stated that this is the first of hopefully many projects to come.

There was consensus that this is a great project.

Public Comment:

Barbara Ready asked for clarification on what project this is offsetting, which was mentioned by Mr. Lazo.

Thomas Thebow stated that this project could be benefitted by his Nora's Natural Stream System.

Ernest Mignoli spoke about the way meetings are ran. He said that everything that is being approved is for out-of-towners.

Motion

Vice Mayor Cruz moved to approve Resolution No. R22-161. Commissioner Kelley seconded the motion. The motion passed unanimously.

B. Proposed Resolution No. R22-162 - Approve the Tenant Bill of Rights

City Attorney Cirullo read the resolution into the record.

Public Comment:

Ernest Mignoli stated that everyone has an issue with people at the City and is suing the City.

Thomas Thebow stated that he is the owner of the plantation because Jesus gave it to everyone. He pointed out that the Police Department is great.

Motion

Commissioner Kelley moved to approve Resolution No. R22-162. Vice Mayor Cruz seconded the motion. The motion passed unanimously.

13. Future Agenda Items

T. Report on the status of infrastructure within the City, requested by Mayor Penserga - **November 15, 2022**

U. Proposed Ordinance No. 22-018 - Second Reading - Approve modifications (CDRV 22-005) amending the Part III LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Use Definitions, Chapter 3. Zoning, and Chapter 4, Article III. Exterior Building and Site Standards (CDRV 22-005), to include requirements for commercial frontage. First reading took place on October 18, 2022.- **December 6, 2022**

V. Continued discussion regarding a potential park in Leisureville and creating a Restrictive Covenant on this parcel, requested by Vice Mayor

Cruz. - **January 2023**

W. Legal options for preserving the future park site in the Meadows subdivision as green space, requested by Commissioner Kelley. - **TBD**

X. Discussion regarding the potential research into a coral reef at oceanfront park to attract tourism and help repair damage caused by humans to the environment, requested by Commissioner Turkin- **TBD**

Y. Proposed Ordinance No. 22-022 - Second Reading - Approve modifications (CDRV 22-006) to Part III. LAND DEVELOPMENT REGULATIONS amending Chapter 2 Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning Interpretations and; Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned telecommunication towers used for essential services and; Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments; Article IV. Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways; Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses. First reading took place on October 18, 2022.**-TBD**

Z. Proposed Ordinance No. 22-024 - First Reading - Approve modifications to reduce building heights in MU-C and MU-4 Zoning Districts (CDRV 22-004) amending Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations. **(Tabled from October 18, 2022 Meeting - TBD)**

City Attorney Cirullo announced a request for closed door session regarding JKM. He asked for a shade meeting regarding E2L. He said that they will coordinate of a time for both.

14. Adjournment

Motion

Commissioner Turkin moved to adjourn the meeting. Commissioner Hay seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 11:07 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission:
Proposed Resolution No. R22-168 - Approve and authorize the City Manager to sign the Master Services and Purchasing Agreement and Addendum for the sole source purchase of equipment and services for Axon Enterprises, Inc in the amount of $2,975,499.49 over a 60-month contract term.

Explanation of Request:
Contract Term: January 1, 2023 - December 31, 2026
The request is to continue and expand BBPD's current Axon related product inventory of body worn cameras, add Axon Fleet (in-car cameras), less lethal Taser and the storage of related data within Evidence.com. Body Worn Cameras will increase from 80 cameras to 125 cameras, increasing the number of Officers equipped with the cameras. The department will outfit a total of 100 marked patrol vehicles with in-car cameras and receive all new Tasers. In addition, the department will store all related third-party digital evidence within Evidence.com which will allow for convergence of software and increase efficiencies. The department will also receive additional product support and features that will aid in enhancing productivity and streamline processes.

This Agreement will supersede all prior Agreements with Axon.

How will this affect city programs or services? In keeping with the strategic intent of BBPD's mission, this program will help BBPD provide effective, efficient and impartial police services while remaining committed to the sanctity of the public trust. This program will show the department's willingness to perform openly in a way that reflects BBPD's core values. This shift toward greater operational transparency will also demonstrate to the community that officers routinely perform duties in a fair and just manner. This is central to the administration of procedural justice. Procedural justice builds trust, cooperation, and support for the agency's mission.

Fiscal Impact:
Cost for the 60-month contract is $2,975,499.49.
Year 1 - $561,500.09
Year 2 - $603,499.85
Year 3 - $603,499.85
Year 4 - $603,499.85
Year 5 - $603,499.85

Funding has been approved in FY22/23 from:
Account #001-2112-521.49-17 in the amount of $561,795.00

Alternatives: Not approve and continue using hardware without support. If the device dies, then Officers will not be able to capture video and audio necessary for cases being worked. The Officers may also lose access to Evidence.com for existing cases.

Strategic Plan: Public Health and Safety

Strategic Plan Application: Purchase of this additional equipment will contribute to public health and safety by investing in equipment that supports public safety activities and transparency.

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Axon Enterprise, Inc

Start Date: 1/1/2023

End Date: 9/30/2026

Contract Value:

Minority Owned Contractor?: No

Extension Available?: No

Extension Explanation:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving Master Services and Purchasing Agreement and Addendum with Axon
🗋	Contract	Axon Contract
🗋	Addendum	Addendum to Contract with AXON
🗋	Sole Source Letter	Sole Source Letter

RESOLUTION NO. R22-168

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE MASTER SERVICES AND PURCHASING AGREEMENT AND ADDENDUM FOR THE SOLE SOURCE PURCHASE OF EQUIPMENT AND SERVICES FOR AXON ENTERPRISES, INC IN THE AMOUNT OF $2,975,499.49 OVER A 60-MONTH CONTRACT TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Police Department is requesting to continue and expand the Police Department's current Axon related product inventory of body worn cameras, add Axon Fleet (in-car cameras), less lethal Taser and the storage of related data within Evidence.com; and

WHEREAS, currently the Police Department has 80 Body Worn Cameras and this will increase to 125 cameras, increasing the number of officers equipped with the camera; and

WHEREAS, in addition, the department will outfit a total of 100 marked patrol vehicles with in-car cameras and receive all new Tasers; and

WHEREAS, this Agreement and Addendum will supersede all prior Agreements with Axon; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign the Master Services and Purchasing Agreement and Addendum for the sole source purchase of equipment and services for Axon Enterprises, Inc in the amount of $2,975,499.49 over a 60-month contract term.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to sign the Master Services and Purchasing

Agreement and Addendum, which supercedes all prior Agreements with Axon, for the sole source purchase of equipment and services for Axon Enterprises, Inc in the amount of $2,975,499.49 over a 60-month contract term. A copy of the Master Services and Purchasing Agreement and Addendum is attached hereto and incorporated herein as Exhibit "A".

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

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-385041-44860.550DB

Issued: 10/26/2022

Quote Expiration: 11/18/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 111065
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-2100 High Ridge Rd 2100 High Ridge Rd Boynton Beach, FL 33426-8820 USA	Boynton Beach Police Dept. - FL PO Box 310 Boynton Beach, FL 33425-0310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Blair Phone: Email: dblair@axon.com Fax:	Karl Maracotta Phone: (561) 742-6170 Email: maracottak@bbfl.us Fax: (561) 742-6185

Quote Summary

Program Length	60 Months
TOTAL COST	$2,975,499.49
ESTIMATED TOTAL W/ TAX	$2,975,499.49

Discount Summary

Average Savings Per Year	$271,786.13
TOTAL SAVINGS	$1,358,930.64

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	$561,500.09	$0.00	$561,500.09
Dec 2023	$603,499.85	$0.00	$603,499.85
Dec 2024	$603,499.85	$0.00	$603,499.85
Dec 2025	$603,499.85	$0.00	$603,499.85
Dec 2026	$603,499.85	$0.00	$603,499.85
Total	**$2,975,499.49**	**$0.00**	**$2,975,499.49**

Quote List Price: **$4,334,430.13**
Quote Subtotal: **$2,975,499.49**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 Camera Bundle								
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		275	$0.00	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		8	$0.00	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		250	$699.00	$251.64	$62,910.00	$0.00	$62,910.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK		150	$0.00	$0.00	$0.00	$0.00	$0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		30	$0.00	$0.00	$0.00	$0.00	$0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		30	$0.00	$0.00	$0.00	$0.00	$0.00
AB3 Multi Bay Dock Bundle								
74210	AXON BODY 3 - 8 BAY DOCK		16	$1,495.00	$560.62	$8,969.92	$0.00	$8,969.92
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		16	$0.00	$0.00	$0.00	$0.00	$0.00
Body Worn Camera TAP Bundle								
80464	EXT WARRANTY, CAMERA (TAP)	60m	125	$700.20	$515.96	$64,495.00	$0.00	$64,495.00
73309	AXON CAMERA REFRESH ONE		129	$741.00	$546.03	$70,437.87	$0.00	$70,437.87
73310	AXON CAMERA REFRESH TWO		129	$768.00	$565.92	$73,003.68	$0.00	$73,003.68
80464	EXT WARRANTY, CAMERA (TAP)	60m	4	$700.20	$515.96	$2,063.84	$0.00	$2,063.84
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	25	$2,340.00	$2,340.00	$58,500.00	$0.00	$58,500.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	75	$0.00	$0.00	$0.00	$0.00	$0.00
Basic License Bundle								
73840	EVIDENCE.COM BASIC LICENSE	60m	31	$900.00	$900.00	$27,900.00	$0.00	$27,900.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	31	$0.00	$0.00	$0.00	$0.00	$0.00
Fleet 3 Advanced Renewal								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	58m	8	$986.00	$790.41	$6,323.28	$0.00	$6,323.28
80402	RESPOND DEVICE LICENSE - FLEET 3	58m	4	$870.00	$697.42	$2,789.68	$0.00	$2,789.68
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	58m	4	$2,842.00	$2,278.25	$9,113.00	$0.00	$9,113.00
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	47m	4	$421.12	$337.58	$1,350.32	$0.00	$1,350.32
73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)		4	$800.00	$641.31	$2,565.24	$0.00	$2,565.24
80400	FLEET, VEHICLE LICENSE	58m	4	$1,160.00	$929.90	$3,719.60	$0.00	$3,719.60
72040	FLEET REFRESH, 2 CAMERA KIT		4	$2,643.00	$2,118.72	$8,474.88	$0.00	$8,474.88
Fleet 3 Advanced								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	58m	192	$986.00	$748.90	$143,788.80	$0.00	$143,788.80
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	47m	3	$421.12	$319.86	$959.58	$0.00	$959.58
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	58m	96	$2,842.00	$2,158.60	$207,225.60	$0.00	$207,225.60
80402	RESPOND DEVICE LICENSE - FLEET 3	58m	96	$870.00	$660.80	$63,436.80	$0.00	$63,436.80
72036	FLEET 3 STANDARD 2 CAMERA KIT		96	$2,495.00	$1,895.04	$181,923.84	$0.00	$181,923.84
72034	FLEET SIM INSERTION, VZW		96	$15.00	$11.39	$1,093.44	$0.00	$1,093.44
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		96	$1,509.00	$1,146.14	$110,029.44	$0.00	$110,029.44

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		96	$249.00	$189.12	$18,155.52	$0.00	$18,155.52
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		96	$1,200.00	$911.44	$87,498.24	$0.00	$87,498.24
72040	FLEET REFRESH, 2 CAMERA KIT		96	$2,643.00	$2,007.46	$192,716.16	$0.00	$192,716.16
70112	AXON SIGNAL UNIT		96	$279.00	$211.91	$20,343.36	$0.00	$20,343.36
72036	FLEET 3 STANDARD 2 CAMERA KIT		3	$2,495.00	$1,895.04	$5,685.12	$0.00	$5,685.12
80379	EXT WARRANTY, AXON SIGNAL UNIT	47m	96	$54.52	$41.41	$3,975.36	$0.00	$3,975.36
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	47m	96	$421.12	$319.86	$30,706.56	$0.00	$30,706.56
72040	FLEET REFRESH, 2 CAMERA KIT		3	$2,643.00	$2,007.46	$6,022.38	$0.00	$6,022.38
80400	FLEET, VEHICLE LICENSE	58m	96	$1,160.00	$881.06	$84,581.76	$0.00	$84,581.76
2021 - OFFICER SAFETY PLAN 7								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	125	$2,340.00	$1,904.42	$238,052.50	$0.00	$238,052.50
73687	EVIDENCE.COM VIEWER LICENSE	60m	1	$300.00	$244.16	$244.16	$0.00	$244.16
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60m	125	$1,440.00	$1,171.95	$146,493.75	$0.00	$146,493.75
73449	RESPOND DEVICE LICENSE	60m	125	$300.00	$244.16	$30,520.00	$0.00	$30,520.00
73638	STANDARDS ACCESS LICENSE	60m	125	$540.00	$439.48	$54,935.00	$0.00	$54,935.00
75015	SIGNAL SIDEARM KIT		125	$249.00	$202.65	$25,331.25	$0.00	$25,331.25
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		250	$1.00	$0.81	$202.50	$0.00	$202.50
80464	EXT WARRANTY, CAMERA (TAP)	60m	125	$420.00	$341.82	$42,727.50	$0.00	$42,727.50
73309	AXON CAMERA REFRESH ONE		129	$741.00	$603.07	$77,796.03	$0.00	$77,796.03
73310	AXON CAMERA REFRESH TWO		129	$768.00	$625.04	$80,630.16	$0.00	$80,630.16
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	49m	16	$612.50	$498.49	$7,975.84	$0.00	$7,975.84
73689	MULTI-BAY BWC DOCK 1ST REFRESH		16	$1,585.00	$1,289.96	$20,639.36	$0.00	$20,639.36
73688	MULTI-BAY BWC DOCK 2ND REFRESH		16	$1,643.00	$1,337.16	$21,394.56	$0.00	$21,394.56
80464	EXT WARRANTY, CAMERA (TAP)	60m	4	$420.00	$341.82	$1,367.28	$0.00	$1,367.28
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		3	$789.75	$642.74	$1,928.22	$0.00	$1,928.22
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		375	$38.95	$31.70	$11,887.50	$0.00	$11,887.50
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		375	$38.95	$31.70	$11,887.50	$0.00	$11,887.50
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		125	$1,810.00	$477.07	$59,633.75	$0.00	$59,633.75
20248	TASER 7 EVIDENCE.COM LICENSE	60m	125	$300.00	$244.16	$30,520.00	$0.00	$30,520.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		2	$157.95	$128.55	$257.10	$0.00	$257.10
20248	TASER 7 EVIDENCE.COM LICENSE	60m	2	$300.00	$244.16	$488.32	$0.00	$488.32
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		4	$1,810.00	$1,473.07	$5,892.28	$0.00	$5,892.28
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$50.23	$40.88	$2,044.00	$0.00	$2,044.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$50.23	$40.88	$2,044.00	$0.00	$2,044.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		2	$78.98	$64.28	$128.56	$0.00	$128.56
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	$1,495.00	$1,216.71	$1,216.71	$0.00	$1,216.71
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		250	$38.95	$31.70	$7,925.00	$0.00	$7,925.00
20018	TASER 7 BATTERY PACK, TACTICAL		150	$90.56	$73.70	$11,055.00	$0.00	$11,055.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	$375.00	$305.20	$305.20	$0.00	$305.20
74200	TASER 7 6-BAY DOCK AND CORE		2	$1,500.00	$1,220.78	$2,441.56	$0.00	$2,441.56
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	$43.90	$35.73	$71.46	$0.00	$71.46
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	$10.45	$8.50	$17.00	$0.00	$17.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	60m	125	$150.00	$122.08	$15,260.00	$0.00	$15,260.00
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND		125	$84.24	$68.56	$8,570.00	$0.00	$8,570.00
80395	EXT WARRANTY, TASER 7 HANDLE	49m	125	$322.42	$1,258.40	$157,300.00	$0.00	$157,300.00
80395	EXT WARRANTY, TASER 7 HANDLE	49m	4	$322.42	$262.40	$1,049.60	$0.00	$1,049.60
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49m	150	$21.56	$17.55	$2,632.50	$0.00	$2,632.50
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	2	$322.42	$262.40	$524.80	$0.00	$524.80
2021 Taser 7 Certification Bundle								
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		75	$38.95	$0.00	$0.00	$0.00	$0.00
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	1	$322.42	$0.00	$0.00	$0.00	$0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		25	$1,810.00	$0.00	$0.00	$0.00	$0.00
20248	TASER 7 EVIDENCE.COM LICENSE	60m	25	$300.00	$0.00	$0.00	$0.00	$0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	$157.95	$0.00	$0.00	$0.00	$0.00
20248	TASER 7 EVIDENCE.COM LICENSE	60m	1	$300.00	$0.00	$0.00	$0.00	$0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		25	$50.23	$0.00	$0.00	$0.00	$0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-		25	$50.23	$0.00	$0.00	$0.00	$0.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
	DEGREE) NS							
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	$78.98	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		50	$38.95	$0.00	$0.00	$0.00	$0.00
20018	TASER 7 BATTERY PACK, TACTICAL		30	$90.56	$0.00	$0.00	$0.00	$0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	60m	25	$150.00	$0.00	$0.00	$0.00	$0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	$1,500.00	$0.00	$0.00	$0.00	$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	$43.90	$0.00	$0.00	$0.00	$0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	$10.45	$0.00	$0.00	$0.00	$0.00
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND		23	$84.24	$0.00	$0.00	$0.00	$0.00
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND		2	$84.24	$0.00	$0.00	$0.00	$0.00
80395	EXT WARRANTY, TASER 7 HANDLE	49m	25	$322.42	$0.00	$0.00	$0.00	$0.00
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49m	30	$21.56	$0.00	$0.00	$0.00	$0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		75	$38.95	$0.00	$0.00	$0.00	$0.00
Individual Items								
73682	AUTO TAGGING LICENSE	60m	125	$540.00	$540.00	$67,500.00	$0.00	$67,500.00
73478	REDACTION ASSISTANT USER LICENSE	60m	125	$540.00	$478.05	$59,756.25	$0.00	$59,756.25
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60m	181	$540.00	$97.66	$17,676.46	$0.00	$17,676.46
100165	UNLIMITED 3RD-PARTY STORAGE	60m	181	$900.00	$0.00	$0.00	$0.00	$0.00
100112	AXON AIR, E.COM PILOT DATA LIC	60m	5	$1,800.00	$0.00	$0.00	$0.00	$0.00
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	2m	96	$216.00	$216.00	$20,736.00	$0.00	$20,736.00
80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	2m	4	$102.48	$102.48	$409.92	$0.00	$409.92
11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	32m	4	$480.00	$480.00	$1,920.00	$0.00	$1,920.00
73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER		4	$0.00	$0.00	$0.00	$0.00	$0.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
72036	FLEET 3 STANDARD 2 CAMERA KIT		4	$2,495.00	$0.00	$0.00	$0.00	$0.00
80223	INACTIVE CHANNEL ACCESS LICENSE		2	$5,000.00	$0.00	$0.00	$0.00	$0.00
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)		2	$3,750.00	$3,750.00	$7,500.00	$0.00	$7,500.00
73897	STANDARDS SERVICE, PREMIUM		1	$30,000.00	$30,000.00	$30,000.00	$0.00	$30,000.00
73638	STANDARDS ACCESS LICENSE	60m	31	$540.00	$540.00	$16,740.00	$0.00	$16,740.00
73893	STANDARDS LICENSE, NON-SWORN	60m	69	$1,200.00	$0.00	$0.00	$0.00	$0.00
73449	RESPOND DEVICE LICENSE	60m	125	$300.00	$0.00	$0.00	$0.00	$0.00
11703	MINI MOLLE MOUNT, AXON RAPIDLOCK		40	$29.95	$0.00	$0.00	$0.00	$0.00
Total						**$2,975,499.49**	**$0.00**	**$2,975,499.49**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20018	TASER 7 BATTERY PACK, TACTICAL	150	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	12/01/2022
2021 - OFFICER SAFETY PLAN 7	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2022
2021 - OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2022
2021 - OFFICER SAFETY PLAN 7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	12/01/2022
2021 - OFFICER SAFETY PLAN 7	74200	TASER 7 6-BAY DOCK AND CORE	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	75015	SIGNAL SIDEARM KIT	125	12/01/2022
2021 - OFFICER SAFETY PLAN 7	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	12/01/2022
2021 - OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	12/01/2022
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	12/01/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	30	12/01/2022
2021 Taser 7 Certification Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	12/01/2022
2021 Taser 7 Certification Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	12/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	12/01/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	12/01/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	12/01/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	12/01/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/01/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/01/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	12/01/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/01/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/01/2022
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	12/01/2022
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	12/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	12/01/2022
AB3 Camera Bundle	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	12/01/2022

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	12/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	16	12/01/2022
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	02/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	96	02/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	02/01/2023
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	96	02/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	02/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	02/01/2023
A la Carte	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	02/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	02/01/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2023
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2023
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2024
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2024
2021 - OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	12/01/2024
2021 - OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	12/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	12/01/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	12/01/2024
2021 - OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	129	06/01/2025
2021 - OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	06/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	129	06/01/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2025
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2025
2021 - OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	12/01/2026
2021 - OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	12/01/2026
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2026
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	96	11/01/2027
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	3	11/01/2027
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	4	11/01/2027
2021 - OFFICER SAFETY PLAN 7	73310	AXON CAMERA REFRESH TWO	129	12/01/2027
2021 - OFFICER SAFETY PLAN 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	12/01/2027
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	129	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	125	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	2	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	125	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73638	STANDARDS ACCESS LICENSE	125	01/01/2023	12/31/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73687	EVIDENCE.COM VIEWER LICENSE	1	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	01/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	25	01/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	01/01/2023	12/31/2027
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	01/01/2023	12/31/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	31	01/01/2023	12/31/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	01/01/2023	12/31/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	01/01/2023	12/31/2027
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	5	01/01/2023	12/31/2027
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	181	01/01/2023	12/31/2027
A la Carte	73449	RESPOND DEVICE LICENSE	125	01/01/2023	12/31/2027
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	125	01/01/2023	12/31/2027
A la Carte	73638	STANDARDS ACCESS LICENSE	31	01/01/2023	12/31/2027
A la Carte	73682	AUTO TAGGING LICENSE	125	01/01/2023	12/31/2027
A la Carte	73893	STANDARDS LICENSE, NON-SWORN	69	01/01/2023	12/31/2027
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	96	03/01/2023	12/31/2027
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	03/01/2023	12/31/2027
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	96	03/01/2023	12/31/2027
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	03/01/2023	12/31/2027
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	4	03/01/2023	12/31/2027
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	03/01/2023	12/31/2027
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	4	03/01/2023	12/31/2027
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	03/01/2023	12/31/2027

Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181
A la Carte	73897	STANDARDS SERVICE, PREMIUM	1
A la Carte	80223	INACTIVE CHANNEL ACCESS LICENSE	2
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	125	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	4	01/01/2023	12/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	125	01/01/2023	12/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	4	01/01/2023	12/31/2027
A la Carte	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	01/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	125	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	4	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	12/01/2023	12/31/2027
2021 - OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	25	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2023	12/31/2027
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	02/01/2024	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	02/01/2024	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	02/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	02/01/2024	12/31/2027
A la Carte	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	05/01/2025	12/31/2027

Payment Details

Dec 2022						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 1	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 1	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$20,763.40	$0.00	$20,763.40
Year 1	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$362.32	$0.00	$362.32
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,335.70	$0.00	$3,335.70
Year 1	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$11,253.35	$0.00	$11,253.35
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,111.92	$0.00	$1,111.92
Year 1	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,086.16	$0.00	$2,086.16
Year 1	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$363.86	$0.00	$363.86
Year 1	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,617.24	$0.00	$1,617.24
Year 1	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 1	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$229.59	$0.00	$229.59
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$57.60	$0.00	$57.60
Year 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$2,879.68	$0.00	$2,879.68
Year 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	125	$5,759.36	$0.00	$5,759.36
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	2	$92.16	$0.00	$92.16
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,243.26	$0.00	$2,243.26
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,243.26	$0.00	$2,243.26
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,495.52	$0.00	$1,495.52
Year 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$385.72	$0.00	$385.72
Year 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$385.72	$0.00	$385.72
Year 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$13.50	$0.00	$13.50
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 1	70112	AXON SIGNAL UNIT	96	$3,838.96	$0.00	$3,838.96
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.20	$0.00	$3.20
Year 1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$38.22	$0.00	$38.22
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,426.08	$0.00	$3,426.08
Year 1	72034	FLEET SIM INSERTION, VZW	96	$206.36	$0.00	$206.36
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,072.84	$0.00	$1,072.84
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$34,330.44	$0.00	$34,330.44
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,599.28	$0.00	$1,599.28
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,136.46	$0.00	$1,136.46
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	96	$36,367.04	$0.00	$36,367.04
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$11,871.60	$0.00	$11,871.60
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 1	73309	AXON CAMERA REFRESH ONE	129	$13,292.19	$0.00	$13,292.19
Year 1	73309	AXON CAMERA REFRESH ONE	129	$14,680.71	$0.00	$14,680.71

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	73310	AXON CAMERA REFRESH TWO	129	$13,776.36	$0.00	$13,776.36
Year 1	73310	AXON CAMERA REFRESH TWO	129	$15,215.52	$0.00	$15,215.52
Year 1	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 1	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$16,511.60	$0.00	$16,511.60
Year 1	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$484.08	$0.00	$484.08
Year 1	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 1	73449	RESPOND DEVICE LICENSE	125	$5,759.36	$0.00	$5,759.36
Year 1	73478	REDACTION ASSISTANT USER LICENSE	125	$11,276.45	$0.00	$11,276.45
Year 1	73638	STANDARDS ACCESS LICENSE	31	$3,158.96	$0.00	$3,158.96
Year 1	73638	STANDARDS ACCESS LICENSE	125	$10,366.68	$0.00	$10,366.68
Year 1	73682	AUTO TAGGING LICENSE	125	$12,737.76	$0.00	$12,737.76
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$27,644.51	$0.00	$27,644.51
Year 1	73687	EVIDENCE.COM VIEWER LICENSE	1	$46.08	$0.00	$46.08
Year 1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,037.32	$0.00	$4,037.32
Year 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$3,894.80	$0.00	$3,894.80
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,039.40	$0.00	$11,039.40
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$44,922.34	$0.00	$44,922.34
Year 1	73840	EVIDENCE.COM BASIC LICENSE	31	$5,264.96	$0.00	$5,264.96
Year 1	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 1	73897	STANDARDS SERVICE, PREMIUM	1	$5,661.24	$0.00	$5,661.24
Year 1	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	2	$460.76	$0.00	$460.76
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 1	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,692.68	$0.00	$1,692.68
Year 1	75015	SIGNAL SIDEARM KIT	125	$4,780.21	$0.00	$4,780.21
Year 1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$48.50	$0.00	$48.50
Year 1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$24.28	$0.00	$24.28
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00
Year 1	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$496.78	$0.00	$496.78
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$750.20	$0.00	$750.20
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	125	$29,683.72	$0.00	$29,683.72
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	4	$198.08	$0.00	$198.08
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$99.04	$0.00	$99.04
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 1	80400	FLEET, VEHICLE LICENSE	4	$701.92	$0.00	$701.92
Year 1	80400	FLEET, VEHICLE LICENSE	96	$15,961.24	$0.00	$15,961.24
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,719.68	$0.00	$1,719.68
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$39,105.08	$0.00	$39,105.08
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$526.44	$0.00	$526.44
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$11,971.00	$0.00	$11,971.00
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,193.24	$0.00	$1,193.24

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$27,134.08	$0.00	$27,134.08
Year 1	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$3,913.04	$0.00	$3,913.04
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	125	$12,170.72	$0.00	$12,170.72
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	4	$258.00	$0.00	$258.00
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,063.02	$0.00	$8,063.02
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	4	$389.48	$0.00	$389.48
Year 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,505.12	$0.00	$1,505.12
Year 1	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$77.36	$0.00	$77.36
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$254.80	$0.00	$254.80
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$181.10	$0.00	$181.10
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$5,794.56	$0.00	$5,794.56
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,415.32	$0.00	$1,415.32
Year 1	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 1	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00
Total				**$561,500.09**	**$0.00**	**$561,500.09**

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 2	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 2	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$22,316.51	$0.00	$22,316.51
Year 2	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$389.42	$0.00	$389.42
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,585.19	$0.00	$3,585.19
Year 2	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$12,095.10	$0.00	$12,095.10
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,195.09	$0.00	$1,195.09
Year 2	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,242.21	$0.00	$2,242.21
Year 2	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$391.09	$0.00	$391.09
Year 2	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,738.19	$0.00	$1,738.19
Year 2	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 2	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$3,095.08	$0.00	$3,095.08
Year 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	2	$99.04	$0.00	$99.04
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 2	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 2	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 2	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 2	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$14.49	$0.00	$14.49
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 2	70112	AXON SIGNAL UNIT	96	$4,126.10	$0.00	$4,126.10
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.45	$0.00	$3.45
Year 2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$41.07	$0.00	$41.07
Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,682.36	$0.00	$3,682.36
Year 2	72034	FLEET SIM INSERTION, VZW	96	$221.77	$0.00	$221.77
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,153.07	$0.00	$1,153.07
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$36,898.35	$0.00	$36,898.35
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,718.90	$0.00	$1,718.90
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,221.48	$0.00	$1,221.48
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	96	$39,087.28	$0.00	$39,087.28
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$12,759.60	$0.00	$12,759.60
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 2	73309	AXON CAMERA REFRESH ONE	129	$14,286.42	$0.00	$14,286.42
Year 2	73309	AXON CAMERA REFRESH ONE	129	$15,778.83	$0.00	$15,778.83
Year 2	73310	AXON CAMERA REFRESH TWO	129	$14,806.83	$0.00	$14,806.83
Year 2	73310	AXON CAMERA REFRESH TWO	129	$16,353.66	$0.00	$16,353.66
Year 2	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 2	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$17,746.66	$0.00	$17,746.66
Year 2	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$520.29	$0.00	$520.29
Year 2	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 2	73449	RESPOND DEVICE LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 2	73478	REDACTION ASSISTANT USER LICENSE	125	$12,119.95	$0.00	$12,119.95
Year 2	73638	STANDARDS ACCESS LICENSE	31	$3,395.26	$0.00	$3,395.26
Year 2	73638	STANDARDS ACCESS LICENSE	125	$11,142.08	$0.00	$11,142.08
Year 2	73682	AUTO TAGGING LICENSE	125	$13,690.56	$0.00	$13,690.56
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$29,712.31	$0.00	$29,712.31
Year 2	73687	EVIDENCE.COM VIEWER LICENSE	1	$49.52	$0.00	$49.52
Year 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,339.31	$0.00	$4,339.31
Year 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$4,186.14	$0.00	$4,186.14
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,865.15	$0.00	$11,865.15
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$48,282.54	$0.00	$48,282.54
Year 2	73840	EVIDENCE.COM BASIC LICENSE	31	$5,658.76	$0.00	$5,658.76
Year 2	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 2	73897	STANDARDS SERVICE, PREMIUM	1	$6,084.69	$0.00	$6,084.69
Year 2	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	2	$495.20	$0.00	$495.20
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 2	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,819.31	$0.00	$1,819.31
Year 2	75015	SIGNAL SIDEARM KIT	125	$5,137.76	$0.00	$5,137.76
Year 2	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$52.15	$0.00	$52.15
Year 2	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$26.07	$0.00	$26.07
Year 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$533.93	$0.00	$533.93
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$806.29	$0.00	$806.29
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	125	$31,904.07	$0.00	$31,904.07
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	4	$212.88	$0.00	$212.88
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$106.44	$0.00	$106.44
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 2	80400	FLEET, VEHICLE LICENSE	4	$754.42	$0.00	$754.42
Year 2	80400	FLEET, VEHICLE LICENSE	96	$17,155.13	$0.00	$17,155.13
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,848.33	$0.00	$1,848.33
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$42,030.13	$0.00	$42,030.13
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$565.81	$0.00	$565.81
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$12,866.45	$0.00	$12,866.45
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,282.51	$0.00	$1,282.51
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$29,163.68	$0.00	$29,163.68
Year 2	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$4,205.74	$0.00	$4,205.74
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	125	$13,081.07	$0.00	$13,081.07
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	4	$277.32	$0.00	$277.32
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,666.12	$0.00	$8,666.12
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	4	$418.59	$0.00	$418.59
Year 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,617.68	$0.00	$1,617.68
Year 2	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$83.14	$0.00	$83.14
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$273.88	$0.00	$273.88
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$194.62	$0.00	$194.62
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$6,228.00	$0.00	$6,228.00
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,521.17	$0.00	$1,521.17
Year 2	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 2	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00
Total				**$603,499.85**	**$0.00**	**$603,499.85**

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 3	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 3	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$22,316.51	$0.00	$22,316.51
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$389.42	$0.00	$389.42
Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,585.19	$0.00	$3,585.19
Year 3	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$12,095.10	$0.00	$12,095.10
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,195.09	$0.00	$1,195.09
Year 3	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,242.21	$0.00	$2,242.21
Year 3	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$391.09	$0.00	$391.09
Year 3	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,738.19	$0.00	$1,738.19
Year 3	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 3	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$3,095.08	$0.00	$3,095.08
Year 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	2	$99.04	$0.00	$99.04
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 3	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 3	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 3	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 3	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$14.49	$0.00	$14.49
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 3	70112	AXON SIGNAL UNIT	96	$4,126.10	$0.00	$4,126.10
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.45	$0.00	$3.45
Year 3	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$41.07	$0.00	$41.07
Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,682.36	$0.00	$3,682.36
Year 3	72034	FLEET SIM INSERTION, VZW	96	$221.77	$0.00	$221.77
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,153.07	$0.00	$1,153.07
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$36,898.35	$0.00	$36,898.35
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,718.90	$0.00	$1,718.90
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,221.48	$0.00	$1,221.48
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	96	$39,087.28	$0.00	$39,087.28
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$12,759.60	$0.00	$12,759.60
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 3	73309	AXON CAMERA REFRESH ONE	129	$14,286.42	$0.00	$14,286.42
Year 3	73309	AXON CAMERA REFRESH ONE	129	$15,778.83	$0.00	$15,778.83
Year 3	73310	AXON CAMERA REFRESH TWO	129	$14,806.83	$0.00	$14,806.83
Year 3	73310	AXON CAMERA REFRESH TWO	129	$16,353.66	$0.00	$16,353.66
Year 3	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$17,746.66	$0.00	$17,746.66
Year 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$520.29	$0.00	$520.29
Year 3	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 3	73449	RESPOND DEVICE LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 3	73478	REDACTION ASSISTANT USER LICENSE	125	$12,119.95	$0.00	$12,119.95
Year 3	73638	STANDARDS ACCESS LICENSE	31	$3,395.26	$0.00	$3,395.26
Year 3	73638	STANDARDS ACCESS LICENSE	125	$11,142.08	$0.00	$11,142.08
Year 3	73682	AUTO TAGGING LICENSE	125	$13,690.56	$0.00	$13,690.56
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$29,712.31	$0.00	$29,712.31
Year 3	73687	EVIDENCE.COM VIEWER LICENSE	1	$49.52	$0.00	$49.52

Dec 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,339.31	$0.00	$4,339.31
Year 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$4,186.14	$0.00	$4,186.14
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,865.15	$0.00	$11,865.15
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$48,282.54	$0.00	$48,282.54
Year 3	73840	EVIDENCE.COM BASIC LICENSE	31	$5,658.76	$0.00	$5,658.76
Year 3	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 3	73897	STANDARDS SERVICE, PREMIUM	1	$6,084.69	$0.00	$6,084.69
Year 3	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	2	$495.20	$0.00	$495.20
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 3	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,819.31	$0.00	$1,819.31
Year 3	75015	SIGNAL SIDEARM KIT	125	$5,137.76	$0.00	$5,137.76
Year 3	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$52.15	$0.00	$52.15
Year 3	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$26.07	$0.00	$26.07
Year 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00
Year 3	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$533.93	$0.00	$533.93
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$806.29	$0.00	$806.29
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	125	$31,904.07	$0.00	$31,904.07
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	4	$212.88	$0.00	$212.88
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$106.44	$0.00	$106.44
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 3	80400	FLEET, VEHICLE LICENSE	4	$754.42	$0.00	$754.42
Year 3	80400	FLEET, VEHICLE LICENSE	96	$17,155.13	$0.00	$17,155.13
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,848.33	$0.00	$1,848.33
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$42,030.13	$0.00	$42,030.13
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$565.81	$0.00	$565.81
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$12,866.45	$0.00	$12,866.45
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,282.51	$0.00	$1,282.51
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$29,163.68	$0.00	$29,163.68
Year 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$4,205.74	$0.00	$4,205.74
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	125	$13,081.07	$0.00	$13,081.07
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	4	$277.32	$0.00	$277.32
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,666.12	$0.00	$8,666.12
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	4	$418.59	$0.00	$418.59
Year 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,617.68	$0.00	$1,617.68
Year 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$83.14	$0.00	$83.14
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$273.88	$0.00	$273.88
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$194.62	$0.00	$194.62
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$6,228.00	$0.00	$6,228.00
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,521.17	$0.00	$1,521.17
Year 3	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 3	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00

Dec 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Total				**$603,499.85**	**$0.00**	**$603,499.85**

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 4	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 4	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 4	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$22,316.51	$0.00	$22,316.51
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$389.42	$0.00	$389.42
Year 4	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,585.19	$0.00	$3,585.19
Year 4	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$12,095.10	$0.00	$12,095.10
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,195.09	$0.00	$1,195.09
Year 4	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,242.21	$0.00	$2,242.21
Year 4	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$391.09	$0.00	$391.09
Year 4	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,738.19	$0.00	$1,738.19
Year 4	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 4	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 4	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$3,095.08	$0.00	$3,095.08
Year 4	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	2	$99.04	$0.00	$99.04
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 4	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 4	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 4	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 4	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$14.49	$0.00	$14.49
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 4	70112	AXON SIGNAL UNIT	96	$4,126.10	$0.00	$4,126.10
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.45	$0.00	$3.45
Year 4	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$41.07	$0.00	$41.07
Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,682.36	$0.00	$3,682.36
Year 4	72034	FLEET SIM INSERTION, VZW	96	$221.77	$0.00	$221.77
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,153.07	$0.00	$1,153.07
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$36,898.35	$0.00	$36,898.35
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,718.90	$0.00	$1,718.90
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,221.48	$0.00	$1,221.48
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	96	$39,087.28	$0.00	$39,087.28
Year 4	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$12,759.60	$0.00	$12,759.60
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 4	73309	AXON CAMERA REFRESH ONE	129	$14,286.42	$0.00	$14,286.42

Dec 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	73309	AXON CAMERA REFRESH ONE	129	$15,778.83	$0.00	$15,778.83
Year 4	73310	AXON CAMERA REFRESH TWO	129	$14,806.83	$0.00	$14,806.83
Year 4	73310	AXON CAMERA REFRESH TWO	129	$16,353.66	$0.00	$16,353.66
Year 4	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 4	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$17,746.66	$0.00	$17,746.66
Year 4	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$520.29	$0.00	$520.29
Year 4	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 4	73449	RESPOND DEVICE LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 4	73478	REDACTION ASSISTANT USER LICENSE	125	$12,119.95	$0.00	$12,119.95
Year 4	73638	STANDARDS ACCESS LICENSE	31	$3,395.26	$0.00	$3,395.26
Year 4	73638	STANDARDS ACCESS LICENSE	125	$11,142.08	$0.00	$11,142.08
Year 4	73682	AUTO TAGGING LICENSE	125	$13,690.56	$0.00	$13,690.56
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$29,712.31	$0.00	$29,712.31
Year 4	73687	EVIDENCE.COM VIEWER LICENSE	1	$49.52	$0.00	$49.52
Year 4	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,339.31	$0.00	$4,339.31
Year 4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$4,186.14	$0.00	$4,186.14
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,865.15	$0.00	$11,865.15
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$48,282.54	$0.00	$48,282.54
Year 4	73840	EVIDENCE.COM BASIC LICENSE	31	$5,658.76	$0.00	$5,658.76
Year 4	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 4	73897	STANDARDS SERVICE, PREMIUM	1	$6,084.69	$0.00	$6,084.69
Year 4	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	2	$495.20	$0.00	$495.20
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 4	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,819.31	$0.00	$1,819.31
Year 4	75015	SIGNAL SIDEARM KIT	125	$5,137.76	$0.00	$5,137.76
Year 4	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$52.15	$0.00	$52.15
Year 4	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 4	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$26.07	$0.00	$26.07
Year 4	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00
Year 4	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 4	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$533.93	$0.00	$533.93
Year 4	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$806.29	$0.00	$806.29
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	125	$31,904.07	$0.00	$31,904.07
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	4	$212.88	$0.00	$212.88
Year 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$106.44	$0.00	$106.44
Year 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 4	80400	FLEET, VEHICLE LICENSE	4	$754.42	$0.00	$754.42
Year 4	80400	FLEET, VEHICLE LICENSE	96	$17,155.13	$0.00	$17,155.13
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,848.33	$0.00	$1,848.33
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$42,030.13	$0.00	$42,030.13
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$565.81	$0.00	$565.81
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$12,866.45	$0.00	$12,866.45

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,282.51	$0.00	$1,282.51
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$29,163.68	$0.00	$29,163.68
Year 4	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$4,205.74	$0.00	$4,205.74
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	125	$13,081.07	$0.00	$13,081.07
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	4	$277.32	$0.00	$277.32
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,666.12	$0.00	$8,666.12
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	4	$418.59	$0.00	$418.59
Year 4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,617.68	$0.00	$1,617.68
Year 4	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$83.14	$0.00	$83.14
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$273.88	$0.00	$273.88
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$194.62	$0.00	$194.62
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$6,228.00	$0.00	$6,228.00
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,521.17	$0.00	$1,521.17
Year 4	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 4	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00
Total				**$603,499.85**	**$0.00**	**$603,499.85**

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	5	$0.00	$0.00	$0.00
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	181	$0.00	$0.00	$0.00
Year 5	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 5	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	30	$0.00	$0.00	$0.00
Year 5	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	275	$0.00	$0.00	$0.00
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	96	$22,316.51	$0.00	$22,316.51
Year 5	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	4	$389.42	$0.00	$389.42
Year 5	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	181	$3,585.19	$0.00	$3,585.19
Year 5	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	40	$0.00	$0.00	$0.00
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125	$12,095.10	$0.00	$12,095.10
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	$0.00	$0.00	$0.00
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	$1,195.09	$0.00	$1,195.09
Year 5	20018	TASER 7 BATTERY PACK, TACTICAL	150	$2,242.21	$0.00	$2,242.21
Year 5	20018	TASER 7 BATTERY PACK, TACTICAL	30	$0.00	$0.00	$0.00
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	$391.09	$0.00	$391.09
Year 5	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	$1,738.19	$0.00	$1,738.19
Year 5	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	2	$0.00	$0.00	$0.00
Year 5	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	23	$0.00	$0.00	$0.00
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$246.78	$0.00	$246.78
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$61.90	$0.00	$61.90
Year 5	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125	$3,095.08	$0.00	$3,095.08
Year 5	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$0.00	$0.00	$0.00
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	1	$0.00	$0.00	$0.00
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	25	$0.00	$0.00	$0.00
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	2	$99.04	$0.00	$99.04
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375	$2,411.06	$0.00	$2,411.06
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$0.00	$0.00	$0.00
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$0.00	$0.00	$0.00
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$0.00	$0.00	$0.00
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250	$1,607.37	$0.00	$1,607.37
Year 5	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 5	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 5	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$414.57	$0.00	$414.57
Year 5	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$0.00	$0.00	$0.00
Year 5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	$14.49	$0.00	$14.49
Year 5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$0.00	$0.00	$0.00
Year 5	70112	AXON SIGNAL UNIT	96	$4,126.10	$0.00	$4,126.10

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Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	16	$0.00	$0.00	$0.00
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$0.00	$0.00	$0.00
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$3.45	$0.00	$3.45
Year 5	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	250	$41.07	$0.00	$41.07
Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	96	$3,682.36	$0.00	$3,682.36
Year 5	72034	FLEET SIM INSERTION, VZW	96	$221.77	$0.00	$221.77
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	$0.00	$0.00	$0.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,153.07	$0.00	$1,153.07
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	96	$36,898.35	$0.00	$36,898.35
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	4	$1,718.90	$0.00	$1,718.90
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	3	$1,221.48	$0.00	$1,221.48
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	96	$39,087.28	$0.00	$39,087.28
Year 5	72040	FLEET REFRESH, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	250	$12,759.60	$0.00	$12,759.60
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	$0.00	$0.00	$0.00
Year 5	73309	AXON CAMERA REFRESH ONE	129	$14,286.42	$0.00	$14,286.42
Year 5	73309	AXON CAMERA REFRESH ONE	129	$15,778.83	$0.00	$15,778.83
Year 5	73310	AXON CAMERA REFRESH TWO	129	$14,806.83	$0.00	$14,806.83
Year 5	73310	AXON CAMERA REFRESH TWO	129	$16,353.66	$0.00	$16,353.66
Year 5	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	4	$0.00	$0.00	$0.00
Year 5	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	96	$17,746.66	$0.00	$17,746.66
Year 5	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	4	$520.29	$0.00	$520.29
Year 5	73449	RESPOND DEVICE LICENSE	125	$0.00	$0.00	$0.00
Year 5	73449	RESPOND DEVICE LICENSE	125	$6,190.16	$0.00	$6,190.16
Year 5	73478	REDACTION ASSISTANT USER LICENSE	125	$12,119.95	$0.00	$12,119.95
Year 5	73638	STANDARDS ACCESS LICENSE	31	$3,395.26	$0.00	$3,395.26
Year 5	73638	STANDARDS ACCESS LICENSE	125	$11,142.08	$0.00	$11,142.08
Year 5	73682	AUTO TAGGING LICENSE	125	$13,690.56	$0.00	$13,690.56
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	$0.00	$0.00	$0.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	31	$0.00	$0.00	$0.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	125	$29,712.31	$0.00	$29,712.31
Year 5	73687	EVIDENCE.COM VIEWER LICENSE	1	$49.52	$0.00	$49.52
Year 5	73688	MULTI-BAY BWC DOCK 2ND REFRESH	16	$4,339.31	$0.00	$4,339.31
Year 5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	16	$4,186.14	$0.00	$4,186.14
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	$11,865.15	$0.00	$11,865.15
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	125	$48,282.54	$0.00	$48,282.54
Year 5	73840	EVIDENCE.COM BASIC LICENSE	31	$5,658.76	$0.00	$5,658.76
Year 5	73893	STANDARDS LICENSE, NON-SWORN	69	$0.00	$0.00	$0.00
Year 5	73897	STANDARDS SERVICE, PREMIUM	1	$6,084.69	$0.00	$6,084.69
Year 5	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	150	$0.00	$0.00	$0.00
Year 5	74200	TASER 7 6-BAY DOCK AND CORE	2	$495.20	$0.00	$495.20
Year 5	74200	TASER 7 6-BAY DOCK AND CORE	1	$0.00	$0.00	$0.00
Year 5	74210	AXON BODY 3 - 8 BAY DOCK	16	$1,819.31	$0.00	$1,819.31
Year 5	75015	SIGNAL SIDEARM KIT	125	$5,137.76	$0.00	$5,137.76
Year 5	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	$52.15	$0.00	$52.15
Year 5	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$0.00	$0.00	$0.00
Year 5	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	$26.07	$0.00	$26.07

Dec 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$0.00	$0.00	$0.00
Year 5	80223	INACTIVE CHANNEL ACCESS LICENSE	2	$0.00	$0.00	$0.00
Year 5	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150	$533.93	$0.00	$533.93
Year 5	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.00	$0.00	$0.00
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	96	$806.29	$0.00	$806.29
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	125	$31,904.07	$0.00	$31,904.07
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	25	$0.00	$0.00	$0.00
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	4	$212.88	$0.00	$212.88
Year 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$106.44	$0.00	$106.44
Year 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$0.00	$0.00	$0.00
Year 5	80400	FLEET, VEHICLE LICENSE	4	$754.42	$0.00	$754.42
Year 5	80400	FLEET, VEHICLE LICENSE	96	$17,155.13	$0.00	$17,155.13
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	4	$1,848.33	$0.00	$1,848.33
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	96	$42,030.13	$0.00	$42,030.13
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	4	$565.81	$0.00	$565.81
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	96	$12,866.45	$0.00	$12,866.45
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	8	$1,282.51	$0.00	$1,282.51
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	192	$29,163.68	$0.00	$29,163.68
Year 5	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	96	$4,205.74	$0.00	$4,205.74
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	125	$13,081.07	$0.00	$13,081.07
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	4	$277.32	$0.00	$277.32
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	125	$8,666.12	$0.00	$8,666.12
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	4	$418.59	$0.00	$418.59
Year 5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	16	$1,617.68	$0.00	$1,617.68
Year 5	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	4	$83.14	$0.00	$83.14
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	$273.88	$0.00	$273.88
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$194.62	$0.00	$194.62
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	96	$6,228.00	$0.00	$6,228.00
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	0	$0.00	$0.00	$0.00
Year 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	$1,521.17	$0.00	$1,521.17
Year 5	T7Cert	2021 Taser 7 Certification Bundle	125	$0.00	$0.00	$0.00
Year 5	Unlimited7	2021 Unlimited 7 Bundle	125	$0.00	$0.00	$0.00
Total				**$603,499.85**	**$0.00**	**$603,499.85**

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Master Services and Purchasing Agreement entered into between the parties March 2, 2017 (the MSPA), together with the attached Fleet Statement of Work. In addition, to the extent Axon Enterprise, Inc.'s TASER 7 Agreement entered into between the parties on June 07, 2021 (the TASER 7 Agreement) contains additional terms which are not specific to the purchase or use of TASER 7, such terms shall apply and shall govern over any contradictory terms contained in the MSPA. Specifically, Section 16: Confidentiality; Section 20: E-Verify; and Section 21: Scrutinized Companies, of the TASER 7 Agreement shall apply to this transaction.

Product Specific Terms:

Axon Fleet. The attached Axon Fleet Appendix shall apply to Agency's purchase of Axon Fleet.

Axon Respond. The attached Axon Respond Appendix shall apply to Agency's purchase of Axon Respond.

Axon Auto-Tagging. The attached Axon Auto-Tagging Appendix shall apply to Agency's purchase of Axon Auto-Tagging.

Axon Redaction Assistant. The attached Add-On Services Appendix shall apply to Agency's purchase of Axon Redaction Assistant and

Performance.

Axon Virtual Reality. The attached Axon Virtual Reality Appendix shall apply to Agency's purchase of Axon Virtual Reality.

Axon Auto-Transcribe. The attached Axon Auto-Transcribe Appendix shall apply to Agency's purchase of Axon Auto-Transcribe.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00010415. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

10/26/2022

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Boynton Beach Police Dept. - FL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not ‘certify’ a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Auto-Tagging Appendix

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Virtual Reality Content Terms of Use Appendix

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-virtual-reality-privacy-policy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

    1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

TASER

PROTECT LIFE

MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

Boynton Beach Police Dept. - FL

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Boynton Beach Police Dept. - FL , (**Agency, Party** or collectively **Parties**) having its principal place of business at 100 E. Boynton Beach Blvd., Boynton Beach, FL, 33435, is entered into as of March 2, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-92696 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"**Installation Site**" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the

quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.

4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

7.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from

the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 **Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

8 **Product Warnings.** See our website at www.TASER.com for the most current product warnings.

9 **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 **Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.

11 **Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 **IP Rights**. TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.

13 **IP Indemnification**. TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 **Agency Responsibilities**. The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

15 **Termination.**

15.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.

15.2 **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

15.3 **Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 **After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve

Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 **Post-Termination Assistance.** TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 **General.**

16.1 **Confidentiality**. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.

16.2 **Excusable delays**. TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

16.3 **Force Majeure**. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 **Proprietary Information**. The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 **Independent Contractors**. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

16.6 **No Third Party Beneficiaries**. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

16.7 **Non-discrimination and Equal Opportunity**. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

16.8 **U.S. Government Rights**. Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

16.9 **Import and Export Compliance**. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

16.10 **Assignment**. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

16.11 **No Waivers**. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 **Severability**. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 **Governing Law; Venue**. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 **Notices**. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com

AGENCY:

16.15 **Entire Agreement**. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.
Signature: _____
Name: Josh Isner
Title: EVP, Global Sales
Date: 3/1/17
Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

Email: contracts@taser.com

Boynton Beach
Signature: _____
Name: Lori LaVerriere
Title: City Manager
Date: 3/7/17
Address: 100 E. Boynton Beach Blvd., Boynton Beach, FL, 33435

APPROVED AS TO FORM:
_____
CITY ATTORNEY

Evidence.com Terms of Use Appendix

1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

3 **Evidence.com Data Security.**

3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or

(c) perform analytic and diagnostic evaluations of the systems.

6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.

7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.

8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:

8.1. The Termination provisions of the Master Service Agreement apply;

8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;

8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 **Software Services Warranty**. TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 **License Restrictions**. Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued

compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

TASER
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Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session Included
Dock Installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. On site Assistance Included
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.

2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

3 **Delivery of Services.**

3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.

3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.

6 **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

7 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no

event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER
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TASER Assurance Plan
Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

1 **TAP Warranty Coverage**. TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

2 **TAP Term**. TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

3 **SPARE Product**. TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

3.1. Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.

4 **TAP Upgrade Models**. Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-

officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. **TAP Dock Upgrade Models**. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. TASER will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

5.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

TASER
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Axon Integration Services
Appendix

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or a purchase order for the Integration Services, whichever is first.

2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.

3. **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in the Quote.

4. **Delivery of Integration Services.**
   - **4.1 Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.
   - **4.2 Changes to Services.** Changes to the scope of the Integration Services must be documented and greed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
   - **4.3 Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.

5 **Acceptance.** TASER will present Agency with a completed Checklist (**Checklist**) certifying TASER's completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and will re-present the Checklist for the Agency's review. If TASER does not receive a written notification of the reasons for rejection of the Checklist, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

6 **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:
   - **6.1** Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
   - **6.2** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
   - **6.3** Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and

any other materials needed to perform the Integration Services);

6.4 Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;

6.5 Promptly installing and implementing any and all software updates provided by TASER;

6.6 Ensuring that all appropriate data backups are performed;

6.7 Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;

6.8 Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;

6.9 Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and

6.10 Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

8 **Definitions.**

"Integration Services" means the professional services provided by us pursuant to this SOW.

TASER International
Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-991-0791

Joe DeGuilio
(561) 742-6126
(561) 742-6185
degiulioj@bbfl.us

Quotation

Quote: Q-92696-3
Date: 1/13/2017 8:15 AM
Quote Expiration: 2/20/2017
Contract Start Date*: 3/1/2017
Contract Term: 5 years

AX Account Number:
111065

Bill To:
Boynton Beach Police Dept. - FL
P.O. BOX 310
Boynton Beach, FL 33425
US

Ship To:
Joe DeGuilio
Boynton Beach Police Dept. - FL
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Mellen	800-978-2737	amellen@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1: Hardware - Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
80	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 31,920.00	USD 23,920.00	USD 8,000.00
80	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 490.00	USD 0.00	USD 490.00
14	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 20,930.00	USD 0.00	USD 20,930.00
14	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,024.00	USD 0.00	USD 3,024.00
80	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 31,920.00	USD 31,920.00	USD 0.00
80	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
80	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	85086	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR	USD 1,020.00	USD 81,600.00	USD 81,600.00	USD 0.00
60	70112	AXON SIGNAL UNIT	USD 279.00	USD 16,740.00	USD 0.00	USD 16,740.00
80	70116	PPM, SIGNAL	USD 89.99	USD 7,199.20	USD 7,199.20	USD 0.00
				Year 1: Hardware - Due Net 30 Total Before Discounts:		USD 193,823.20
				Year 1: Hardware - Due Net 30 Discount:		USD 144,639.20
				Year 1: Hardware - Due Net 30 Net Amount Due:		USD 49,184.00

Year 1: Evidence.com - Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
80	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 75,840.00	USD 0.00	USD 75,840.00
3,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 14,400.00	USD 0.00	USD 14,400.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 3,750.00	USD 11,250.00
				Year 1: Evidence.com - Due Net 30 Total Before Discounts:		USD 112,740.00
				Year 1: Evidence.com - Due Net 30 Discount:		USD 3,750.00
				Year 1: Evidence.com - Due Net 30 Net Amount Due:		USD 108,990.00

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
2	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
				Spares Total Before Discounts:		USD 0.00
				Spares Net Amount Due:		USD 0.00

Year 2 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
80	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 75,840.00	USD 0.00	USD 75,840.00
3,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
25	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,024.00	USD 0.00	USD 3,024.00
80	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 14,400.00	USD 0.00	USD 14,400.00

Year 2 - Evidence.com Total Before Discounts:	USD 100,764.00
Year 2 - Evidence.com Net Amount Due:	USD 100,764.00

Year 3 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
80	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 75,840.00	USD 0.00	USD 75,840.00
3,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,024.00	USD 0.00	USD 3,024.00
80	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 14,400.00	USD 0.00	USD 14,400.00

Year 3 - Evidence.com Total Before Discounts:	USD 100,764.00
Year 3 - Evidence.com Net Amount Due:	USD 100,764.00

Year 4 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
80	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 75,840.00	USD 0.00	USD 75,840.00
3,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,024.00	USD 0.00	USD 3,024.00
80	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 14,400.00	USD 0.00	USD 14,400.00

Year 4 - Evidence.com Total Before Discounts:	USD 100,764.00
Year 4 - Evidence.com Net Amount Due:	USD 100,764.00

Year 5 - Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
80	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 75,840.00	USD 0.00	USD 75,840.00
3,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
25	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,024.00	USD 0.00	USD 3,024.00
80	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 14,400.00	USD 0.00	USD 14,400.00

Year 5 - Evidence.com Total Before Discounts:	USD 100,764.00
Year 5 - Evidence.com Net Amount Due:	USD 100,764.00

Subtotal	USD 561,230.00
Estimated Shipping & Handling Cost	USD 553.92
Grand Total	USD 561,783.92

Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Body 2 Shipping

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

TASER International, Inc.

Signature: _____ **Date:** 3/1/17

Name (Print): Josh Isner **Title:** EVP, Global Sales

PO# (if needed): _____

Boynton Beach Police Department

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Quote: Q-92696-3

Please sign and email to Andrew Mellen at amellen@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

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RESOLUTION NO. R17-011

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER SIGN A MASTER SERVICES AND PURCHASING AGREEMENT AND ALL RELATED DOCUMENT, SUBJECT TO CITY ATTORNEY APPROVAL, WITH TASER INTERNATIONAL, INC., FOR THE PURCHASE OF 80 BODY WORN CAMERAS AND A FIVE YEAR SUBSCRIPTION OF EVIDENCE.COM FOR UNLIMITED STORAGE OF ALL VIDEO FROM THE CAMERAS IN THE AMOUNT OF $561,783.92; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department is requesting to purchase 80 body worn cameras and associated digital evidence management software which will include the necessary accessories, storage, management tools and training for a successful body worn cameras program; and

WHEREAS, this will also provide unlimited storage for all video recorded using TASER equipment and will benefit the Police Department by not having to purchase more storage space regardless of what happens with State retention laws or agency policy; and

WHEREAS, staff has recommended that the City Commission approve a five (5) year subscription with Evidence.com and the purchase of 80 body worn cameras from Taser International, Inc., utilizing $49,737.92 for the cost of the cameras from the Federal Forfeiture Law Enforcement Trust Fund and the five year subscription for unlimited storage in the amount of $512,046.00 from the departmental budget.

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

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

hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby authorizes and directs the City Manager to sign a Master Services and Purchase Agreement, along with all related documents, subject to City Attorney Approval, with Taser International, Inc., for the five (5) year subscription with Evidence.com and the purchase of 80 body worn cameras from Taser International, Inc., utilizing $49,737.92 for the cost of the cameras from the Federal Forfeiture Law Enforcement Trust Fund and the five year subscription for unlimited storage in the amount of $512,046.00 from the departmental budget, a copy of said Master Services and Purchase Agreement final document is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 17th day of January, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 5-0

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

C:\Users\StanzloneT\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\SATN0EVN\Body_worn_camera_purchase_Taser_Intl_-_Reso.doc

Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1 **Term**. The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.

2 **TASER 7 Duty Cartridge Replacement Access**. If the Quote includes "**TASER 7 Duty Cartridge Replacement Access License**", this section applies. The cost of the TASER 7 Duty Cartridge Replacement Plan for each CEW user is included in the Agency's fees paid pursuant to this agreement. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.

3 **Training**. The Quote includes two annual instructor training vouchers and one annual master instructor voucher. Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses incurred by the Agency in attending such trainings and will be Agency's responsibility.

4 **Payment**. Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.

5 **Shipping**. Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote, if any. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured hardware is free

from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware. For purposes of clarity, Safariland holsters listed in the Quote are Axon-manufactured accessories.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

8 **Warranty Limitations**. Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

9 **Spare Products**. Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote (**"Spare Products"**). Spare Products will replace non-functioning units. If Agency

uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.

10 **Trade-In**. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

11 **Product Warnings**. See www.axon.com/legal for the most current Axon product warnings.

12 **Design Changes**. Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.

13 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination. The Agency will provide notice of such non-appropriations within thirty (30) days of determining that funds needed to maintain this agreement have not been appropriated.

13.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

14 **Delays**. Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.

15 **Proprietary Information**. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and

designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.

16 **Confidentiality**. The Agency is public agency subject to Chapter 119, Florida Statutes. Axon shall comply with Florida's Public Records Law. Specifically, Axon shall:

16.1. Keep and maintain public records required by Agency to perform the service;

16.2. Upon request from Agency's custodian of public records, provide Agency 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;

16.3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Axon shall destroy all copies of such confidential and exempt records remaining in its possession once Axon transfers the records in its possession to the Agency; and

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

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

CITY CLERK – CITY OF BOYNTON BEACH
100 EAST OCEAN AVENUE, BOYNTON BEACH, FLORIDA, 33435
561-742-6061
CITYCLERK@BBFL.US

17 **Export Compliance**. Each party will comply with all import and export control laws and regulations.

18 **Assignment**. Agency may not assign or transfer this Agreement without Axon's prior written approval.

19 **Governing Law; Venue**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20 **E-Verify.**

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Axon was required to register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Axon has registered for and utilized the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- All persons employed by Axon to perform employment duties within Florida during the term of the Agreement; and
- All persons (including subvendors/subconsultants/subcontractors) assigned by Axon to perform work pursuant to the Agreement with the City of Boynton Beach. Axon acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the City of Boynton Beach; and
- Axon shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Axon shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Axon shall maintain a copy of such affidavit for the duration of the Agreement.

20.1. Contract Termination

20.1.1. If the Agency has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the Agreement shall be terminated.

20.1.2. If the Agency has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Axon otherwise complied with s. 448.095 (2) Fla. Stat., Agency shall promptly notify Axon and order Axon to immediately terminate the contract with the subcontractor.

20.1.3. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

20.1.4. Any challenge to termination under this provision must be filed in the Circuit Court of Palm Beach County no later than 20 calendar days after the date of termination.

20.1.5. If the Agreement is terminated for a violation of the statute by Axon, Axon may not be awarded a public contract by the Agency for a period of 1 year after the date of termination.

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20.1.5. If the Agreement is terminated for a violation of the statute by Axon, Axon may not be awarded a public contract by the Agency for a period of 1 year after the date of termination.

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

22 **Entire Agreement**. This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 5/27/2021 | 4:28 PM MST

Agency

Signature: _____

Name: LORI LAVERRIERE

Title: CITY MANAGER

Date: 06/07/2021

APPROVED AS TO FORM:

_____ CITY ATTORNEY

TASER 7 Axon Evidence Terms of Use Appendix

1 **Definitions**.

"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection as more fully described at https://www.axon.com/legal/cloud-services-privacy-policy and https://www.axon.com/security/axon-evidence and attached to this Agreement. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum released June 1, 2020.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency

will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future products and services.

8 **Storage**. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. For purposes of clarity, Agency Content that has been moved into archival storage remains Agency Content. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access. The Agency's data will be stored until this Agreement expires or terminates, subject to Section 13 of this Appendix. Data that is more than six months old will be moved to archival storage and will not be accessible as immediately as data in primary storage.

9 **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;

10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon

Evidence due to suspension, except as specified elsewhere in this Agreement.

11 **Axon Evidence Warranty**. Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.

12 **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;

12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.

13 **After Termination**. Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. After these 90 days, Axon will thereafter, unless legally prohibited, delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

14 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on

behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.

16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

ADDENDUM TO MASTER SERVICES AND PURCHASING AGREEMENT

THIS ADDENDUM ("Addendum"), is dated _____, 2022, and is entered into by and between:

> **THE CITY OF BOYTNON BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY,"
>
> and
>
> **AXON ENTERPRISE, INC.**, a For Profit Corporation registered in the State of Delaware with a principal address of 17800 N 85th St., Scottsdale, Arizona 85255 ("VENDOR").
>
> The CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the CITY desires to purchase safety video surveillance solutions with related equipment, software and accessories, as more particularly described in VENDOR's proposal Q-385041-44860.550DB, attached hereto as **Exhibit "A"**; and,

WHEREAS, the CITY currently utilizes VENDOR's unique and proprietary solutions, equipment, and software on an on-going basis and desires to obtain additional commodities as more particularly described in **Exhibit "A"**, which must be compatible with the CITY's existing equipment and systems; and,

WHEREAS, CITY Purchasing Policy Section X., entitled "Alternatives to Formal Sealed Bids," allows an award for Commodities, Services, or a construction item without competition when it is determined that there is only one source available; and,

WHEREAS, the CITY desires to procure the needed commodities from VENDOR in order to ensure efficiency, compatibility, and to allow the CITY to realize cost savings now and in the future; and,

WHEREAS, the Parties wish to incorporate and supplement the requirements set forth in the Master Services and Purchasing Agreement (this Addendum and the Master Services Agreement may be collectively referred to herein as "Agreement") with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. **Term and Termination**. The term of this Agreement shall begin on January 1, 2023, and continue for a sixty (60) month period as more specifically described **Exhibit "A"**. The term of the Agreement shall not automatically renew, any renewal must be in writing

and will not be effective until fully executed by the Parties. The Agreement may be terminated by CITY for convenience, upon providing thirty (30) days written notice of such termination to VENDOR, in which event VENDOR shall be paid its compensation for products provided and services performed to termination date including services reasonably related to termination as set forth in the Agreement.

2. **Payment Terms**. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.

3. **Governing Law and Venue**. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Palm Beach County, Florida.

3. **Public Records**. VENDOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, VENDOR shall:

3.1 Keep and maintain public records required by the CITY in order to perform the service;

3.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

3.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the VENDOR does not transfer the records to the CITY; and

3.4 Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the VENDOR, or keep and maintain public records required by the CITY to perform the service. If the VENDOR transfers all public records to the CITY upon completion of the contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

3.5 The failure of VENDOR to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the CITY may terminate the Agreement. **Failure to comply with said statutory requirements may subject VENDOR to penalties under 119.10, Florida Statutes, as amended.**

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

CITY CLERK
PO BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061
CITYCLERK@BBFL.US

4. **Notice**. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

For CITY:
City Manager
City of Boynton Beach
100 East Ocean Ave,
Boynton Beach, Florida 33435
Telephone No. (561) 742-6000

With copy to:
City Attorney
Michael D. Cirullo, Jr., Esquire
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500

5. **Confidentiality**. The confidentiality obligations set forth in **Exhibit "A"** shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.

6. **Compliance with Laws**. VENDOR hereby warrants and agrees, that at all times material to the Agreement, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of the Agreement.

7. **Sovereign Immunity**. Nothing contained in **Exhibit "A"**, the Master Services and Purchasing Agreement, nor contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

8. **Scrutinized Companies**. VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

8.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

8.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

8.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

8.2.2 Is engaged in business operations in Syria.

9. **Employment Eligibility**. VENDOR certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

9.1 **Definitions for this Section**.

9.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

9.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

9.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

9.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating

employers to electronically verify the employment eligibility of newly hired employees.

9.2 **Registration Requirement; Termination**. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

9.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

9.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boyton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boyton Beach; and

9.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

10. **Attorneys' Fees**. In the event that either Party brings suit for enforcement of the Agreement or for collection of payment, each Party shall bear its own attorney's fees and court cost. Any counsel retained by VENDOR shall be reasonably satisfactory to CITY and CITY reserves the right to approve the settlement of any claim related to Agreement.

11. **Insurance**. In order to be approved by the CITY to perform services on City property, VENDOR must maintain at your sole expense all necessary insurance in such form and amount as required by City's Risk Management Department which includes, but is not limited to, General Liability Insurance, in the amount of one million dollars ($1,000,000) per occurrence, general aggregate combined single limit for Automobile liability, including premises and operation, as well as Products Completed/Operations Aggregate, and Personal Advertising Injury; and, all

other insurance coverage reasonably required by the CITY, including Workers' Compensation, Employers' Liability Insurance, Umbrella/Excess Liability Insurance, and Professional Liability when appropriate. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability. The CITY shall be named as an additional insured with respect to General Liability on all insurance policies. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein must be maintained in order for VENDOR to remain in compliance, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

12. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.

13. **Equal Opportunity**. VENDOR shall comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any CITY employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

14. **Entire Agreement**. The Parties agree that **Exhibit "A"**, the Master Services and Purchasing Agreement, and this Addendum represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

15. **Conflict**. In the event of any conflict or ambiguity by and between the terms and provisions of **Exhibit "A"**, the Master Services and Purchasing Agreement, and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.

16. **Binding Authority**. Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.

17. **Counterparts and Execution**. The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be

an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective

upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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

ATTEST:

_____

Approved as to form:

_____

CITY ATTORNEY

CITY OF BOYNTON BEACH

BY: _____

_____
DATE

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

AXON ENTERPRISE, INC., a Delaware For Profit Company

BY: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____online notarization, this __ day of _____, 2022 by _____, as AXON ENTERPRISE, INC., a Delaware For Profit Corporation, on behalf of the company, who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 2022.

_____
NOTARY PUBLIC

_____
My Commission Expires:

_____
Serial Number, if any:

EXHIBIT “A”

[Q-385041-44860.550DB]

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Police Dept.
Division	Technical Services
Point of Contact	Karl Maracotta
Phone Number	561-742-6170
Vendor	
Company Name	Axon Enterprise, Inc
Address	17800 N 85th Street, Scottsdale, Arizona 85255
Phone Number	480-905-2000
Point of Contact and Title	Daniel Blair
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	N/A
Product or Service	
Product/Service Name	Axon Digital Evidence Solution
Manufacturer	Axon
Make/Model #	See backup
Price	Varies (see back up)
Did you negotiate the terms or prices with the vendor? ☐ Yes ■ No	
Why is this price considered to be fair and reasonable? This vendor is the only one that provides this product. It is competitive with other products.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ☐ No

Section B – Justification

This is a sole source because (choose any that apply):

☐ Sole provider of a licensed or patented good or service

☐ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☐ Single Source of factory-authorized warranty service

■ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific.

This product supports our current Evidence.com system in which such support is not available from other vendors.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

Matthew Zeller — Signature
10/31/2022 — Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☐ to be advertised for a period of 7 business days before award.

Mara Frederiksen — Signature
11/7/2022 — Date

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

July 28, 2021

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

[1] Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

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- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

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Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and

interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology
- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock
- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System
- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure

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- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors

- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.

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- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

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Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

AXON

Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023

- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027

13. Axon Signal Unit Model: 70112

14. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

15. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.

2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

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City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Resolution No. R22-169- Approve and authorize the Mayor to sign the Subrecipient Grant Agreement No. H0861 with the Florida Division of Emergency Management Agency (FDEM) Hazard Mitigation Grant Program (HMGP) in the amount of $246,832.50 for the City's Watershed Management Plan.

Explanation of Request:
The Community Rating System (CRS) is a voluntary program under the Federal Emergency Management Agency (FEMA) allowing communities to earn flood insurance discounts of up to 45%. Under FEMA's National Flood Insurance Program (NFIP), cities and non-incorporated areas can earn points for conducting floodplain management activities that surpass the minimum NFIP requirements.

The City of Boynton Beach is currently a CRS Class 5 community, achieving up to 25% discount on flood insurance policies. For the City to achieve a CRS Class 4 ranking the City needs to create and adopt a Watershed Master Plan. The Watershed Planning Initiative (WPI) is federally funded through the Hazard Mitigation Grant Program (HMGP) and administered by the Florida Division of Emergency Management (FDEM). The program aims to ensure Florida communities work to improve CRS Class rankings, which in turn reduces National Flood Insurance rates for Florida residents and enhances mitigation practices in communities that are vulnerable to flood risks.

On June 16, 2022, the City submitted an application for funding to prepare a Watershed Master Plan, coordinating with FEMA reviewers to ensure acceptance and approval of the Master Plan documents to fulfill CRS Class 4 requirements. The requested grant funding for the project is $329,110.00. Federal funding in the amount of $246,832.50 will be awarded to the City under Grant Agreement No. H0861. The City's required 25% match of $82,277.50 is available in the Utilities CIP Budget.

How will this affect city programs or services?
Completion of the Watershed Master Plan is the pre-requisite for the City to achieve a CRS Class 4 ranking, which will increase the flood insurance discount from 25% to 30% for property and business owners in the City. In addition, this project will provide a detailed understanding of how the City's stormwater system will operate under flood conditions, enhancing the City's ability to mitigate flooding and build resilience to sea level rise and climate change.

Fiscal Impact:
The City will provide funds from the Utilities CIP budget 403-5000-536.31-90 for a total estimated project cost of $329,110.00. Federal funding in the amount of $246,832.50 for the grant award will be reimbursed upon completion of deliverables.

Alternatives:
Do not approve the execution of the Subrecipient Agreement.

Strategic Plan: Public Health and Safety , Environmental Sustainability

Strategic Plan Application:

Climate Action Application:
This CRS program supports the implementation of climate adaption strategies recommended by the 2021 Multi-Jurisdictional Climate Change Vulnerability Assessment.

The City's continual improvement in the CRS program, along with active participation in the Palm Beach County Local Mitigation Strategy (LMS), the 2019 Repetitive Loss Area Analyses, and the 2020 Flood Mitigation Plan, improve the City's competitiveness for state and federal grant programs to implement future flood mitigation and resilient infrastructure projects.

Is this a grant? Yes

Grant Amount: $246,832.50

Attachments:

	Type	Description
🗋	Resolution	Resolution approving Watershed Management Plan Grant
🗋	Agreement	Grant agreement H0861
🗋	Attachment	Attachment I signed by Grant Manager
🗋	Attachment	Attachment K to be signed by Mayor

RESOLUTION NO. R22-169

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE SUBRECIPIENT GRANT AGREEMENT NO. H0861 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AGENCY (FDEM) HAZARD MITIGATION GRANT PROGRAM (HMGP) IN THE AMOUNT OF $246,832.50 FOR THE CITY'S WATERSHED MANAGEMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Rating System (CRS) is a voluntary program under the Federal Emergency Management Agency (FEMA) allowing communities to earn flood insurance discounts of up to 45%; and

WHEREAS, under FEMA's National Flood Insurance Program (NFIP), cities and non-incorporated areas can earn points for conducting floodplain management activities that surpass the minimum NFIP requirements; and

WHEREAS, The City of Boynton Beach is currently a CRS Class 5 community, achieving up to 25% discount on flood insurance policies, however, for the City to achieve a CRS Class 4 ranking the City needs to create and adopt a Watershed Master Plan; and

WHEREAS, on June 16, 2022, the City submitted an application for funding to prepare a Watershed Master Plan, coordinating with FEMA reviewers to ensure acceptance and approval of the Master Plan documents to fulfill CRS Class 4 requirements; and

WHEREAS, The requested grant funding for the project is $329,110.00 of which Federal funding in the amount of $246,832.50 will be awarded to the City under Grant Agreement No. H0861 and the City's required 25% match of $82,277.50 is available in the Utilities CIP Budget.

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

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

Section 2. The City Commission approves and authorizes the Mayor to sign the Subrecipient Grant Agreement No. H0861 with the Florida Division of Emergency Management Agency (FDEM) Hazard Mitigation Grant Program (HMGP) in the amount of $246,832.50 for the City's Watershed Management Plan, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Boynton Beach
PROJECT #:	4337-4-Pg
PROJECT TITLE:	Boynton Beach Watershed Management Plan
CONTRACT #:	H0861
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Angela Prymas, P.E. Senior Engineer 124 E Woolbright Rd Boynton Beach, FL 33435

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

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist Daniel Ring on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 270-7423 or email me at marilyn.montgomery@em.myflorida.com.

Agreement Number: **H0861**

Project Number: **4337-4-Pg**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	City of Boynton Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	FYYMUAVJDKC6 / 59-6000282
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	September 13, 2018
Subaward Period of Performance Start and End Date:	Upon execution thru September 30, 2023
Amount of Federal Funds Obligated by this Agreement:	$246,832.50
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$246,832.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$246,832.50
Federal award project description (see FFATA):	Watershed Management Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	marilyn.montgomery@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

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

Marilyn Montgomery
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-270-7423
Email: marilyn.montgomery@em.myflorida.com

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

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

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

   Angela Prymas, P.E.
   Senior Engineer
   124 E Woolbright Rd
   Boynton Beach, FL 33435
   Telephone: 561-742-6421
   Email: prymasa@bbfl.us

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on September 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

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

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$246,832.50**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

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

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

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

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

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

i. They are provided under established written leave policies;

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

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

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

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

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

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

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

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

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

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

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

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

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

(15) DEFAULT

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

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

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

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

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

(16) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(17) TERMINATION

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

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

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

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

(18) PROCUREMENT

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

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

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

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

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

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

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

ii. Require unnecessary experience or excessive bonding;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(19) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

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

(20) PAYMENTS

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

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

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

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

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

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

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(33) ASSURANCES

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

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

SUB-RECIPIENT: City of Boynton Beach

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 246,832.50**

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

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

Federal Program:

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

Attachment A
Watershed Master Planning Initiative
Boynton Beach Watershed Management Plan
Scope of Work and Budget

Statement of Purpose

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

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[1] and the 2021 Addendum to the Coordinator's Manual[2]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.
Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP[3] under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf
[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf
[3] See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at

Data Inventory and Collection:

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

Initial Flood Modeling

6. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events
7. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
    a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
8. The plan must include a strategy and action plan to address the results of the studies for:
    a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
    b. the impact of climate change and sea level rise on fully developed conditions
    c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
    d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
    e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
9. The community must adopt the final plan.

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

https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at https://fema.gov.

Deliverable 1: An (1) electronic copy of the preliminary Project Plan; (2) a separate electronic document listing how and where in the preliminary Project Plan the Minimum Criteria listed above are met; and (3) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These three electronic documents must be submitted to the Division for review no later than 11 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com.
Payment for Task 1 will occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary Project Plan has been approved. To be approved, the preliminary Project Plan must show how all the listed Minimum Criteria required for a creditable WMP are intended to be met.
The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 11 months from the beginning of the Period of Performance before payment will be processed.

Jurisdiction Specific Comments for Task 1:
Data collection for structures - The Sub-Recipient's project will include a high-quality stormwater inventory which is a critical foundational dataset for any stormwater program. It enables the government to more efficiently operate and maintain the system, evaluate capital improvement projects, adapt to climate change, apply for funding, and markedly improve public safety – among many other benefits. Specifically, the project will include conducting a survey to create a stormwater inventory that includes:

- Diameters
- Pipe Material
- Inverts and other key elevations
- Structure information and photos
- Pipe Length
- A geodatabase/GIS with the information.

This dataset will directly interface with, and greatly enhance, the City's existing ICPR model.
Initial Flood Modeling and Draft WMP Project Plan - The Sub-Recipient's project will evaluate the future conditions, including the impacts of a median projected sea level rise (based on the National Oceanic and Atmospheric Administration's (NOAA's) "intermediate-high" projection for the year 2100) on the local drainage system during multiple rainfall events, including the 100-year rainfall event. This option is for coastal communities with no natural or constructed channels. Guidance on sea level rise projections for CRS purposes can be found in Section 404 of the CRS Coordinator's Manual. Future-conditions should include a projected change in land use to determine the change in runoff from current to future, fully developed conditions. The NOAA intermediate high projection for Boynton Beach is 3.9 ft NAVD88 of sea level rise which must at a minimum be used for the SLR evaluation.
During the project, the Sub-Recipient's project team will submit preliminary data for a courtesy review to identify any areas where the project needs to focus on or modify. Additionally, the Sub-Recipient will clarify in writing which tasks and efforts have already been completed prior to contract execution. With the mapping efforts, the Sub-Recipient shall provide the source and dates of data acquisition, locational accuracy, and map projection and coordinate system information of geospatial data.

Task 2 – Revise Draft WMP and Submit Completed WMP
After receiving feedback from the Division on the preliminary Project Plan from Task 1 (Deliverable 1), the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.
Deliverable 2: An electronic copy of the completed WMP will be submitted to the Division no later than 12 months after the beginning of the Period of Performance. If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division, and then resubmit the WMP to the Division no later than 12 months after the beginning of the Period of Performance.
The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 12 months from the beginning of the Period of Performance before payment will be processed:

1. the completed WMP[4] (after incorporating comments from the Division, if applicable); and
2. a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update.

The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:

All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.
All tasks shall be performed under the direct supervision of the Division.
The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	**Total Deliverable Value**	**Due Date**
Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP	$191,920.00	11 Months after beginning of POP
Task 2 – Revise Draft WMP and Submit Completed WMP	$137,190.00	12 months after beginning of POP
Total	**$329,110.00**	

Financial Consequences for Non-Performance:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.
Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.
If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;

[4] See the Minimum Criteria required for a creditable WMP listed above.

4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Field work and data collection for structures (Task 1)	3
Initial Flood Modeling (Task 1)	6
Preliminary Project Plan (Task 1)	2
Revise Draft WMP and Submit Completed WMP (Task 2)	12
Total Period of Performance (maximum of 12 months):	**12**

Total Period of Performance
The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends 12 months later, but no later than September 30, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	$329,110.00	$246,832.50	$82,277.50
Other			
Project Total:	**$329,110.00**	**$246,832.50**	**$82,277.50**

Funding Summary Totals

Federal Share:	$246,832.50	75.00%
Non-Federal Share:	$82,277.50	25.00%
Total Project Cost:	**$329,110.00**	**100.00%**

Attachment B

Program Statutes and Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
3. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
4. Age Discrimination Act of 1975, which prohibits discrimination based on age.
5. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Boynton Beach

REMIT ADDRESS: Mara Frederiksen, MBA, SSBBP, PMQ, Director of Financial Services; Financial Services, P.O. Box 310

CITY: Boynton Beach STATE: FL ZIP CODE: 33425

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-Pg

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0861

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Boynton Beach PAYMENT #:

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-Pg

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0861

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Boynton Beach

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Boynton Beach **PROJECT #:** **4337-4-Pg**

PROJECT TYPE: Watershed Management Plan **CONTRACT #:** **H0861**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Boynton Beach
Sub-Recipient's Name

H0861
DEM Contract Number

4337-4-Pg
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-4-Pg

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 246,832.50

OBLIGATION/ACTION DATE: September 13, 2018

SUBAWARD DATE (if applicable): _____

UEID/SAM#: FYYMUAVJDKC6

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[5] and the 2021 Addendum to the Coordinator's Manual[6]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

[5] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

[6] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[7]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[7] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-4-Pg

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 246,832.50

OBLIGATION/ACTION DATE: September 13, 2018

SUBAWARD DATE (if applicable): 09/16/2022

UEID/SAM#: FYYMUAVJDKC6

UEID/SAM# +4:

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: The City of Boynton Beach

DBA NAME (IF APPLICABLE): Municipal Government

PRINCIPAL PLACE OF BUSINESS ADDRESS: 100 E Ocean Ave

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Boynton Beach STATE FL ZIP CODE+4** 33435-4515

PARENT COMPANY UEID/SAM# (if applicable): N/A

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[5] and the 2021 Addendum to the Coordinator's Manual[6]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: 124 East Woolbright Road

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Boynton Beach STATE FL ZIP CODE+4** 33435-4515

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

FL 21

[5] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

[6] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☒ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion 2022)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1	Frederiksen, Mara	Director Of Financial Services	$169,600.00
2	Oldbury, Julie	Director, HR & Risk Management	$169,600.00
3	Temple, Adam	Director, Development	$169,600.00
4	Mack, Andrew	Assistant City Manager	$170,000.00
5	Stables, James	Interim City Manager	$211,999.84

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: [signature]

NAME AND TITLE: Tess W. Lacroix, Grants Manager

DATE: 10/13/2022

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

The Sub-Recipient or subcontractor, City Of Boynton Beach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Sub-Recipient/subcontractor's Authorized Official

_____

Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____

Date

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission:
Approve sole source purchase of a new Lime Slaker System for $187,750 from Integrity Municipal Systems, Inc.to replace Lime Slaker # 3 at the East Water Treatment Plant.

Explanation of Request:
The utility uses lime softening to treat water at the East Water Treatment Plant. Granular bulk lime stored in lime silos is processed by the lime slakers and introduced into the water treatment stream as hydrated lime. The utility typically uses three lime slaker units at the East Water Treatment Plant to process lime. The two oldest lime slakers have reached end of useful life and have been replaced. The remaining lime slaker is functioning but is approaching the end of its useful life. This purchase will provide a new upgraded lime slaker system and once installed will allow staff to continue providing uninterrupted drinking water production.

How will this affect city programs or services?
Providing an upgraded lime slaker system at the East Water Treatment Plant will safeguard against interruption of water production and service to water customers while allowing scheduled preventative maintenance to be performed.

Fiscal Impact:
Funds are available in account # 403-5000-533-65.02

Alternatives:
Not authorize the purchase and forgo installation of the new lime slaker.

Strategic Plan: High Performing Organization, Public Health and Safety

Strategic Plan Application: Efficient and effective production of drinking water to meet public health and safety requirements.

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Integrity Municipal Systems Inc.

Start Date:

End Date:

Contract Value: $187,750

Minority Owned Contractor?: No

Extension Available?:

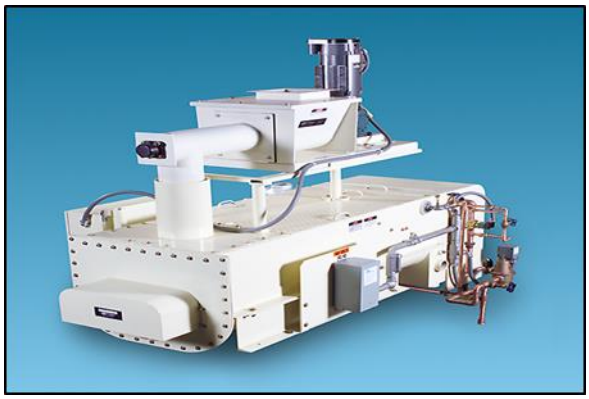
Extension Explanation:

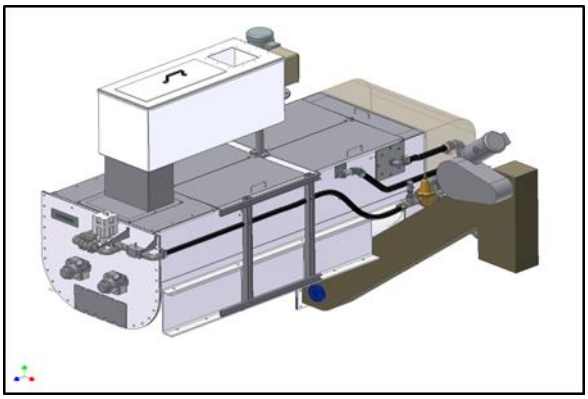
Attachments:

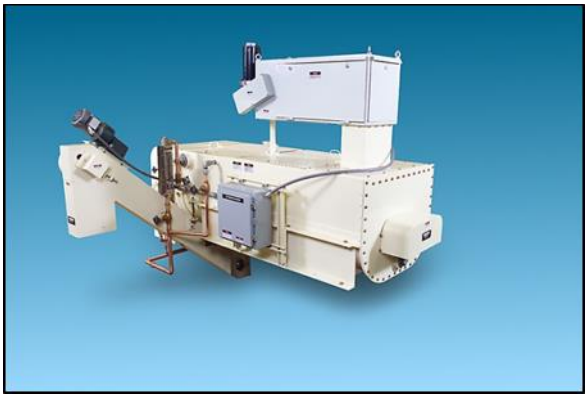
	Type	Description
🗋	Quotes	Lime Slaker 3 Proposal
🗋	Sole Source Letter	Sole Source Letter
🗋	Other	Certificate Of Insurance
🗋	Other	Sole Source Form

COST PROPOSAL

LIME SLAKING SYSTEM
FOR
BOYNTON BEACH WTP III, FL







IMS File No.: D22-028

Prepared on: October 3, 2022

SALES REPRESENTATIVE

Mike Robbins

Water Treatment and Controls Company

South Florida Sales Office

Tel: (352) 267-3223

Email: mrobbins@watertc.com

TABLE OF CONTENTS

Cover Letter

Equipment Selection Sheet

Section 1: Commercial Proposal and Order Sheet

Section 2: General Arrangement Selection, Drawings, and Brochures

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

October 3, 2022

Mr. Bryan Heller
Manager Water Quality and Treatment
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Road
Boynton Beach, FL 33435
Tel: (561) 742-6420
Email: hellerb@bbfl.us

RE: Boynton Beach WTP III, FL
Lime Slaking System

Dear Bryan,

Thank you for your interest in Integrity Municipal Systems LLC (IMS).

Per the request of our representative, Mr. Mike Robbins at Water Treatment and Controls Company, we have prepared this cost proposal for providing one (1) Lime Slaking System for Boynton Beach WTP, FL. Our proposal is based on the following design criteria:

Design Criteria

Quicklime Feed Rate	350 PPH
Slaker Maximum Capacity	1000 PPH
Maximum Output Lime Slurry Concentration	18%

Our lime slaking system is a packaged system. It consists of a lime feeder, lime slaker, grit remover, piping, valves, instrumentation and controls to make a complete and functional system.

The IMS A-758 Lime Slaker System incorporates many features and advantages, including:

- Economical, consistent and reliable on-site slaking
- Proven track record with 40 years of experience
- Easy to install
- Tested at the factory
- Robust construction
- Superior paste slaking process (2:1 water to lime ratio)
- Faster slaking (5 minutes)
- More reactive lime slurry
- Compact size
- External heat source not required
- Saves water, heat and power
- Completely automatic system
- Flexible configurations

- Flexible controls

We have attached our commercial proposal in Section 1 and equipment drawings and brochures in Section 2.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Mike Robbins at Water Treatment and Controls Company, or me at (858) 248-7834.

Thank you.

Sincerely,

Khaled Roueiheb
Director of Sales

Cc: Mike Robbins; Water Treatment and Controls Company

EQUIPMENT SELECTION SHEET

FEEDER ACCESSORIES

☐ Inlet Rotary Valve ☒ Rotary Valve Adapter ☒ Inlet Flexible Connector

FEEDER

☒ Volumetric Screw (32-300SP) ☐ Volumetric Belt (32-215) ☐ Gravimetric Belt (31-165)

Feeder Material of Construction

☐ Carbon Steel ☐ 304SS ☒ 316SS

☒ Unpainted ☐ Painted

SLAKER MAXIMUM CAPACITY

☒ 1,000 lb/hr ☐ 2,000 lb/hr ☐ 4,000 lb/hr ☐ 8,000 lb/hr

Slaker Material of Construction

☐ Carbon Steel ☐ 304SS ☒ 316SS

☒ Unpainted ☐ Painted

GRIT REMOVER

☐ Conveyor ☐ Screen ☒ Screw

Grit Remover Material of Construction

☐ Carbon Steel ☐ 304SS ☒ 316SS

☒ Unpainted ☐ Painted

WATER SUPPLY OPTIONS

Water Valve:	☒ Mechanical	☐ Electronic
Water Piping Selection:	☐ Slaker-Mounted Piping	☒ Water Panel
Water Piping Material:	☒ Copper	☐ PVC
Water Panel Location (If Applicable):	☐ Unit-Mounted ☐ Local Freestanding	☒ Remote

POWER SUPPLY

☒ 480V/3ph/60Hz ☐ 230V/3ph/60Hz ☐ 120V/1ph/60Hz ☐ 230V/1ph/60Hz

CONTROL PANEL

☐ Mounted on Slaker ☒ Remote-Mounted

☐ Relay Logic Based ☒ Remote Plant PLC Controlled

SECTION 1

COMMERCIAL PROPOSAL

Proposal D22-028

Date: October 3, 2022

ORDER

The undersigned authorized representative of the below named purchaser ("Buyer") hereby orders the Equipment described in the accompanying Seller's Documentation on the terms and conditions specified therein.

Buyer: _____

Signed by:_____

Print Name: _____

Print Title: _____

All orders are subject to prior acceptance by Integrity Municipal Systems LLC at its offices in Poway, CA.

SCOPE OF WORK BY INTEGRITY MUNICIPAL SYSTEMS LLC ("SELLER")

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area. Please see attached equipment general arrangement drawing for illustration and reference.

No.	Item Description	Qty.
1.	**Adapter from Existing Rotary Valve to 8" Round Pipe and 8" Round Rubber Coupling**	1
2.	**Series 32-300SP Volumetric Screw Feeder – 1000 PPH Capacity** including**:** a) Unpainted 316SS Housing Construction b) 1/2 HP AC Motor- 230/460V, 3 ph, 60 Hz c) 2" Feed Screw, Feed Tube, Trough Cover, Stand & Mounting Hardware d) Feeder Vibrator e) Lime Feeder Integral Inlet Adapter, 8" Round Pipe f) Feeder Support Posts and Discharge Connection	1
3.	**Series A-758 Lime Paste Slaker, 1000 PPH Capacity**, including: a) Unpainted 316SS Trough b) 1/2 HP Paddle Shaft Motor – 230/460V, 3 ph, 60 Hz c) Mechanical Torque Operated Water Valve d) Vapor & Dust Arrestor e) Slaker-Mounted Emergency Stop (Qty. 2) f) Pre-Assembled Copper Water Supply Panel (Patent No. 9,908,812) (Remote-Mounted), including: a. Water Pressure Reducing Valve, Water Strainer, Pressure Gauge, Water Low Pressure Switch b. Solenoid Valve for Auto Batching g) 316SS Slaker Support Posts h) Slaker delivers up to 18% Lime Slurry Concentration i) Unit is shipped pre-Wired/pre-Piped, Assembled and Tested at the Factory	1
4.	**Screw Type Grit Remover – 1,000 PPH Capacity**, including: a) Unpainted 316SS Housing Construction b) 1/2 HP Grit Remover Motor – 230/460V, 3 ph, 60 Hz, TEFC & Gearbox c) Grit Remover Screw, Grit Remover Flowmeter, Valves & Piping	1
5.	**Remote Plant PLC Controlled Control Panel for Slaker, Grit Remover & Feeder,** including: a) NEMA 4X Enclosure – Unpainted 316SS (Remote-Mounted) b) ET-200M Remote I/O Interface, Profibus Enabled c) Digital Input and Digital Output Modules d) Input Power Disconnect Switch	1

e) Control Circuit Transformer for 460V, 3 ph, 60Hz Power Input
f) Local Hand-Off-Auto Control for Each Slaker Device
g) Siemens Components in lieu of Standard
h) Conduit and Parts for Grit Remover, Junction Box, Feeder
i) Audible Alarm Mounted to Control Panel

6.	**Junction Box for Remote Mounting of Control Panel - Unpainted 316SS**	1
7.	**Manufacturer's Services for Installation Inspection, System Start-Up and Operator Training (1 Trip for up to 3 Days at the Jobsite)**	Included
8.	**Design Submittal and Operation and Maintenance Manuals**	Included
9.	**F.O.B. Factory with Full Freight Allowed to Jobsite (Boynton Beach, FL)**	Included
	EQUIPMENT PRICE [ITEMS 1-9]	**$187,750**

SCOPE OF WORK BY BUYER

1. Equipment unloading and installation
2. All civil works and concrete pad for equipment including anchor bolts supply
3. Electrical power to slaker control panel (480V/3ph/60Hz)
4. All overflow drain piping from slaker to plant drain
5. Remote installation of control panel and interconnecting wiring from remote-mounted control panel to slaker junction box, water panel junction box, etc.
6. All electrical conduit, wiring, electrical material, etc. from control panel to plant SCADA, etc.
7. Process signal and wiring from process for feeder operation
8. Programming of existing plant PLC (sample standard slaker program and control sequence assistance provided by IMS)
9. Profibus connection to panel remote I/O module and VFD
10. VFD communications programming
11. Quicklime supply equipment to feeder inlet
12. Vent piping from vapor & dust arrestor connection onwards (3")
13. Lime slurry discharge piping from slaker connection to process (2")
14. Remote installation of water panel and interconnecting piping from remote-mounted water panel to slaker
15. 1-1/2" water supply piping to water connection- **18 gpm at 75 psi**
16. Room ventilation, air conditioning, or lighting
17. Any items not explicitly listed under Integrity Municipal Systems LLC's scope of work

SHIPPING INFORMATION

Estimated Shipping Weight: 2,400 lbs.

FIELD SERVICES

Should additional services be required for work beyond Seller's Scope of Work, Buyer may purchase such services from Seller at a standard rate of $1,500 per eight (8) hour day, plus expenses.

WARRANTY TERM

The Warranty Period is one (1) year from Equipment acceptance or 18 months from shipment, whichever occurs first, and is subject to the Standard Terms of Sale included with this Proposal.

TAXES

Seller's Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption certificate, whichever is applicable, to Seller.

PAYMENT TERMS

Subject to prior credit approval, the terms of payment are:

20% upon submittal approval, Net 30 days
75% upon equipment shipment (or offer to ship), Net 30 days
5% upon beneficial occupancy, or 120 days from shipment, whichever occurs first

PROPOSAL VALIDITY

Seller's Cost Proposal dated October 3, 2022 is valid until December 31, 2022. The stated price is predicated on shipment no later than December 31, 2023. In the event Buyer desires to extend the delivery date or the Warranty Period beyond the time period set forth in this Proposal, Seller can offer extended terms for an additional charge which will be provided upon request.

SCHEDULE

As part of any binding Agreement that results from this proposal, Seller and Buyer shall mutually agree upon a production and delivery schedule (not to exceed the outside delivery date stated above). Our normal lead time for this type of equipment is:

Design Submittal:	4 weeks after receipt of a fully executed purchase order
Equipment Shipment:	18-20 weeks after seller's written receipt of submittal approval and release for fabrication

TERMS & CONDITIONS

NOTE 1: Seller's Standard Terms of Sale, attached to this Proposal and incorporated herein by this reference, will apply to any order resulting from this Proposal and are factored into the purchase price set forth in this Proposal.

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). These terms together with Seller's Documentation comprise the complete and exclusive agreement between the parties (the "Agreement"). The Agreement may only be modified by a written instrument signed by authorized representatives of both parties. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or in any other written or oral communication from Buyer are hereby rejected by Seller and shall not be binding in any way on Seller.

2. Price and Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, the amount so paid shall become immediately due and payable to Seller by Buyer. Unless otherwise stated in Seller's Documentation, all payments are due within 30 days after receipt of invoice. Buyer shall be charged 1½% interest per month on all amounts not received by the due date and shall pay all of Seller's costs (including attorneys' fees) of collecting amounts due but unpaid. If Buyer fails to make any payment when due, Seller may, without advance notice, terminate this order without liability; or condition such order on such modifications to the terms of payment as Seller, in its discretion, deems appropriate. In such case, Seller may also, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made.

3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are F.O.B. Seller's facility. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. Claims for damage, shortage or errors in shipping must be reported within two business days following delivery to Buyer. Buyer shall have one business day from the date Seller completes start-up of the Equipment to inspect such Equipment for defects and nonconformance which are not due to damage, shortage or errors in shipping, and notify Seller, in writing, of any defects, nonconformance or rejection of such Equipment. After such one business day period, Buyer shall be deemed to have irrevocably accepted the Equipment, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Equipment for any reason or to revoke acceptance.

4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely in connection with Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of the Agreement.

6. Warranty. Seller warrants to Buyer that during the period that ends18 months from delivery or one year from acceptance, whichever occurs first (the "Warranty Period"), the Equipment shall materially conform to the specifications set forth in Seller's Documentation and shall be free from defects in material and workmanship. If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the Equipment or any non-conforming parts thereof. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller's then customary charges for any repair or replacement made by Seller. The warranty on repaired or replaced Equipment or parts is limited to the remainder of the Warranty Period. The foregoing warranty shall not apply to any Equipment or part thereof (x) that is (a) not operated and maintained in accordance with Seller's instructions, (b) damaged as a result of any unauthorized repairs or alterations, (c) damaged by chemical action or abrasive material, misuse, (d) damaged by improper installation (unless installed by Seller), and (e) specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller; and (y) if Buyer is in default of any payment obligation to Seller under this Agreement. Seller's warranty does not cover any adsorbing media or other consumables used in the Equipment, regardless of whether such media or consumables were supplied by Seller. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 9 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The warranty set forth herein, subject to any limitations set forth elsewhere in Seller's Documentation, shall be transferable during the Warranty Period to the initial end-user of the Product.

7. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

8. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT OR PARTS SHALL NOT EXCEED TEN PERCENT (10%) OF THE PURCHASE PRICE PAID UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES AND LIMITS THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

10. Set-off and Backcharges. Buyer will not be entitled to set-off any amounts due Buyer against any amount due Seller from Buyer. Seller will not be responsible for any backcharges unless approved in writing in advance by an authorized representative of Seller. Any request for backcharges must be submitted by Buyer to Seller at least three business days prior to the date on which Buyer desires to assess such backcharge to enable Seller to conduct a site visit or to conduct such other investigation as it deems reasonably appropriate.

11. Export Compliance: Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions thereof will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded.

SECTION 2

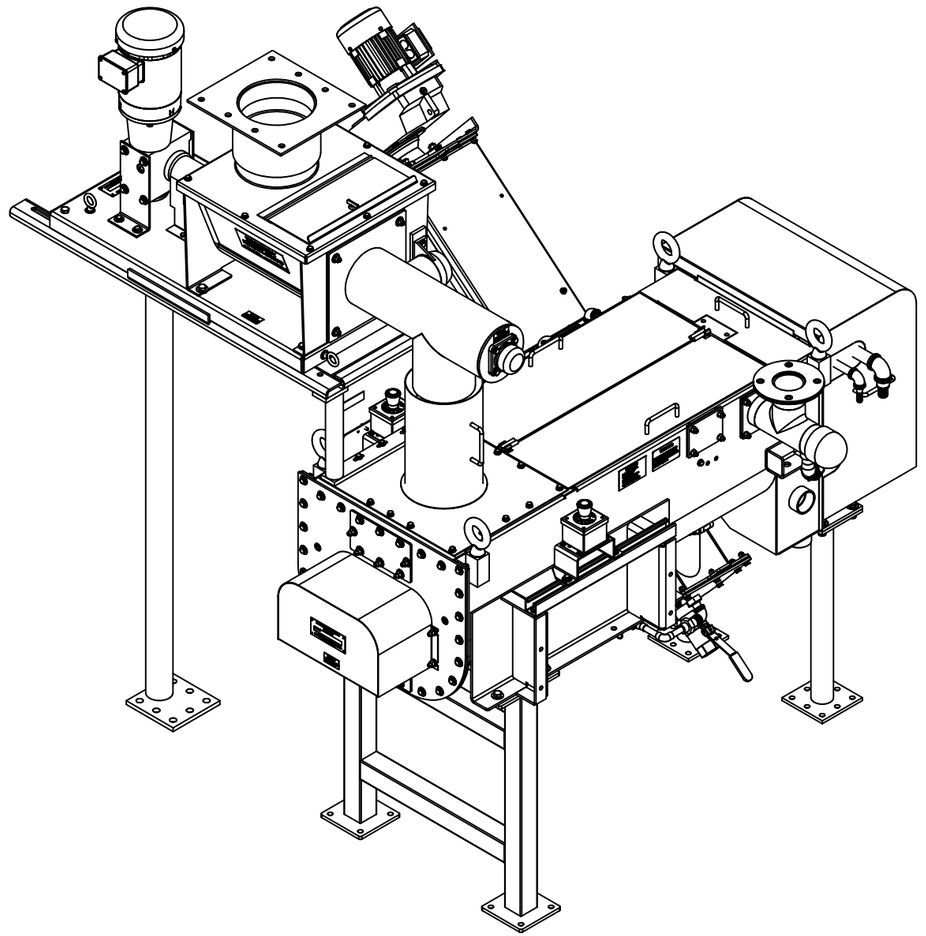
GENERAL ARRANGEMENT SELECTION, DRAWINGS, AND BROCHURES

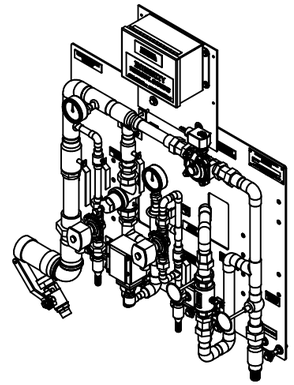
SYSTEM CONSISTS OF:
- 1000 LB/HR A758 LIME SLAKER, 316SS
- REMOTE MOUNTED WATER PANEL, COPPER
- 32-300 VOLUMETRIC SCREW FEEDER, 316SS
- SCREW GRIT REMOVER, 316SS
- UNIT MOUNTED JUNCTION BOX
- 2X UNIT MOUNTED E-STOP
- REMOTE MOUNTED MAIN CONTROL PANEL (NOT SHOWN)
- APATER, ROTARY VALVE TO 8" PIPE, 316SS
- APATER, 8" PIPE TO LIME FEEDER INLET, 316SS
- 8" ROUND COUPLING, RUBBER
- GRIT REMOVER SUPPORT STAND, 316SS
- FEEDER SUPPORT POST, 316SS
- SLAKER SUPPORT STAND, 316SS
- 2X SLAKER SUPPORT POST, 316SS
- FEEDER VIBRATOR

NOTES:
1. CUSTOMER TO REVIEW AND CHECK ALL DIMENSIONS TO ENSURE THE EQUIPMENT WILL FIT AS PLANNED AND THAT THERE ARE NO INTERFERENCES AT THE SITE.
2. CUSTOMER TO VERIFY THERE ARE NO INTERFERENCES FOR OPENING ALL ENCLOSURES.
3. THE MAIN ENCLOSURE IS REMOTE MOUNTED. REFER TO THE ELECTRICAL DRAWING SET FOR SIZE AND DETAILS.
4. ANCHOR BOLTS BY OTHERS.
5. INTERCONNECTING PLUMBING FROM REMOTE WATER PANEL TO SLAKER CONNECTION BY OTHERS.
6. ALL DIMENSIONS ARE IN INCHES
7. APPROXIMATE DRY WEIGHT PER SYSTEM: 2500 LBS

SHIPPING COMPONENTS:
1. LIME SLAKING UNIT
2. SLAKER SUPPORT POSTS
3. SLAKER SUPPORT STAND
4. GRIT REMOVER SUPPORT STAND
5. SCREW GRIT REMOVER
6. MAIN CONTROL ENCLOSURE
7. FEEDER SUPPORT POST
8. FEEDER SUPPORT STAND
9. VOLUMETRIC SCREW FEEDER
10. FEEDER INLET ADAPTER
11. ROTARY VALVE ADAPTER
12. RUBBER COUPLING
13. WATER PANEL

CONNECTIONS BY INSTALLER:
1. 480V POWER TO MAIN CONTROL ENCLOSURE
2. SYSTEM OVERFLOW PIPING TO PLANT DRAIN
3. VENT PIPING FROM VAPOR AND DUST ARRESTOR TO ATMOSPHERE
4. MAKE-UP WATER SUPPLY TO WATER PIPING CONNECTION
5. LIME SLURRY DISCHARGE PIPING TO PROCESS
6. OPTIONAL SIGNALS FROM PLANT CONTROL SYSTEM TO MAIN CONTROL ENCLOSURE
7. INTERCONNECTING WIRING FROM MAIN CONTROL ENCLOSURE TO SLAKER JUNCTION BOX
8. INTERCONNECTING PIPING/TUBING FROM WATER PANEL TO SLAKER
9. QUICKLIME SUPPLY TO FEEDER





THIRD ANGLE PROJECTION

ALL WELD SYMBOL DIMENSIONS ARE MINIMUM.
DIMENSIONS IN [mm] ARE MILLIMETERS.
DO NOT SCALE DRAWING

DRAWN PER ASME Y14.5M
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FABRICATION	MACHINE
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.X +/- .13	.XX +/-.01
[X +/- .25]	.X +/- .03
< +/- .5	[X +/- .05]

STD: BORDER-11X17MI

BAR = 1" AT PLOT SCALE

REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN
A	RELEASE FOR APPROVAL	4/11/22	CMW	KAL	KAL	

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DATE	1/11/2021
CHECKER	
DATE	
ENGINEER	
DATE	
MANAGER	
DATE	
FILE:	
SCALE:	DNS

TITLE: GENERAL ARRANGEMENT

CLIENT: CITY OF BOYNTON BEACH II, FL

Integrity MUNICIPAL SYSTEMS
500 E. WASHINGTON AVE., SUITE 80
ZEELAND, MI 49464, USA
TEL: 858-486-1620

PROJECT	CODE	DRAWING	SHEET	REV
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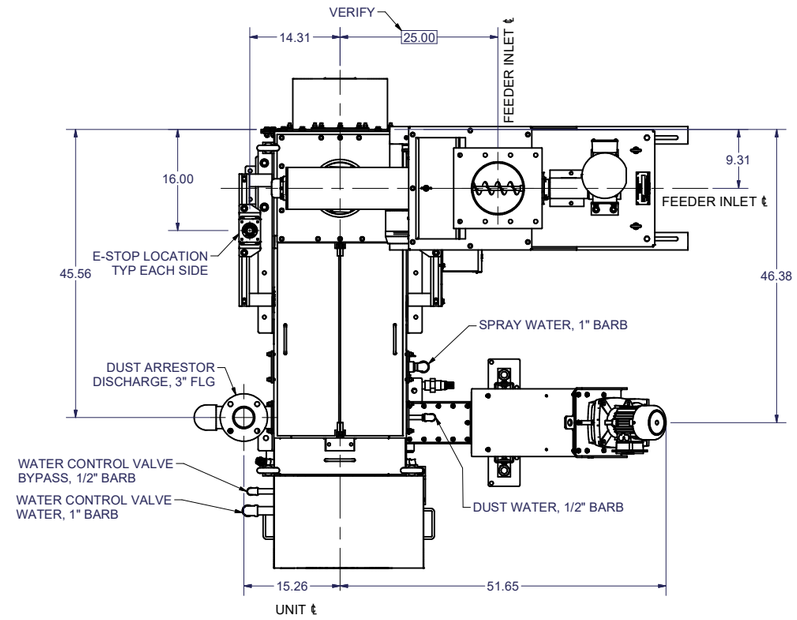

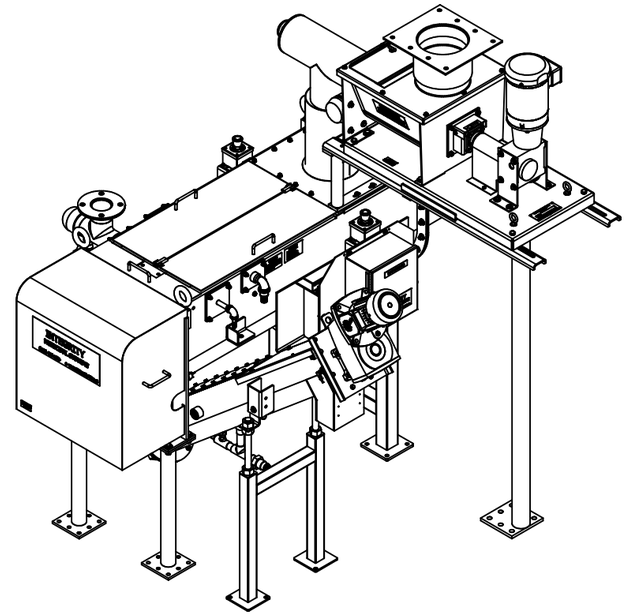

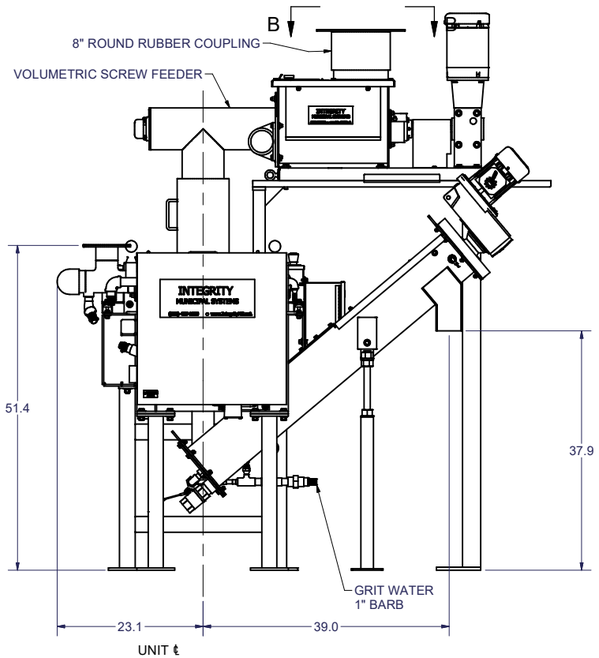

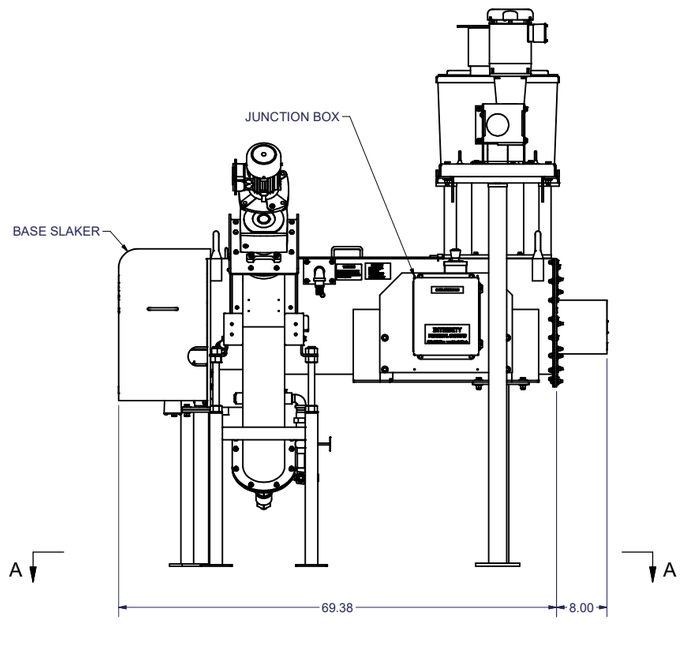

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.X +/- .13	.XX +/-.01
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< +/- .5	[X +/- .05]

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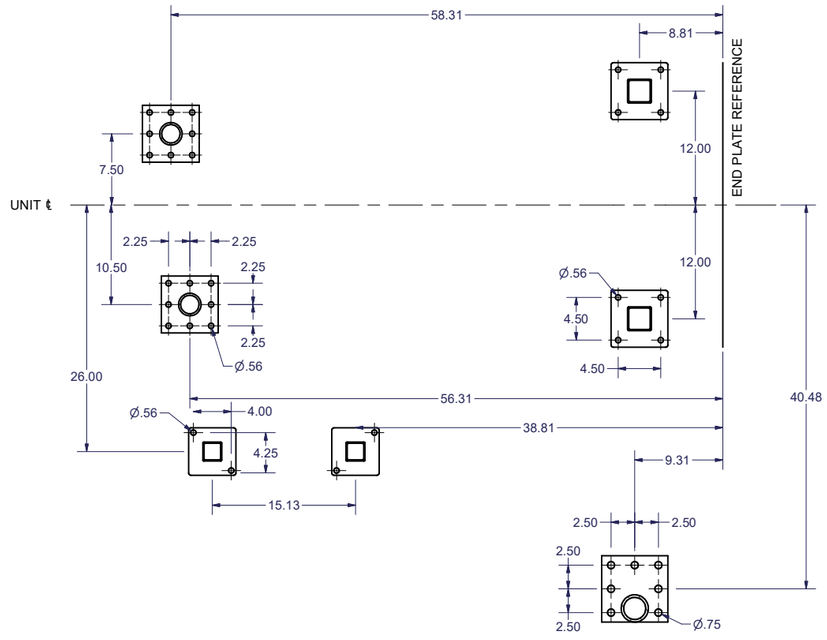
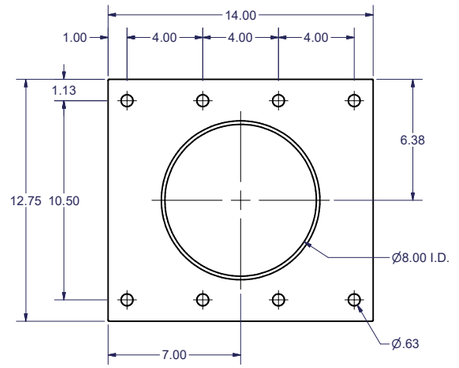


SECTION A-A
ANCHOR DETAIL



VIEW B-B
ROTARY VALVE ADAPTER DETAIL

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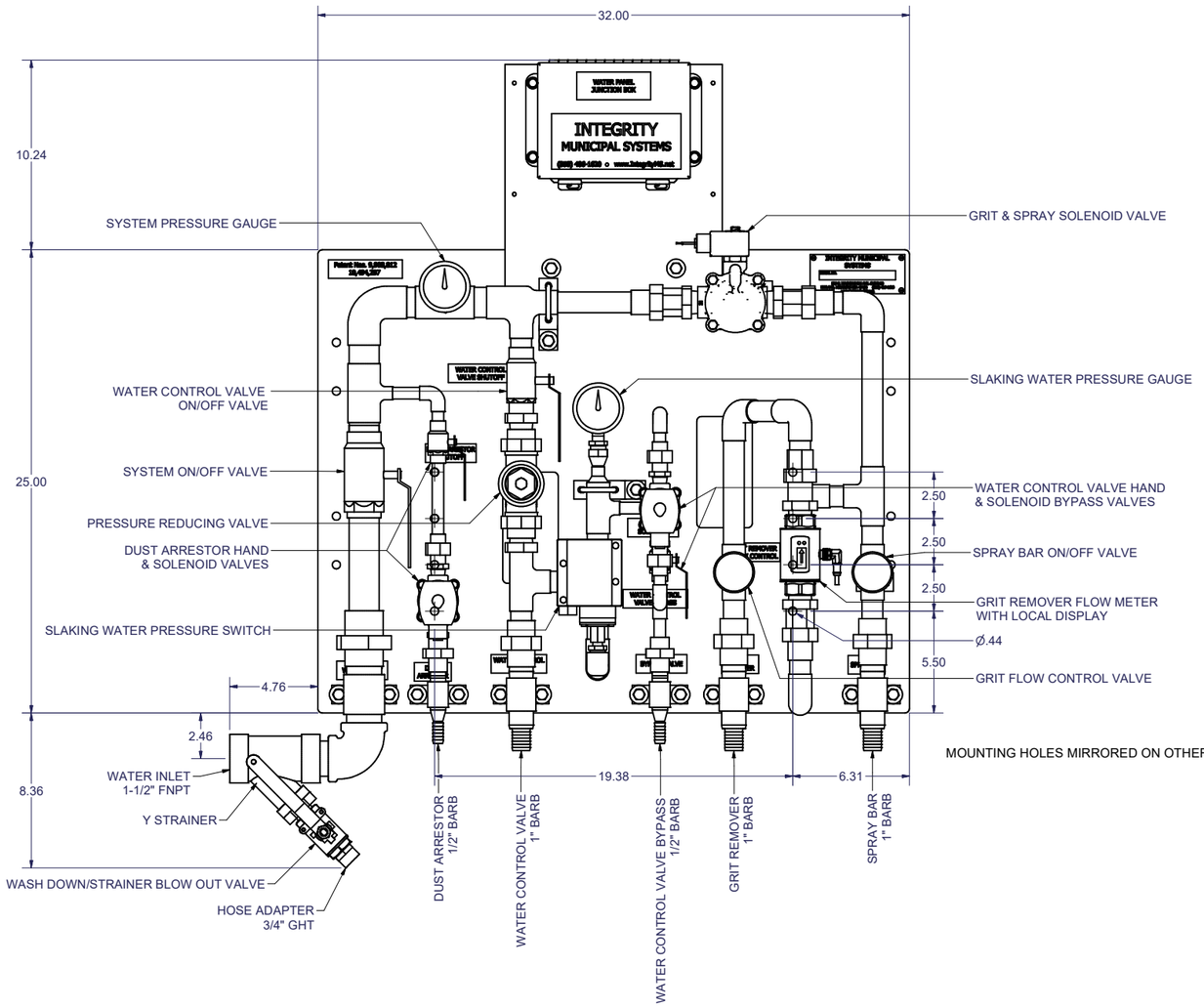

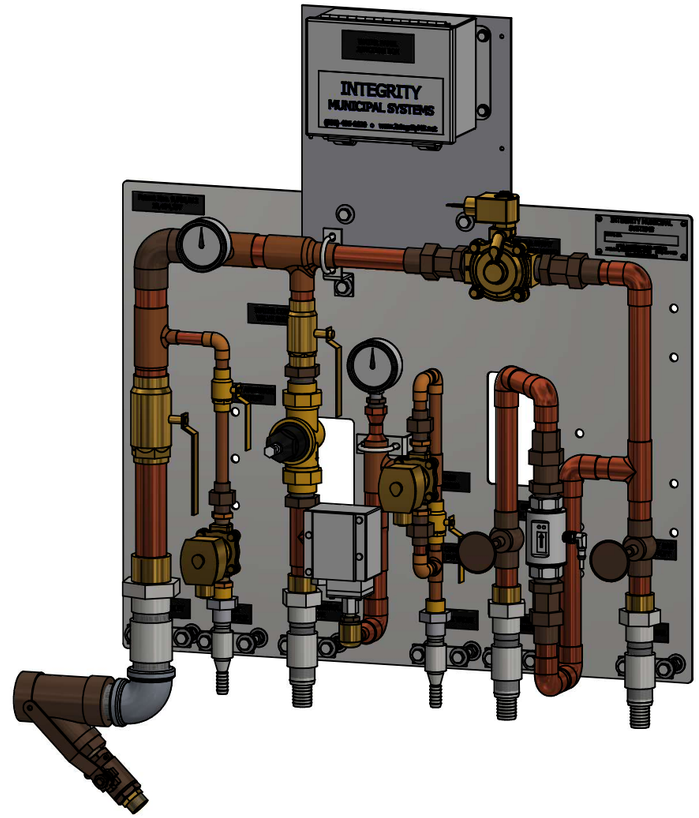

MOUNTING HOLES MIRRORED ON OTHER SIDE OF PLATE

THIRD ANGLE PROJECTION

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50154	G1	50154_G1	4 OF 4	A

NEW WATER PANEL DESIGN [PATENT NO. 9,908,812]

The new water panel design provides all water piping preassembled in a water panel that can be freestanding next to the slaker or remote-mounted.

Features & Advantages:

1. **Minimized Installation Time:**

   With the water panel design, the water piping does not need to be re-assembled at the jobsite as is the case with the on-unit water supply piping, which requires disassembly for shipment to prevent damage during transit from the factory. The water panel design provides all water piping preassembled in a water panel that can be quickly installed and connected at the jobsite (One (1) water supply connection from water source and five (5) water connections from water panel to slaker [control valve, control valve bypass, spray bar, dust arrestor, and grit remover]).

2. **Reduction of Equipment Manufacturing Lead Time:**

   The water panel can be assembled ahead of time (not at the same time as the slaker), reducing equipment lead time by up to 2-3 weeks.

3. **Remote Installation of Water Panel (Option):**

   The water panel provides flexible installation configurations for different installation requirements and preferences. The water panel can be installed freestanding next to the slaker unit or remote-mounted.

4. **Ease of Maintenance:**

   All parts are easily accessible on the water panel and are therefore easier to maintain.

5. **Ease of Connections:**

   All water connections are in one area (on the water panel) - Much easier to connect.

6. **Improved Slaker Access:**

   The removal of the water piping from the slaker and its relocation to the water panel, frees up space in front of the slaker, improving ease of slaker access, ease of maintenance, etc.

7. **Design Repeatability and Consistency:**

   A more consistent product can be produced, which in turn results in high quality equipment.

8. **Decreased Likelihood of Damage:**

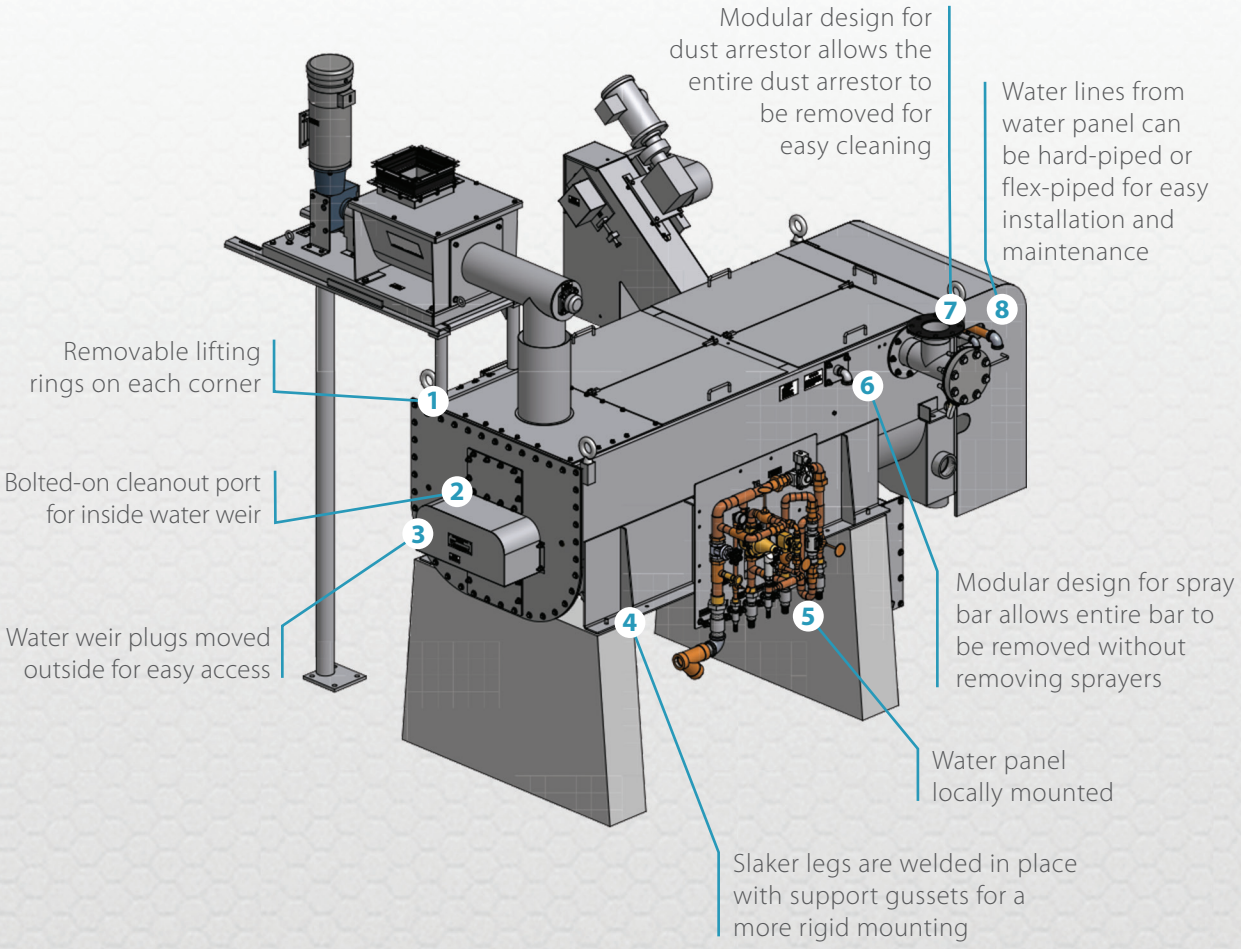
   The water piping is less likely to be damaged during shipping and, more importantly, during operation due to the improved access for maintenance and increased space around the slaker and water panel.

INTRODUCING THE IMPROVED

A-758™ AND ***A-758 PLUS™*** LIME SLAKER:

EASIER. FASTER.

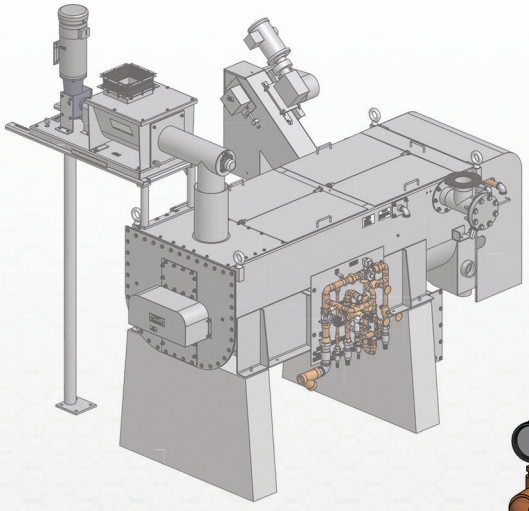
INNOVATIVE.

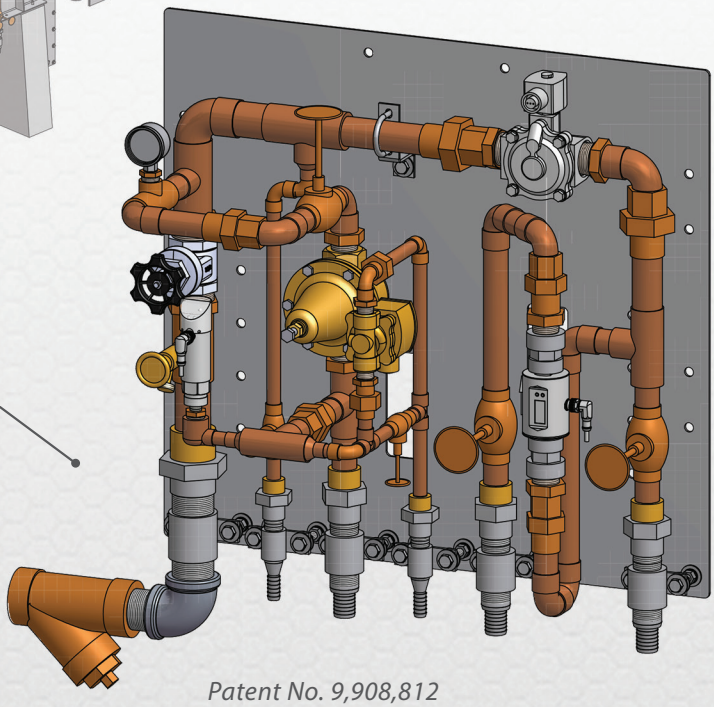


Integrity MUNICIPAL SYSTEMS

EASIER. FASTER. INNOVATIVE.

THE IMPROVED IMS LIME SLAKER





PRE-ASSEMBLED WATER PANEL

- Minimizes installation time
- Reduces manufacturing lead time
- Enables remote installation of water panel
- Makes maintenance easier
- Eases connection complexity
- Enhances slaker access
- Decreases risk of damage
- PVC or copper construction

Patent No. 9,908,812

Integrity MUNICIPAL SYSTEMS

Integrity Municipal Systems
13135 Danielson St, Suite 204 Poway, CA 92064
www.integrityms.net | *phone* (858) 486-1620 | *fax* (858) 486-1659

The Series 32-300 Screw Type Volumetric Feeders are designed for the demands of municipal and industrial-process applications. They meter dry and semi-dry pebble lime with reliable accuracy and repeatability.

The heavy gauge steel construction stands up to the stress of long-running, high-volume bulk operations. Operation and control are simple and direct. There are only five moving parts. Power from the vertically mounted AC motor is transmitted through a right-angle gear reducer to the feed-screw shaft. A potentiometer or touchscreen entry on the main control panel sets the feed rate. Automatic control from a remote signal is available. Oversize sealed ball bearings support the one-piece, through-shaft at both ends. Interchangeable feed screws in four sizes extend the versatile capabilities of these feeders. The standard hopper with steeply sloped sides is designed to promote an even flow of lime to the feed screw.

KEY BENEFITS

- Heavy gauge construction
- Simple design
- Convenient controls and readouts
- Easy to maintain
- Smooth handling of difficult lime flows

FEATURES

Versatile
Four screw sizes are available for capacities up to 133 cubic feet per hour. The feeder can be controlled manually or by a remote signal. The basic feeder can process lime at temperatures to 150° F.

Reliable Performance
The simple, direct mechanical linkage has only five moving parts (drive, coupling, screw, and two bearings). Power from the vertically mounted AC motor is transmitted through a right-angle gear reducer. The feed screw is directly coupled to the gear reducer.

Simple Maintenance
A removable clean-out hatch is provided on one side of the hopper for easy cleaning and access to the feeder screw.

Structural Strength
Heavy gauge steel is used throughout. Feed-screw shaft is a single-piece through-shaft and is supported at both ends by sealed ball bearings. Metering screw segments are all welded to the shaft for strong unitized construction.

Simplified Control
Feeder controls are centralized in a NEMA 4 enclosure with flexible mounting locations. Toggle switches set the operating mode. A potentiometer controls feed rate, and an analog meter provides readout of feed rate in percent of full scale.

DESIGN AND OPERATION

The Series 32-300 Volumetric Feeder is powered by a VFD-controlled AC motor. A gear reducer converts the high speed motor-shaft rotation to a low speed, high-torque drive for the feed-screw shaft. Sealed ball bearings support the single-piece through-shaft at both ends. The standard hopper has a capacity of 1.5 cubic feet and steeply sloped sides for good lime flow to the feed screw. A hopper vibrator is available for lime with poor flow characteristics. All controls are housed in a NEMA 4 enclosure with flexible mounting locations. A potentiometer enables accurate pre-setting of the feed rate and excellent repeatability.

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APPLICATIONS

Continuous Feeding
Bulk lime is fed by volume at a controlled feed rate. Feed rate is set as a percent of full scale and can be controlled by a remote-process signal.

Short Description
This feeder is a Series 32-300 Screw-Type Volumetric Feeder with electric-variable-speed control. Full scale capacity is 8 to 133 cubic feet per hour depending on feed-screw size. Operating range is 20:1. The feeder consists of a VFD drive in NEMA 4 enclosure; AC motor; right-angle speed-reducer gear box; feed hopper; a mixing trough and a discharge tube extension. A steel base supports the feeder and all components. VFD-control arrangements can be local manual, remote manual, start-stop, or automatic mA. Speed readout is available with start-stop and automatic arrangements. A potentiometer adjusts motor speed. With the automatic mA arrangement, the feed rate is controlled by a 0-10 VDC or 4-20 mA DC process-control input. An optional panel-mounted potentiometer trims the signal to a percent of maximum to produce the speed-rate required. The walls of the 1.5 cubic foot hopper are steeply sloped. Feeder and hopper are heavy gauge steel construction (option for 304 or 316 SS is available).

Feed screws are available in 2”, 2-1/2”, 3”, and 4” sizes.

TECHNICAL DATA

Accuracy
With uniform free-flowing lime, accuracies of 5% of full scale can be achieved. It must be realized, however, that with lime delivery controlled on a basis of volume, many factors apply: lime flowability, density at the feed screw, hopper size and shape are only a few of the factors which determine accuracy. Actual accuracy can be established only by running sample material tests.

Capacity
Up to 133 cubic feet per hour.

Lime Characteristics
Per AWWA Standard B202-07 Quicklime and Hydrated Lime

Maximum Temperature
Ambient, 120° F; process lime, 150° F standard.

Process-Control Input
0-10 VDC or 4-20 mA DC.

Input Impedance
Maximum is 270 ohms for 4-20 mA and 1,000 ohms for 0-10 VDC.

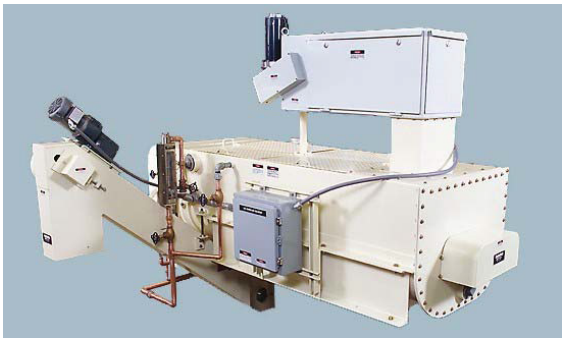
Motors
TEFC, ½ hp

Control Arrangements
- Manual
- Remote manual
- Start-stop
- Automatic from remote process signal

Continuous Operating Range
20:1

Shipping Weight
250 lb.

Lime is one of the most common and economical chemicals used in the water and wastewater treatment process. The cost of commercial bulk hydrated lime or prepared lime slurry solutions, however, becomes prohibitive for installations requiring a continuous, high volume supply, typically greater than 45 kgs/hr (100 lbs/hr). To help alleviate this cost, on-site slaking or hydration is the ideal solution. The Series A-758 lime slaker provides for reliable, efficient slaking of various grades of quicklime (CaO) at a substantial savings over other slaking methods. Through the pioneering use of paste-type slaking technology, the Series A-758 lime slaker consistently produces a more reactive lime slurry requiring less energy and less operator attention. The compact size and flexible configuration make this pre-engineered system ideal for new and retrofit installations.



KEY BENEFITS

- Saves water, heat and power
- Economical and reliable on-site slaking
- Easy to install, unit is factory pre-tested
- Choice of final slurry concentration
- Flexible controls: manual, flow proportional, and automatic start-stop

FEATURES

Superior Paste-Slaking Process
Utilizing a 2:1 water-to-lime ratio, the A-758 unit slakes lime as paste which provides a number of benefits over the more traditional 4:1 water-to-lime or slurry slaking process. This includes less power, faster slaking, a smaller footprint and, most importantly, a more reactive lime slurry solution.

Saves Power
The 2:1 paste slaking process generates its own slaking heat from the hydration heat of reaction ($CaO+H_20 = Ca(OH)_2$ + Heat (490 btu/lb)). This avoids the need and expense of an external heat source, internal heat exchangers, and temperature control systems. Additionally, slow speed agitation requires one-half the horsepower of equivalent sized slurry slakers.

Fast Slaking
The low water-to-lime ratio and high self-generating heat of reaction completes the slaking process in approximately five minutes. This short retention time leads to efficient start-stop or batching operation and rapid changes in lime concentration when required.

Compact Size
The 2:1 slaking ratio and short retention time allows for a smaller slaking compartment without bulky insulation or any need for a water jacket. The A-758 lime slaker takes about 20% less floor space than other designs.

More Reactive Hydrate Particles
The intense heat [>82° C(180° F)] generated by the 2:1 slaking ratio subjects the quicklime to steam penetration. The resulting internal pressure promotes the fracturing of the quicklime into smaller, highly reactive particles. This means more surface area for more efficient lime usage.

Controlled Consistency
An automatic, torque-actuated water inlet valve provides precise, continuous control of paste consistency and, therefore, the slaking process. Variations in lime quality and feed rate are quickly recognized and the optimum slaking rate is maintained, without operator intervention.

Integrated System Design
The pre-engineered A-758 lime slaker system is available with a broad range of capacities, capabilities and control options:

- Four different capacities from 450 to 3600 kgs/hr (1000 to 8000 lbs/hr)
- Specific gravity classification or screen-type grit removal technology
- Gravimetric or volumetric belt-type lime feeders or screw-type lime feeder
- PLC or relay logic controls with an optional automatic batching function

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DESIGN AND OPERATION

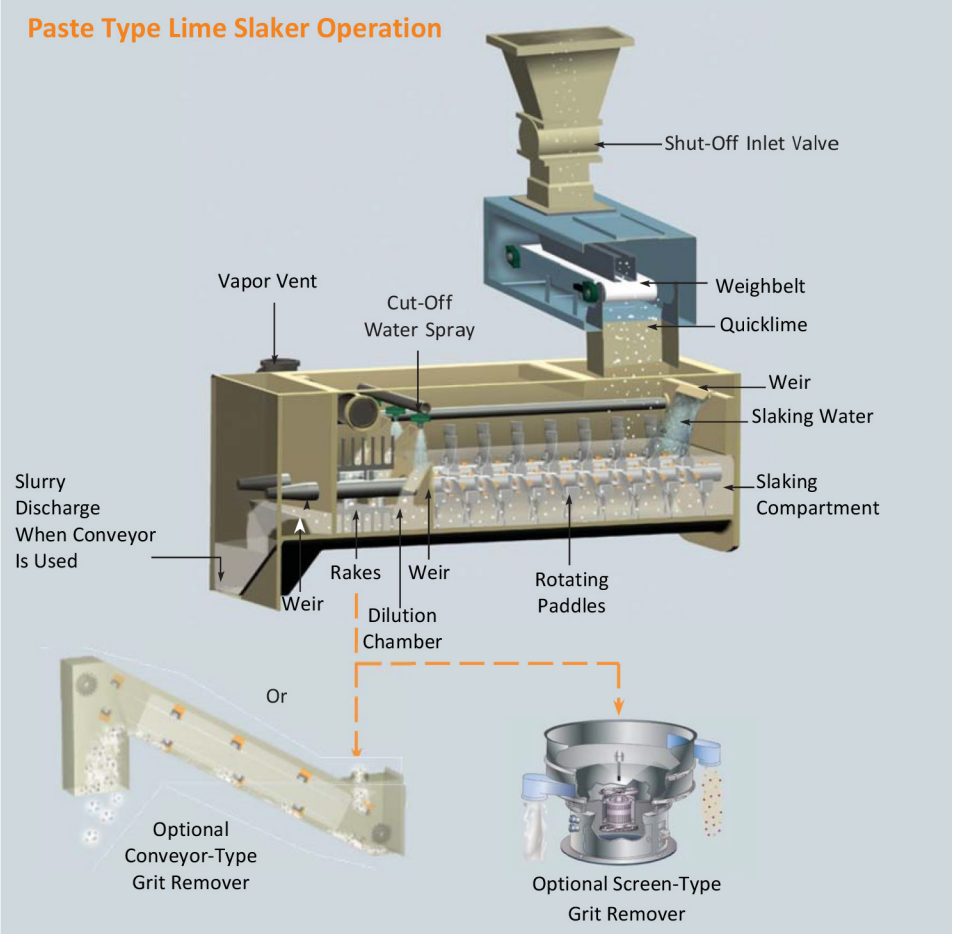
Water and quicklime (CaO) are fed into the slaker mixing compartment at an approximate 2:1 ratio. The lime is metered by either a gravimetric weighbelt feeder or a volumetric screw or belt-type feeder. Controlling the lime feedrate determines the output of the slaker system. The water flow is automatically controlled by a torque-sensitive water adjusting valve.

In the slaking compartment, two intermeshing paddle shafts, rotating in counter-clockwise directions, mix the quicklime and water into a paste-type composition, controlled by the torque valve to the 2:1 slaking ratio. Any variation in the paste consistency caused by vapor loss, lime quality or size fluctuations, or changes in the lime feed rate, results in a different torque load on the paddle shafts. This causes the torque valve to adjust the water flow to maintain the desired paste consistency.

The paste and entrained inert grit moves forward in a plug-flow fashion. After approximately 5 minutes, the completely slaked lime paste flows over a weir into the dilution compartment. Here water nozzles direct a cut-off spray to dilute the paste into a lime slurry at an approximate 4:1 concentration. This also releases the grit from the lime paste so that it can be removed. Two sets of rotating rakes keep the lime in suspension and help move the grit to the grit separator.

Dust and steam, generated by the exothermic reaction of the lime and water, are drawn off by an integral, water operated vapor-dust arrestor. The steam and dust are condensed and returned to the dilution compartment. Excess steam and water vapor are vented outside of the slaker.

A low water pressure switch in the torque valve piping is designed to stop the lime feeder when the supply pressure falls below the minimum operating requirement. This avoids heat build-up due to insufficient slaking water. The feeder automatically restarts when the pressure is restored.



CHOICE OF LIME FEEDERS

Reliable lime feed is required for proper operation of the lime slaker system. A selection of standard feeders is available to provide accurate CaO feed over a range of up to 20:1. This determines the operating range of the slaker along with lime reactivity.

Series 31-165 Gravimetric Weighbelt Feeder

A microprocessor controller unit that delivers an accuracy better than 1% of set rate over a 20:1 range. It features direct measurement of throughput for inventory control and complete alarm monitoring for any off-feed condition.

Series 32-215 Volumetric Belt-Type Feeder

Simple controls with a quick speed of response for changing feed rates. A no-feed alarm is available as an option.

Series 32-300 Volumetric Screw-Type Feeder

A rugged, heavy duty variable speed feeder with only five moving parts provides low maintenance and simple service.

CHOICE OF GRIT REMOVERS

All quicklime (CaO) contains a small amount of inert grit or unslaked material. To protect lime slurry pumps and piping, it is necessary to remove this grit as the slurry exits the slaker. The A-758 lime slaker is available with a choice of two different grit remover technologies:

Conveyor-Type Grit Remover

Grit particles are separated from the lime slurry based on their specific gravity. An up-flow of water is introduced into the dilution compartment of the slaker. The heavier grit particles fall through this flow to be subsequently removed by the chain and flight scraper. The operator can adjust the water flow to determine the size and amount of grit that is to be removed.

An accurate glass-tube flow meter is used to provide a fine degree of control and repeatability. This system removes virtually all grit down to 10 mesh in size and some portion of finer grit down to 40 mesh. Slurry concentrations up to 18% are achievable. Operation is simple and efficient with very low maintenance.

Screen-Type Grit Remover

In this system, grit particles are separated by size through a vibrating screen separator to provide positive grit removal. The lime slurry discharge passes through a 20 mesh screen (40 mesh optional), where grit is removed through an exit port. The slurry passes through the screen where it is delivered to the process or a stabilization tank. Slurry concentrations up to 20% are achievable. A high-strength slurry concentration, up to 28% at maximum feed rate, is available with this type of grit remover. This utilizes optional high velocity spray nozzles and a booster pump to decrease the amount of dilution water. This is ideal for installations where storage space is a consideration or in applications where excess water is limited in the process.

AUTOMATIC START-STOP CONTROL

The paste-type lime slaker is ideally suited for all types of control systems. In a continuous process, slaker operation remains constant. Lime slurry is continuously discharged while the lime feed rate can be varied to account for flow or process variations. Lime can be gravity flow, directly to the point of application without the need for costly slurry handling equipment. For batching applications, the slaker system can be automatically stopped and started from a single contact closure. The low water to lime ratio ensures a fast start-up to bring the slaker on line quickly. Both long-term (> 8 hours) and short-term (< 8 hours) shutdown modes are operator selectable.

Capacities
450, 900, 1800, and 3600 kg of quicklime per hour (1000, 2000, 4000, and 8000 lbs/hr).

Operating Range
Up to 20:1

Slaking Ratio
Approximately 2:1 water to lime by weight before dilution.

Lime Feeder
Three types of feeders available: Series 31-165 Gravimetric weighbelt feeder; Series 32-215 Volumetric belt-type feeder; and/or Series 32-300 screw-type feeder.

Control Panel
For local or remote mounting. NEMA 12; 230/460 VAC, 3 ph, standard; 115 VAC, 1 ph, optional (not available with 3600 kg/hr (8000 lb/hr) capacity).

Paddle Shaft Mixer Motors
452 kgs/hr (1000 lbs/hr) capacity - 1/2 hp;
900 kgs/hr (2000 lbs/hr) capacity - 1 hp;
1800 kgs/hr (4000 lbs/hr) capacity - 1-1/2 hp;
3600 kgs/hr (8000 lbs/hr) capacity - 2 hp;
Standard is 230/460 VAC, 60 hz, 3 ph.
Single phase motors are available up to 1800 kgs/hr (4000 lbs/hr).

Conveyor-Type Grit Remover Motors
1/4 hp, 230/460 VAC, 60 hz, 3 ph, totally enclosed. Also available in single phase up to 1800 kgs/hr (4000 lbs/hr) capacity units.

Screen-Type Grit Remover
450 kgs/hr (1000 lbs) slaker - 1/3 hp;
900 and 1800 kgs/hr (2000 lbs & 4000 lbs/hr) slakers –1/2 hp;
3600 kgs/hr (8000 lbs) slaker - 2-1/2 hp;
All motors are 230/460 VAC, 60 hz, 3 ph, 1200 RPM TENV.

Booster Pump Motors (High Slurry Concentration Option)
450 and 900 kgs/hr (1000 and 2000 lbs) slakers - 1/2 hp;
1800 kgs/hr (4000 lbs) slakers - 1 1/2 hp;
3600 kgs/hr (8000 lbs) slaker - 2 hp;
All motors are 230/460 VAC, 50/60 hz, 3 ph, TE turbine, all bronze housing. Note: Only available with screen-type grit remover.

Water Requirements
Recommended supply pressure for 450 to 1800 kgs/hr (1000, to 4000 lbs/hr) slakers, 2.7 bar (40 psi) minimum and 5.2 bar (75 psi) maximum; for the 3600 kgs/hr (8000 lbs/hr) slaker, 3.8 bar (55 psi) minimum and 5.2 bar (75 psi) maximum.

Control options

- Manual speed control of feeder via a potentiometer on the control panel.
- Automatic speed control of the lime feeder via a 4-20 mA input signal.
- Automatic batching and automatic system shut-down via optional start-stop configuration.

Dimensions
Complete dimension details can be found in catalog numbers WT.330.100.100.UA.CN to WT.330.100.126.UA.CN.

Total Slaker System Water Input at 40 psi (2.7 bar)

Slaker Size		Conveyor-Type Grit Remover (max 18% slurry concentration)		Screen-Type Grit Remover (max 20% slurry concentration)		Screen-Type Grit Remover (max 28% slurry concentration)	
Kg/hr	lbs/hr	lpm	gpm	lpm	gpm	lpm	gpm
450	1,000	57	15	45	12	34	9
900	2,000	91	24	76	20	64	17
1800	4,000	178	47	148	39	125	33
3600	8,000	405	107	360	95	246	65

Shipping and Operating Weights
Includes slaker, grit remover and feeder.

Capacities		Shipping		Operating	
Kg/hr	lbs/hr	kgs	lbs	kgs	lbs
450	1,000	1,900	2,400	1,410	3,110
900	2,000	1,330	2,930	1,895	4,180
1800	4,000	1,640	3,620	2,660	5,860
3600	8,000	3,335	7,350	6,160	13,580

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Building on Tradition: Integrity Municipal Systems Brings Innovation to Legendary Lime Slaking Systems

Lime is one of the most common chemicals used in water and wastewater treatment processes, but the cost of bulk hydrated lime solutions becomes prohibitive as usage increases. On-site slaking – or hydration – is the ideal solution to keep costs manageable.

The A-758™ Lime Slaking System – introduced for sale in 1959 – has established itself as the industry baseline for continuous paste lime slaking. The system's continuous lime slaking process slakes quicklime with water to form hydrated lime. Paste slakers utilize half the water of slurry slakers, leading to higher slaking temperatures, shorter retention time, a smaller equipment footprint, and – most importantly – smaller hydrate particle size for greater process chemical reactivity. The A-758™ and A-758 Plus™ systems come equipped with a conveyor or screen to remove grit after the slaking process.

"The IMS slakers greatly exceeded my expectations. The quality of the equipment, coupled with IMS's knowledgeable staff, resulted in a first class project. IMS demonstrated why it is an elite organization on this project."

Blake Pitts
Vice President
Matous Construction, Ltd.

Although the A-758™ and A-758 Plus™ Lime Slaking Systems are time-tested, proven products, recent enhancements have further improved the operability and effectiveness of these systems. Several features have been modularized, such as the dust arrestor and spray-bar; and select components have been redesigned to allow ease of maintenance and easier replacement of high-wear parts. IMS also modified the water management for the system, replacing on-site, custom-constructed copper piping with a compact, pre-packaged, controlled water panel that can be placed on the unit or mounted remotely to meet the operator's space and operational requirements (see inset). The A-758™ continuous lime slaking system can also be coupled with several different quicklime feeders.

The A-758™ and A-758 Plus™ Lime Slaking Systems have long been the industry standard for on-site lime slaking. Integrity Municipal Systems has taken that standard to a higher level with new features that extend equipment life, reduce maintenance costs, and improve control and reliability. The tradition continues, with legendary design now united with the superior quality, service, and support of IMS.

A-758™/A-758 Plus™ Lime Slaking Systems

Continuous Paste Lime Slaking – higher slurry concentrations with a lower cost and smaller footprint than batch slaking systems

Paste Slakers – faster slaking with a more reactive lime slurry solution than slurry slaking systems

Ease of Maintenance – redesigned with the operator in mind for cleaning and high-wear parts replacement

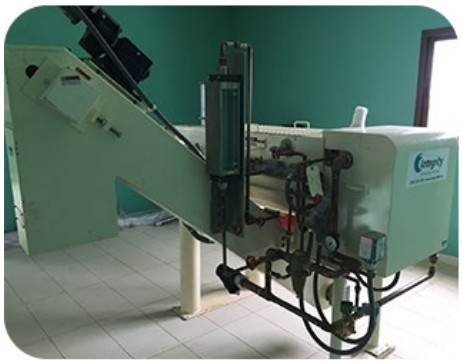
Plug-and-Play Installation – each system is piped, wired and tested at the factory before shipment

Campbell's Soup Manufacturing Plant, Napoleon OH

Public Water Supply District #2, Defiance MO

Edmond, OK

Nebraska City WWTP, NE



Cote D'Ivoire

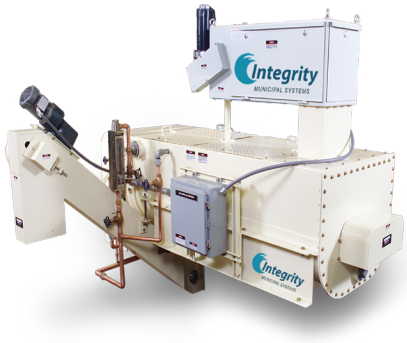
Fort Pierce Utilities Authority, FL

Jackson, MI

Davis WTP, Austin TX

Integrity Municipal Systems (IMS) is a specialty engineering company devoted to the design and supply of innovative, pre-assembled, process solutions for the water and wastewater industry. With over 25 years of systems engineering innovation and project execution, the IMS team has the knowledge and dedication to tackle your odor control and chemical feed needs. IMS has achieved a reputation for producing unique, practical, and cost-effective solutions for our customers. We are committed to providing quality, service, and overall value that exceed your expectations.

Lime Slaker Systems (A-758 & A-758 Plus)



The A-758 and A-758 Plus IMS Lime Slaker Systems provide continuous high volume lime slurries (up to 8,000 lbs/hour) for industrial and municipal process pH adjustment, flocculation, and chemical reaction. The superior paste-type slaking technology consistently produces a higher strength and more reactive lime slurry resulting in more efficient and more economical use of the quicklime. Systems are factory assembled and tested for quick and easy installation, and include options for lime feed and grit removal.

Lime Slaker Feeders

Series 31-165 Gravimetric Feeder

Series 32-215 Volumetric Feeder

Series 32-300 Volumetric Feeder

Chemical Feed Systems

IMS chemical feed systems are pre-assembled, fully-functional chemical delivery systems for water treatment applications. These compact, user-friendly chemical skids include local storage tanks, full secondary containment, dosing pumps, instrumentation and controls. Systems are piped and wired at the factory for easy and quick hook-up.

Fluoride Feed System

IMS Fluoride Feed Systems use sodium fluoride for community water fluoridation. They are designed with separate saturator and solution tanks, unlike conventional methods, to assure complete saturation, high reliability, low maintenance and ease of use.

Aqueous Ammonia Feed System

IMS packaged Aqueous Ammonia Feed Systems are used in the formation of chloramines for disinfection. The system includes a heavy-duty pressure rated aqueous ammonia storage tank, integral ammonia fume scrubber, peristaltic dosing pump, instrumentation and controls in a fully contained, pre-assembled skid. Optional enclosure, shown right, is ideal for outdoor or remote locations. The FRP shelter houses the equipment in an air conditioned environment and comes complete with lighting, ventilation fan, and breaker panel.

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Odor Control Systems

Standardized, pre-engineered, factory assembled odor control systems for treating odors at sewage pump stations and wastewater treatment plants. Systems are simple to install, reducing installed cost and delivery time.

Biological Odor Control Systems

The I-BOx™ Biological Odor Control System (Patent Pending) uses a two-stage process with a biological stage to remove 99% of the hydrogen sulfide (H_2S), followed by an activated carbon polishing stage to remove residual H_2S and organic odors. Standard models are available to treat up to 5,000 cfrm (8,500 m^3/h) of odorous air.

Carbon Odor Control Systems

The carbon adsorber odor control systems consist of an exhaust fan, damper, interconnecting ductwork, vessel with activated carbon (3 ft. bed) and a control panel. The carbon odor control systems are designed to work with a wide selection of media: virgin activated carbon for low odor level, and high capacity carbon for higher H_2S concentrations.

MCS Carbon Odor Control System

Standard models are available to treat up to 1,400 cfm (2400 m^3/h) of odorous air in a single carbon stage.

BCS Carbon Odor Control System

Standard models treat up to 6,800 cfm (11600 m^3/h) in a single carbon stage and up to 20,000 cfm (34000 m^3/h) in a dual carbon bed system.

Emergency Chlorine Scrubbers

IMS wet emergency chlorine scrubber systems contain and treat accidental releases of chlorine gas, limiting the atmospheric release of chlorine to less than 1 ppm. The compact scrubber systems are factory pre-assembled, piped, wired and tested, with a low profile suitable for either indoor or outdoor installation. The system design surpasses the requirements of the Uniform Fire Code.

EVS-150

This multi-stage wet scrubber system treats chlorine vapors from a bank of 150lb (70kg) chlorine cylinders, at leak rates of 28 lbs/min or more.

EVS-2000

This multi-stage wet scrubber system treats up to 3 tons of chlorine vapor, at leak rates of 100 lbs/min or more.

EVS-2000C

The EVS-2000C emergency chlorine scrubber is a multi-stage wet scrubber system designed to treat up to 1 ton of chlorine vapor, at leak rates of 100 lbs/min or more.

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October 13, 2022

Mr. Bryan Heller
Manager of Water Quality & Treatment
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach, FL 33435
Phone: (561) 742-6420
Email: hellerb@bbfl.us

RE: Boynton Beach, FL
Lime Slaking System (A-758)

Dear Mr. Heller,

The purpose of this letter is to communicate to you that Integrity Municipal Systems LLC (IMS) is the sole worldwide manufacturer and provider of the Series A-758 Paste-Type Lime Slaker which is currently in use at the Boynton Beach WTP.

As you know, Series A-758 Paste-Type Lime Slakers have a long tradition of quality and reliability, beginning with the original Wallace & Tiernan Company and continuing through the USFilter and Siemens days. IMS is intensely focused on building on that tradition by providing first-class products combined with unparalleled customer service.

Please do not hesitate to contact us if you have any questions.

Sincerely,

Khaled Roueiheb
Director of Sales
Integrity Municipal Systems LLC
13135 Danielson St., Suite 204
Poway, CA 92064, U.S.A.
Phone: (858) 486-1620 (Main Office)
Cell: (858) 248-7834
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INTEMUN-01 ATIMMERMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Teague Insurance Agency, Inc. 4700 Spring St., #400 La Mesa, CA 91942-0275	CONTACT NAME: PHONE (A/C, No, Ext): (619) 464-6851 FAX (A/C, No): (619) 668-4715 E-MAIL ADDRESS: info@teagueins.com
INSURED Integrity Municipal Systems, LLC 13135 Danielson Street, Ste 204 Poway, CA 92064	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Ins Co — 33138 INSURER B : Nationwide Mutual Insurance Company — 23787 INSURER C : National Union Fire Company INSURER D : Ohio Security — 24082 INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		LHA141753	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			ACP3110006256	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EBU032018882	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS64122993	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Boynton Beach is included when required by written contract, as additional insured for ongoing operations with respects to the general liability per attached form.

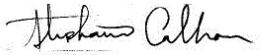
CERTIFICATE HOLDER

City of Boynton Beach
100 E Ocean Ave,
Boynton Beach, FL 33435

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Utilities
Division	Water Treatment
Point of Contact	Bryan Heller
Phone Number	561-742-6420
Vendor	
Company Name	Integrity Municipal Systems LLC
Address	13135 Danielson St., Suite 204, Poway, CA 92064
Phone Number	858-218-3753
Point of Contact and Title	Khaled Roueiheb
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	N/A
Product or Service	
Product/Service Name	Lime Slaking System
Manufacturer	Integrity Municipal Systems LLC
Make/Model #	IMS A-758
Price	$187,750.00
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	
Why is this price considered to be fair and reasonable?	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☒ Yes ☐ No

Section B – Justification

This is a sole source because (choose any that apply):

☒ Sole provider of a licensed or patented good or service

☐ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☐ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? **Please be specific.**

Integrity Municipal Systems is the current Sole Source for this item.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

Signature _____ Date 10/13/22

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I ☒ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☒ to be advertised for a period of 7 business days before award.

Mara Frederiksen 11/7/2022

Signature Date

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Approve Task Order No. UT-A-03 with Carollo Engineers in the sum of $377,326.00 for Structural, Filtration and Disinfection Improvements at the East Water Treatment Plant.

Explanation of Request:
Boynton Beach Utilities is utilizing the General Consulting Services Contract in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category A, renewed on August 22, 2022 to support implementation of the Utilities Capital Improvement Projects.

The East Water Treatment Plant was originally built in 1962. This project will extend the useful life of the East Water Treatment Plant and improve resiliency of the facility to produce drinking water that exceeds the requirements of the Safe Drinking Water Act.

The scope of work for Carollo Engineers includes engineering services for data collection, condition assessment, computer modeling, design, permitting, bidding, and services during construction for the structural evaluation of the high service pump room, filters, filter gallery, and top slab of the clearwell; replacement of the filter media and filter surface sweeps; minor repairs to the filter underdrains; and clearwell center channel baffles and chemical injection points to achieve four-log disinfection (i.e., 99.99% virus removal or inactivation) at the East Water Treatment Plant.

How will this affect city programs or services? The project will provide improved resiliency of the East Water Treatment Plant treatment system, enhance disinfection of the finished water, and implement structural repairs that are necessary to continue to provide a high level of service to our water customers and meet all Federal and State Drinking Water regulations.

Fiscal Impact: Funding is available in the Utilities CIP account 403-5000-533.65-02, project # WT2201.

Alternatives: Do not approve the Task Order.

Strategic Plan: High Performing Organization, Public Health and Safety

Strategic Plan Application: Efficient and effective plant operations and increased life of the plant. The improvements will allow water treatment plant to meet drinking water regulations to protect health and safety of our customers.

Climate Action Application:

Is this a grant? No

Grant Amount:

Attachments:

	Type	Description
🗋	Task Order	East WTP Improvements Task Order
🗋	Other	Carollo Renewal
🗋	Agreement	Agreement with Carollo Engineers
🗋	Other	East WTP Improvements Schedule
🗋	Other	PPT Notes

Engineers...Working Wonders With Water®

October 26, 2022

Christopher Roschek
City of Boynton Beach
124 E Woolbright Rd
Boynton Beach, FL 33435

Subject: **Proposal for Engineering Services**
Task Order No. UT-1A-03: Structural, Filter and Four-log Inactivation Improvements for the East WTP

Dear Mr. Roschek:

As requested, we have prepared the following proposed scope of services for the subject project.

PROJECT BACKGROUND

The City of Boynton Beach (CITY) owns and operates the East Water Treatment Plant (EWTP). The CITY has observed cracks and structural deterioration in some of the walls, floors, and columns in the EWTP, specifically the high service pump station (HSPS) building, the filters, filter gallery and the top slab of the clearwell. This scope of this project will include the evaluation of the condition of the structures and the design and specification of the repairs to maintain their structural stability. The structural repairs to the filters and clearwell will require that the structures be taken out of service. Taking advantage of the opportunity with the structures out of service, the CITY has opted to include the following additional components to the project:

1. Design of the replacement of the filter media and filter surface sweeps, along with any minor repairs to the filter underdrains.
2. Design of clearwell center channel baffles and chemical injection points to achieve a four-log inactivation credit for the WTP based upon the conceptual design and technical memorandums developed by GlobalTech. Permitting services to assist the City in obtaining approval from FDEP for the four-log inactivation credit will be provided.
3. Design of replacement of sluice gates and valves that originally allowed the east and west clearwells to be isolated.
4. CFD modelling of existing clearwell and proposed baffling of the clearwell center channel to confirm the number, location, and configuration of the baffles to achieve the required contact time to achieve a four-log inactivation credit.
5. Design of replacement of the existing filters' effluent valves actuators with new modulating actuators.

TASK 1: PROJECT MANAGEMENT

Task 1.1 - Project Management, Communications, and Meetings

The CONSULTANT, through its project manager, will provide overall project management and communication between its staff and the CITY. The budget, project tasks, and schedule will all be tracked and managed by the project manager. The project manager will organize and facilitate project meetings over the course of the project, including the development of meeting agendas and meeting minutes. In addition to the task specific review meetings identified for the tasks below, the following meetings are anticipated:

- Kickoff Meeting
- Monthly Progress Meetings

Task 1.2 - Progress Reports

The CONSULTANT will deliver monthly progress reports that detail the work completed during the previous month and the work planned for the following month. These reports will be included in the request for monthly progress payments.

Task 1 Deliverables

- Meeting agenda (PDF)
- Meeting minutes (PDF)
- Monthly progress reports (PDF)

TASK 2: DATA GATHERING AND CONDITION ASSESSMENT

Task 2.1 – Data Gathering

The CONSULTANT will collect and review previous data and reports relating to the structural condition, filter configuration, and planned 4 log improvements of the scoped facilities. Data collection will include a variety of sources based on the best available data. The following data request list is anticipated, and other additional data may be requested as available and as needed.

- Previous structural assessment reports
- GlobalTech's "East WTP Disinfection Modification Evaluation" Technical Memorandums (March 2021 and April 2022) and "Disinfection Byproducts Evaluation East WTP Disinfection Byproducts Study" Technical Memorandum (September 2021)
- Record drawings of filters, clearwell, and high service pump station
- Autocad files of the Record Drawings for the Anionic Exchange Resin Treatment Facility and East Water Treatment Plant Improvements (CDM Smith, October 2015) project

- Equipment information and manufacturer cut sheets, including filter valves, filter valve actuators, filter surface sweeps, filter media, disinfection chemical feed pumps and equipment, and disinfection and filter instrumentation and controls equipment
- Specifications and dimensions of existing filter media type, size, and configuration
- Applicable maintenance records and reports
- Applicable current projects drawings and reports, including Engine Generators and Relocation of Effluent Pipeline

Task 2.2 – Condition Assessment

In addition to the site visits previously conducted on July 7th and 8th, 2021 the CONSULTANT will conduct an additional field visit to assess the interior of the clearwell, filters, and high service pump station. The CITY will obtain any necessary Confined Space Entry Permit required to access the interior of the clearwell and provide all necessary safety monitoring and equipment. The CONSULTANT and the CITY will coordinate at time of inspection to determine water level and any other equipment needed. The purpose of the site visit will be to visually evaluate the structural conditions of the scoped facilities, document structural concerns, and take detailed measurements, if needed. The measurements will focus on the areas that will require repairs. These measurements will be utilized to confirm record drawing data and for the development of design plans for repairs.

The assessment will also include the following:

- Investigation and documentation of the work required for the replacement of the sluice gates and isolation valves that originally allowed half of the clearwell to be taken out of service at a time.
- Investigation and documentation of the amount of filter media in the clearwells that will be specified for removal and disposal under the project.

A visual inspection of the portion of the interior filter walls will also be conducted as indicated below.

- The CONSULTANT will conduct a visual inspect the portion of the walls above the filter media from the deck of the filters and document the condition with photographs.
- One at a time, the CITY will drain the water level in the filters to a level below the top of the media to allow inspection of the filter walls above the media. If the filter walls appear to be in good condition, it may be necessary to only inspect two or three filters and it will be assumed that the remaining filters are in similar condition for the purposes of design and repair quantities.
- The remainder of the assessment of the filters (portion below the media) will need to be performed during construction, after removal of the media.

TASK 3: PRELIMINARY DESIGN

Task 3.1 – Clearwell CFD Modelling

The CONSULTANT will develop a three-dimensional (3D) computational fluid dynamics (CFD) model of the existing clearwell and proposed baffling of the clearwell center channel. The model will be utilized to:

- Evaluate and confirm the number, location, and configuration of baffle walls necessary to achieve the four-log credit
- Evaluate chemical mixing and confirm chlorine and ammonia dosing locations and configuration
- Identify hydraulic short circuiting or dead spots in the existing clearwell prior to the center channel. Recommendations will be provided to improve hydraulic efficiency in the existing clearwell via sketches and figures showing approximate size and location. The detailed design of improvements outside of the baffling for 4-log inactivation credit is not included in this scope of work.

Up to three geometric configurations of the proposed baffle walls and chemical dosing locations will be modeled and tested to meet the required contact time. The modeling will follow a standard tracer test approach of using a quasi-steady flow condition. Assuming the flow is reasonably steady for a period of time, the flow field velocity, pressure, and turbulence characteristics will be solved for the steady flow condition. A conservative tracer will be introduced at the inlet simulating a step dose tracer test. The tracer will be tracked for approximately 1 hydraulic residence time (HRT) using a small time step, while holding the hydraulic solution steady. The tracer will be used to characterize the hydraulic efficiency and mixing within the clearwell through a Baffle factor (BF). The BF will be the taken as the time that it takes the tracer concentration at the downstream boundary to reach 10% of total flow divided by the hydraulic residence time. Thermal stratification will not be included in the analysis as it is generally excluded in BF testing. The results of the CFD modelling and recommendations will be incorporated into the Preliminary Design Technical Memorandum developed under Task 3.2.

Task 3.2 – Preliminary Design Technical Memorandum

The CONSULTANT will evaluate the information collected during Task 2 and the results of the CFD modelling to develop the preliminary design for the project. The preliminary design will:

- Identify the locations, extent, and types of structural repairs necessary to address the observed and documented structural cracking and deterioration at the clearwells, filters, and high service pump station.
- Identify temporary bracing required to accommodate the planned installation of the Engine Generators and effluent pipeline relocation.
- Determine the number, location, and configuration of baffle walls necessary to achieve the four-log credit. CT calculations will be developed to demonstrate the minimum disinfection contact time is achieved.

- Provide recommendations for the location and configuration of disinfection chemical injection and monitoring to achieve the four-log credit
- Evaluation of the existing disinfection chemical feed pumps, chemical feed piping, and controls to determine the necessary requirements and modifications for the recommended configuration to achieve the four-log credit.
- Evaluate the existing filter effluent valves and actuators to determine the necessary requirements and modifications to install new modulating actuators.

The results of the evaluation and proposed improvements will be documented in a Preliminary Design Technical Memorandum (TM) that will serve as the basis of design for the necessary repairs. The Preliminary Design TM will document and provide the following information:

- An overview of the project.
- An overview of existing conditions.
- Summarize the results of the condition assessment (we anticipate summarizing the locations, approximate length and level of cracking observed)
- Recommendations for repairs (we anticipate categorizing the level of repairs needed and providing a recommendation for how each level of repair will be made)
- Summarize the temporary bracing required to accommodate the planned installation of the Engine Generators and effluent pipeline relocation.
- Summary of planned filter media and gravel (type and configuration) to be installed.
- Summary of planned baffles, chemical addition, and monitoring locations for 4 log inactivation credit.
- An estimate on the life cycle of the proposed improvements.
- A preliminary opinion of probable cost.

Task 3.3 – Preliminary Design Workshop

A Draft Preliminary Design TM will be submitted to the CITY for review. A review workshop will be held with the CITY to present and discuss the information and recommendations provided in the TM. The CITY shall review the Draft TM and provide comments prior to the review workshop to allow the CONSULTANT to prepare for discussion at the workshop. The purpose of the workshop will be to reach consensus on the TM recommendations and determine the improvements that will be used as the basis for detailed design in Task 4. A Final Preliminary Design Memorandum TM will be developed to address the CITY's review comments and document the agreed upon recommendations with defined elements of work to be used for detailed design.

Task 3 Deliverables:

- Draft Preliminary Design Memorandum TM (PDF)
- Preliminary Design Workshop Agenda (PDF)

- Preliminary Design Workshop Meeting Minutes (PDF)
- Final Preliminary Design Memorandum TM (PDF)

TASK 4: DETAILED DESIGN

Using the Final Preliminary Design TM, the CONSULTANT will prepare detailed design contract documents, which will include progress submittals at the 60%, 100%, and Issued for Bid design milestones. Design documents will include drawings, technical specifications, and opinion of probable construction cost (OPCC) as outlined in each detailed design progress submittal task below. Drawings will be 2D and created utilizing photographs of the piping inside the pit and site plan/yard piping Autocad drawings provided by the CITY. Structural drawings will be developed to depict the installation of the clearwell center channel baffles and to show locations and details for structural repairs. For the structural repairs, the contract documents are anticipated to provide level of detail for the Contractor to submit a bid price based on total quantities of crack repair by type of repair needed, total quantity, and general location (walls, ceilings, floors, and column). Process mechanical drawings will be developed to depict the filter media replacement; filter surface sweep replacement; disinfection chemical feed pump, piping, and monitoring modifications; and clearwell center channel isolation sluice gate/valve installation. Electrical and Instrumentation/Control drawings will be developed to depict the four-log chemical feed, monitoring, and controls; disinfection chemical feed pump and piping modifications; and filter valve actuator replacement.

Task 4.1 – 60% Design

Using the project definition in the Final Preliminary Design TM, the CONSULTANT will develop detailed design drawings and technical specifications to a 60% complete level. The 60% design shall include the following:

- General Drawings: Cover, index of drawings, general abbreviations/symbology/notes
- Civil Drawings: Overall site plan
- Structural Drawings: Structural repair plans, photographs, and details; clearwell center channel baffle walls plan and section; notes and typical details
- Mechanical Drawings: Filters overall plan; typical filter plan and section; disinfection chemical feed pump and piping plan; clearwell center channel sluice gates and isolation valves plan, sections, and typical details.
- Electrical Drawings: Single line drawings, RIO riser diagrams, east and west filter gallery power plans
- Instrumentation and Control Drawings: System architecture, disinfection chemicals P&IDs, typical filter valve piping P&ID, clearwell and disinfection chemical feed pumps P&IDs, typical details

- 60% Technical Specifications for major equipment and elements of work, including structural repair methods and materials, baffle walls materials, sluice gates, valves, piping, filter media, surface sweeps, and four-log disinfection control strategy
- A preliminary Engineer's Opinion of Probable Construction Cost (OPCC)

Task 4.1.1. – 60% Design Review Meeting

The 60% design documents will be delivered to the CITY for review. A review workshop with the CONSULTANT and the CITY will be held to present and review the 60% design documents. The CITY's review comments will be logged, and responses provided.

Task 4.2 – 100% Design

The CONSULTANT will develop the design documents to a 100% completion level. The CITY's comments on the 60% design documents will be addressed and incorporated into the design. The design will detail the requirements for bidding and construction of the project and shall be suitable to initiate permitting review by the regulatory agencies identified in Task 5. The CONSULTANT will develop a full set of project specifications, including front end documents (Division 00), using the CITY's standard front-end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices). Project specifications will be modified as necessary by the CONSULTANT to conform to the requirements of the CITY's standard front-end documents. The CONSULTANT will develop a conceptual construction schedule to determine the period of time required for construction and define substantial and final completion durations. The 100% design shall include the following:

- 100% Design Drawings
- 100% Design Specifications
- Updated 100% Design Engineer's OPCC
- Schedule of Bid Items
    - The structural repairs rehabilitation will incorporate allowance items using approximate quantities to determine the bid price, similar to the following example:

        35 feet of epoxy injection per filter times 8 filters times $____epoxy injection installed per foot= $____Total

Task 4.2.1. – 100% Design Review Meeting

The 100% design documents will be delivered to the CITY for review. A review workshop with the CONSULTANT and the CITY will be held to present and review the 100% design documents. Design documents will be revised to address CITY comments and submitted for permitting review by the regulatory agencies identified in Task 5. The CITY's review comments will be logged, and responses provided.

Task 4.3 – Issued for Bid Documents

The CONSULTANT will attend one meeting with the CITY's procurement department to understand the procurement requirements for the Issued for Bid Documents. The CONSULTANT will update the design drawings and specifications to incorporate requirements for procurement, permitting review comments from Task 5, and the CITY's 100% Design review comments to develop Issued for Bid documents. The 100% design OPCC will be updated, if required, to address changes incorporated into the Issued for Bid documents. The Issued for Bid documents will be provided to the CITY to bid the project and to procure a Contractor.

Task 4 Deliverables

- 60% Design Drawings (PDF)
- 60% Design Technical Specifications (PDF)
- Preliminary Engineer's OPCC (PDF)
- 60% Design Review Meeting Agenda and Meeting Minutes
- 60% Design Review Comment Log
- 100% Design Drawings (PDF)
- 100% Design Specifications and Schedule of Bid Items (PDF)
- Updated 100% Design Engineer's OPCC (PDF)
- 100% Review Meeting Agenda and Meeting Minutes
- 100% Design Review Comment Log
- Bid Documents Procurement Meeting Agenda and Meeting Minutes
- Issued for Bid Drawings (PDF, one signed and sealed full size hard copy)
- Issued for Bid Specifications (PDF, one signed and sealed bound copy)
- Updated Issued for Bid Engineer's OPCC (PDF)

TASK 5: PERMITTING

Task 5.1 – FDEP Permit

We assume that the Florida Department of Environmental Protection (FDEP) in Palm Beach County will not require a permit for work that should be considered maintenance and minor repairs, including the structural repairs, clearwell sluice gate/valve installation, replacement of filter media, and valve actuator replacement. We will prepare an overview of the work, including procedures for any needed disinfection, and submit and request a waiver from the FDEP for the construction permit for this portion of the work.

FDEP will require a permit for demonstration of the four-log virus treatment and the four-log disinfection work, including the baffles and disinfection chemical modifications. Using the final preliminary design outlined in the Final Preliminary Design TM, the CONSULTANT will develop a Four-Log Disinfection TM

to be submitted to FDEP for the purposes of permitting. The Four-Log Disinfection TM will provide a summary of the proposed improvements, CT calculations, and a description of the proposed controls. Preliminary flow diagrams and schematics will be provided, as necessary, to present the proposed disinfection configuration. The CONSULTANT will complete FDEP's Cover Sheet for Demonstration of Four-Log Virus Treatment of Ground Water, attached the TM, and submit it to FDEP for review and approval. The CONSULTANT will provide responses to any RFIs, or comments received from FDEP and submit the responses and supporting information to FDEP. The initial submittal and responses will be submitted to FDEP electronically. Comments from FDEP will be incorporated into the detailed design documents, as required.

Task 5.2 – Boynton Beach Building Department Permit

The CONSULTANT will submit the 100% Design Drawings to the City of Boynton Beach Building Department for dry-run review and approval. Permit applications will be prepared and provided to the CITY for signatures, as required. The CONSULTANT will revise design plans to address comments and resubmit to the Building Division as required to obtain approval. One meeting with the Building Department has been assumed to discuss and resolve any outstanding comments. The contractor awarded the construction contract will be responsible for obtaining the actual Building Department permits for construction.

Task 5 Deliverables

- Four-Log Disinfection TM with FDEP's Cover Sheet for Demonstration of Four-Log Virus Treatment of Ground Water
- Responses to FDEP RFIs and comments
- Completed Boynton Beach Building Department Permit Applications (pdf and one hard copy of each required application)
- Signed and Sealed 100% design drawing (pdf and hard copies, as required by regulatory agencies)

TASK 6: BIDDING

Task 6.1 – Bidding Services

The CONSULTANT will assist the CITY in procuring a contractor for construction of the project by providing the following services during the bidding process.

- Coordinate with the CITY's purchasing department to prepare the documents for bidding and in developing the advertisement for bid project description.
- Pre-Bid Conference: Attend one (1) Pre-Bid Conference and field visit.
- Bidder RFIs: Provide responses to bidder's Request for Information (RFI). The CITY will receive all bidders' questions and forward them the CONSULTANT for review and response. Carollo will

revise the responses based upon the CITY's comments in order to constitute they are acceptable to the CITY for amendment of the bid documents. The CITY will be responsible for receiving and distributing RFI responses to all bidders.

- Addendum: If in responding to bidder's questions, a significant clarification or change to the design is required, the CONSULTANT will prepare up to two (2) addenda to revise the Issued for Bid documents. The CITY will be responsible for receiving and distributing RFI responses to all bidders.
- Evaluation of Bids: Attend the bid opening. Prepare a tabulation of received bids and evaluate up to two bids to confirm they are responsive and meet the minimum qualifications. It is assumed that the lowest bid will be reviewed first and if it is confirmed that the bid is responsive and meets the minimum qualifications, then no additional bid reviews will be required. Should the lowest bid not meet the requirements, the second lowest bid will be reviewed. It has been assumed that the CITY'S Purchasing Department will also review the bids in order to determine they are responsive and meet the criteria for necessary bonds, insurance, M/WBE requirements, etc. Provide an award recommendation letter to the CITY.

Task 6.2 – Conformed Documents

The CONSULTANT will develop Conformed Documents by updating the Issued for Bid documents to incorporate modifications resulting from the bid-phase period RFIs and addenda. Following preparation of the Conformed Construction Drawings and Specifications, the CONSULTANT shall make such documents available to the CITY and the contractor awarded the project.

Task 6 Deliverables

- RFI Responses
- Addendum Revised Documents
- Bid Award Recommendation Letter (pdf)
- Conformed Drawings (pdf, one half size and one full size hard copy)
- Conformed Specifications (pdf, one bound hard copy)

TASK 7: CONSTRUCTION SUPPORT SERVICES

The CONSULTANT will provide engineering services during construction to support the CITY during the construction phase of the project. It is assumed that the CITY will provide daily oversight and inspection of the construction and be the day to day contact for the Contractor. The CONSULTANT will provide the following periodic engineering services during construction:

- Attend Pre-construction meeting (Assumed to be run by the CITY)
- Attend virtual monthly construction progress meetings (assumed to be run by the CITY)
- Review and respond to RFIs

- Review and respond to shop drawings and submittals
- Prepare and assist in negotiating up to two change orders. Design documents will be revised, and a description of the change will be developed to provide to the Contractor for pricing.
- Site Visits - Conduct periodic site visits to visually confirm progress and that the construction is in accordance with the design documents as follows:
  - Conduct structural repairs and baffle installation field visits on an intermittent basis (Assumes three 8 hour visits for out of area engineers and up to 32 hours from local engineers for a total of up to 56 hours).
  - Conduct mechanical inspections of the clearwell center channel inlet and outlet isolation sluice gates/valves installations. (Assumes one inspection for each sluice gate/valve to be installed for a total of four inspections at three hours each, for a total of up to 12 hours)
  - Conduct filter inspection visits as follows:
    - Preconstruction coordination of laydown area, access to water supply, access to filter deck, access for media slurry. (Assumes one visit up to 3 hours)
    - Inspection of filter media replacement of each of the eight filters at the following stages: (Assumes three visits per filter at three hour per visit for a total of 24 visits and up to 72 total hours):
      - Exposure of underdrain
      - After placement of gravel
      - After placement of sand
      - After placement of anthracite
      - Inspection of filter sweep installation/final inspection before placing filter back into service
    - Inspection of filter effluent valve actuator replacement as follows:
      - One mechanical inspection per filter gallery. (Assumes two visits at three hours per visit for a total of up to 6 hours)
      - One electrical/instrumentation inspection per filter gallery (Assumes two visits at eight hours per visit for a total of up to 16 hours).
  - Conduct inspection of the disinfection chemical pumps, piping, and controls modifications as follows:
    - Two mechanical inspections. (Assumes two visits at three hours per visit for a total of up to 6 hours)
    - Two electrical/instrumentation inspections. (Assumes two visits at eight hours per visit for a total of up to 16 hours)
- Substantial Completion: Provide the following services as part of substantial completion:

  - Complete one substantial completion walkthrough by structural, mechanical, and electrical/instrumentation EORs or their designee. (Assumes 8 hours each for structural and electrical/instrumentation and four hours for mechanical, for a total of up to 20 hours)
  - Prepare punch list
- Complete one final completion walkthrough by structural, mechanical, and electrical/instrumentation EORs or their designee to confirm punch list items have been taken care of and close out project. (Assumes 4 hours each for structural and electrical/instrumentation and four hours for mechanical, for a total of up to 12 hours)
- Assist the CITY and Contractor in obtaining permit clearance from the Palm Beach County Health Department and City of Boynton Beach Building Division
  - Upon the completion of four-log improvements, prepare and submit FDEP Form 62-555.900(9) Certificate of Construction Completion and Request for Clearance to Place PWS Components into Operation.
- Review As-Built drawings submitted by contractor and provide comments to contractor to address.

Task 7 Deliverables

- RFI Responses
- Shop Drawing/Submittal Review Responses
- Change Order Documents
- Substantial Completion Punch List
- FDEP Form 62-555.900(9)
- Contractor Asbuilt Review Comments

SCHEDULE

The services described above are anticipated to be completed in accordance with the following summary. The CONSULTANT will make efforts to keep the project on schedule within reason. However, there are many factors which may affect this overall schedule, and this will require prompt attention and involvement from the CITY to maintain project progress.

The schedule below is the CONSULTANT's best estimate based on preliminary information, and may vary based upon available data, meeting schedule, permitting, bidding process, and contractor's availability and schedule. A detailed project schedule will be provided following notice to proceed.

Task No.	Task Description	Estimated Completion Date (Months from NTP)
1	Project Management	24
2	Data Gathering and Condition Assessment	1.5
3	Preliminary Design	4
4	Detailed Design	8
5	Permitting	10
6	Bidding	12
7	Construction Support Services	24

Schedule Notes:

1. The schedule assumes that the CITY will complete all reviews within (2) weeks of receiving the submittals.
2. Two months have been assumed for permitting.
3. The bidding duration is assumed to be approximately two months.
4. The construction duration is assumed to be approximately 12 months to final completion. Should the construction duration extend beyond 12 months, the CONSULTANT may request additional fee to cover costs associated with the extended project duration.

PROJECT FEE

The total compensation shown in the table below is based on the hourly rates established in Exhibit A to the General Utilities Engineering Master Agreement.

Task No.	Task Description	Fee ($)	Billing Method
1	Project Management	$21,532	Lump Sum
2	Data Gathering and Condition Assessment	$27,202	Lump Sum
3	Preliminary Design	$64,038	Lump Sum
4	Detailed Design	$127,896	Lump Sum
5	Permitting	$12,012	Lump Sum
6	Bidding	$14,310	Lump Sum
7	Construction Support Services	$110,336	Hourly / Not to Exceed
	Total Fee	**$377,326**	As noted per task

The billing method shall be as noted above by task. Subconsultant will charge on a per item basis. A detailed fee breakdown is attached.

The City shall make payments to Carollo for services performed for this task order in accordance with Article 4 of the Agreement, and in accordance with the following requirements:

- Charges will be invoiced on a monthly basis as a percent complete or hourly rate based on the billing method.
- Mileage will be charged at the current IRS Reimbursement Rate ($0.625/Mile for 2022).
- Rates and factors underlined in this section are subject to adjustment on an annual basis.

ASSUMPTIONS AND CITY RESPONSIBILITIES

Due to the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the CITY desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the CITY and CONSULTANT. The following assumptions and CITY responsibilities apply to this project:

- The CONSULTANT shall be entitled to rely upon the accuracy of the data and information supplied by the CITY without independent review or evaluation.
- The CITY shall attend all workshops and review meetings and facilitate site visits to the facilities to maintain the progress of the project according to the schedule.
- The CITY will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data and the bid process from the CITY. The CITY shall review draft deliverables and provide comments to the CONSULTANT on a prompt basis.
- The scope only covers only assessment and repairs of the structural components of the HSPS building, filter building, filter box walls and galleries, and clearwell.
- Carollo Engineers, Inc. (CONSULTANT) has conducted site visits to provide a preliminary opinion on the structural conditions. Preliminary findings from these site visits suggest that none of the cracking or deterioration represent an imminent failure. This scope includes a more detailed inspection to properly evaluate the condition of the interior of the clearwell structure. Based on our preliminary findings, we have assumed that only minor repairs will be necessary. If during the additional site investigations, it is found that major repairs are needed, a separate scope will be issued to include the design of those major structural modifications.

- The CITY will provide the CONSULTANT with access to the HSPS, filter building and galleries, and clearwell facilities for data gathering, data validation and the design process.
- Investigations and condition assessment will be limited to visual observation. It has been assumed that the condition of the structures is such that non-destructive or destructive testing is not required. If the investigation and condition assessment determine the condition of the structures is different than assumed and structural testing is recommended, the CONSULTANT will notify the CITY and discuss modifications to the scope of work to include the recommended testing.
- The CITY will provide proper access to the clearwell structure to allow for a full interior inspection. The CITY will drain the clearwell to a level that access with hip boots is possible.
- The CITY will obtain the Confined Space Entry Permit and will supply equipment need to conduct the clearwell inspection, including providing USCG approved life jacket(s) and inflatable raft needed to conduct the inspection (if needed)
- The CITY will provide a Confined Space Entry (CSE) Supervisor who has the responsibility to verify the provisions of the confined space entry permit are met in the field and ultimately authorizes entry into a confined space before a Carollo employee will enter a confined space. The CSE supervisor is responsible for:
    - Learning about the hazards of the space, and the materials in it, and how to recognize the signs and symptoms of exposure to any toxic materials in the space.
    - Verifying that the pre-entry check list on the permit is complete and that conditions are acceptable before any Carollo employee enters the space.
    - Verifying that rescue personnel are available and able to provide assistance, if needed, and that communications are established to contact rescue personnel.
    - Signing the entry permit authorizing entry into the confined space.
    - Immediately terminating the entry if a non-permitted condition occurs.
- GlobalTech's "East WTP Disinfection Modification Evaluation" Technical Memorandums (March 2021 and April 2022) and "Disinfection Byproducts Evaluation East WTP Disinfection Byproducts Study" Technical Memorandum (September 2021) will serve as the basis and concept for the detailed design of the baffles and chemical dosing in the clearwell center channel for the 4-log disinfection treatment.
- The filter media and support gravel will be replaced in kind: media, gravel, and configuration.
- Repairs to the filter underdrains will be minor in nature (repair of the grout), unless the CITY has replacement underdrain blocks on hand for the Contractor to replace during the course of the construction work.
- Chemical dosing for the modifications to achieve the four-log Inactivation credit will be achieved by:

  - Either the potential reuse or specification of new hypochlorite and ammonia chemical feed pumps, depending on the outcome of the engineering evaluation under this scope of work.
  - Addition of new residual monitors
- The required modifications to the SCADA system only include:
  - Control of the disinfection chemical feed pumps and monitoring
  - Modifications to the filter controls will be limited to the actuated effluent valve and 4-log disinfection.
- The new sluice gates and valves at the clearwell center channel influent and effluent openings/piping will be installed within the original channel openings and on the existing wall piping. The sluice gates and valves will match the existing channel openings and wall pipe sizes. It has been assumed that structural modifications to the existing channel openings or replacement of the existing wall piping/new piping is not required and that the gates/valves will only be used for purposes of isolation. No hydraulic or process analysis is included in this scope of services.
- No topographic survey or geotechnical analysis is required or will be conducted for this scope.
- The Anionic Exchange Resin Treatment Facility and East Water Treatment Plant Improvements (CDM Smith, October 2015) Record Drawings Autocad files provided by the CITY will serve as the background for development of the structural repairs, mechanical, electrical, and instrumentation design drawings to be developed under this scope of work. Photographs of existing conditions will be utilized to supplement the drawings. It has been assumed that these Autocad drawings, supplemented with photographs and minor additional information added based on verified existing conditions, will be sufficient for detailing the design for the purposes of bidding and constructing the project.
- Drawings will be developed in 2D.
- The CITY will provide its standard front-end documents (Division 00) for use in the bid documents.
- The schedule is based on timely receipt of data and the bid process from the CITY. The CITY shall review draft deliverables and provide comments to the CONSULTANT on a prompt basis.
- The CITY will be responsible for all permitting fees.
- Bidding services do not include services for any bid protests.
- Third party litigation services or expert witness services are not included.
- The period required for obtaining permit approval is beyond the control of CONSULTANT, except for issues concerning the permitting of the design and CONSULTANT's ability to respond to permitting agency requests for information. CONSULTANT will submit permitting information and respond to requests for information promptly.

- 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.
- The CITY will provide full time oversight during construction to ensure the project is installed in conformance with the design documents.
- The CONSULTANT will not be required to participate during equipment or vendor training.
- Up to two change orders will be developed as part of the ESDC services. Change orders shall be limited to the original scope of the project. New designs or significant modifications to the original scope and design intent are not included in this scope of work.
- The bidding and construction duration is assumed to be approximately 12 months. Should the construction duration extend beyond 12 months, the CONSULTANT may request additional fee to cover costs associated with the extended project duration.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 16, 2022

Carollo Engineering, Inc.
Elizabeth Fujikawa, P.E.
2056 Vista Parkway
Suite 400
West Palm Beach, FL 33411

VIA EMAIL TRANSMITTAL TO: efujikawa@carollo.com

RFQ:046-2821-17/TP - GENERAL CONSULTING SERVICES

SCOPE A (Water Plant Modifications, Capacity & Operational Evaluation)
SCOPE B (Infrastructure Improvements & Evaluations)
SCOPE C (Ancillary Studies and Services)

CURRENT AGREEMENT TERM: ***AUGUST 22, 2021 – AUGUST 21, 2022***

Dear Ms. Fujikawa:

The current agreement term for "GENERAL CONSULTANT SERVICES – SCOPES A, B, AND C" expires August 21, 2022.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach have been very happy with Carollo Engineering, Inc. services and would like to extend the agreement for its 3rd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 16, 2022

BID: GENERAL CONSULTING SERVICES

SCOPE A (Water Plant Modifications, Capacity & Operational Evaluation)
SCOPE B (Infrastructure Improvements & Evaluations)
SCOPE C (Ancillary Studies and Services)

BID No.: RFQ 046-2821-17/TP

Agreement between the City of Boynton Beach and **CAROLLO ENGINEERING, INC.**

AGREEMENT RENEWAL TERM: ***AUGUST 22, 2022 – AUGUST 21, 2023***

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

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

_____

_____

CAROLLO ENGINEERING, INC.

NAME OF COMPANY	SIGNATURE
Elizabeth Fujikawa, P.E.	Vice President
NAME OF REPRESENTATIVE (please print)	TITLE
6/16/2022	561.868.6400
DATE	(AREA CODE) TELEPHONE NUMBER

efujikawa@carollo.com
E-MAIL

GENERAL CONSULTING SERVICES AGREEMENT

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

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

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

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

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

ARTICLE 1 - SERVICES

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

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

1.2 SERVICE AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of general market conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Although CONSULTANT shall not be responsible for health or safety

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

1.3 ADDITIONAL SERVICES

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

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

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

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

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

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

1.4 CITY'S RESPONSIBILITIES

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

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

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

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

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

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

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

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

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

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

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

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

1.5 SEQUENCE OF EVENTS

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

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

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

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

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

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

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

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

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

1.6 DEFINITION OF DEFAULT

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

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

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

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

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

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

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

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

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

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

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

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

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

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

ARTICLE 8 - COMPLIANCE WITH LAWS

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

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

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

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

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

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

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

ARTICLE 20 – UNCONTROLLABLE FORCES

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

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

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

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

ARTICLE 22 – ESTIMATES AND PROJECTIONS

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

ARTICLE 23 – THIRD PARTIES

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

ARTICLE 24 - NOTICES

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

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

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

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

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

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

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

A. Keep and maintain public records required by the CITY to perform the service;

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

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

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

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

Attest/Authenticated:

Title

City Clerk

ELIZABETH FUJIKAWA/
LYLE MUNCE

CONSULTANT

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

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

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

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

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

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

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

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

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

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

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

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

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

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

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

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

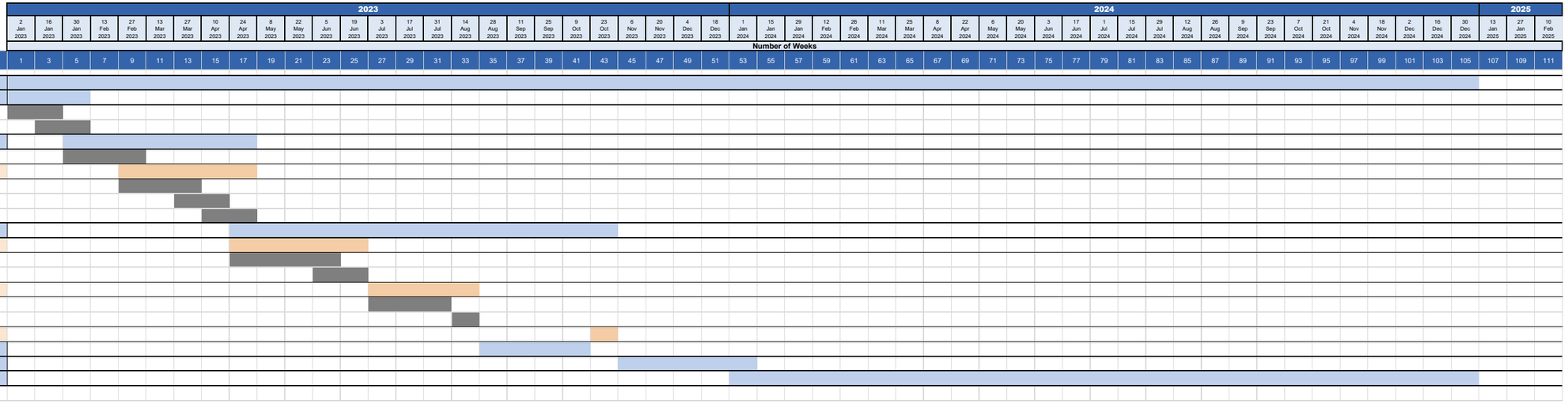
Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

Task Order No. UT-1A-03: Structural, Filter, and Four-log Inactivation Improvements for the East WTP

Preliminary Project Schedule

Assumed Project Start: 1/2/2023

TASK DESCRIPTION	PLAN START	PLAN END	DAYS
Project Management	**01/02/23**	**01/01/25**	**730**
Data Gathering and Condition Assessment	**01/02/23**	**01/30/23**	**28**
Data Gathering	01/02/23	01/16/23	14
Conditing Assessment	01/09/23	01/30/23	21
Preliminary Design	**01/30/23**	**04/29/23**	**89**
Clearwell Modelling	01/30/23	03/01/23	30
Preliminary Design Tech Memo	**03/01/23**	**04/29/23**	**59**
Develop Draft Tech Memo	03/01/23	03/31/23	30
City Review of Draft Tech Memo	03/31/23	04/14/23	14
Develop Final Tech Memo	04/15/23	04/29/23	14
Detailed Design	**04/30/23**	**11/03/23**	**187**
60% Design	**04/30/23**	**06/25/23**	**56**
Develop 60% Design Documents	04/30/23	06/11/23	42
City Review of 60% Design Documents	06/11/23	06/25/23	14
100% Design	**06/26/23**	**08/21/23**	**56**
Develop 100% Design Documents	06/26/23	08/07/23	42
City Review of 100% Design Documents	08/07/23	08/21/23	14
Issued for Bid Documents	**10/20/23**	**11/03/23**	**14**
Permitting Services	**08/21/23**	**10/20/23**	**60**
Bidding Services	**11/03/23**	**01/02/24**	**60**
Engineering Services During Construction	**01/02/24**	**01/01/25**	**365**



Boynton Beach Utilities

EAST WATER TREATMENT PLANT STRUCTURAL, FILTER AND DISINFECTION IMPROVEMENTS

November 15, 2022

EAST WATER TREATMENT PLANT

124 East Woolbright Road

Project Overview

- Project is located in Commission District 3.
- East Water Treatment Plant originally built in 1962.
- Project will extend the useful life of the East Plant and improve resiliency of the facility to produce drinking water that exceeds the requirements of the Safe Drinking Water Act and continue to provide a high level of service to our water customers and meet all Federal and State Drinking Water regulations.
- The project includes the following:
  - Engineering services for data collection, condition assessment, computer modeling, design, permitting, bidding, and services during construction;
  - Structural evaluation and improvements in high service pump room, filters, filter gallery, and top slab of the clearwell;
  - Replacement of the filter media and filter surface sweeps and minor repairs to filter underdrains;
  - Clearwell center channel baffles and chemical injection points to achieve four-log disinfection.

Project Budget & Estimated Timeline

- Engineering Design Services
  - Timeline: 270 days (9 months)
  - Cost: $377,326
- Permitting and Bidding
  - Timeline: 90 days (3 months)
  - Cost: TBD
- Construction
  - Timeline: 365 days (12 months)
  - Cost: TBD
- Funding is available in Utilities CIP budget for the multi-year project

Questions

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Approve Amendment No. 1 to Purchase Order No. 210605 with Carollo Engineers in the amount of $137,022.60 for professional engineering services required for the Rehabilitation of the Oceanfront Park Wastewater Treatment Plant (Beach Plant).

Explanation of Request:
The City previously issued Purchase Order No. 210605 with Carollo Engineers to perform an evaluation of the existing wastewater treatment plant at Oceanfront Park, also known as the Beach Plant, and provide recommendations for improvements. The Oceanfront Park Wastewater Treatment Plant serves the facilities within the park, including restrooms, concession stands, and the life guard house.

The existing Rotating Biological Contactor (RBC) wastewater treatment system is over 20 years old, components are showing signs of wear and corrosion, and the facility is in need of rehabilitation. Amendment No. 1 provides the scope of services for the engineering design, permitting, bidding, and construction management for the rehabilitation of the existing treatment system and components.

How will this affect city programs or services?
Repair and rehabilitation of the existing wastewater treatment plant will keep the plant operational, extend the useful life of the equipment and building, and continue to provide a high level of service for the park and the public for the foreseeable future.

Fiscal Impact:
Funds for the project are available in the Utilities account #403-5000-535-65.04 SW1602. The City previously received a grant from the Florida Department of Environmental Protection (FDEP) in the amount of $300,000 for the project. The grant will fund a portion of the project, with the remaining being funded from the Utilities CIP budget.

Alternatives: Do not approve Amendment No. 1.

Strategic Plan: High Performing Organization, Public Health and Safety

Strategic Plan Application: Improvements will allow the City to meet regulations for proper conveyance and treatment of waste water and to ensure public health and safety. The useful life of the plant will be extended.

Climate Action Application:

Is this a grant? Yes

Grant Amount: $300,000

Attachments:

Type	Description
Task Order	Carollo Engineers Task Order Proposal
Task Order	Carollo Engineers Task Order Fee Breakdown
Task Order	Purchase Order No 210605
Other	Carollo Engineers Contract Renewal
Agreement	Agreement with Carollo Engineers
Addendum	Oceanfront Park WWTP_Commission PowerPoint Presentation 11-15-22

Engineers...Working Wonders With Water®

2056 Vista Parkway. Suite 400, West Palm Beach, Florida 33411
P. 561.868.6400 F. 561.868.6401

October 26, 2022

Mr. Chris Roschek, P.E.
Boynton Beach Utilities
124 East Woolbright Road
Boynton Beach, FL 33435

Subject: Proposal for Engineering Services
Oceanfront Park Wastewater Treatment Facility Design--Revised

Dear Mr. Roschek:

As requested, we have prepared the following proposed scope of services for the subject project.

Background

The City of Boynton Beach (City) has an aging wastewater treatment plant (WWTP) at the Oceanfront Park that is rated and permitted for an average daily flow (ADF) of 12,000 gallons per day (gpd). The effluent is disinfected by chlorine and flows to a drain field underneath the adjacent parking lot. The drain field has a total area of 5,100 square feet.

The City has renewed the FDEP operations permit (FLA013683) and as part of the renewal will be required to perform upgrades to the Oceanfront Park WWTF. The City has obtained an improvement grant for these improvements. This work will be to provide initial improvements to maintain operations for the next 5 to 10 years.

This scope of work outlines tasks for Carollo Engineers, Inc. (Carollo) as follows:

1. Project Management:
   a. Kickoff Meeting.
   b. Site Visit and Evaluation of Upgrades.
2. Design:
   a. 60 Percent Completion Submittal
   b. 100 Percent Completion Submittal
3. Bidding Phase Services
4. Construction Phase Services.

Scope of Work

The scope of services will include preparation of Contract Documents for the following work to be done by a to be selected Contractor:

1. Roof—the wood framed roof to be replaced with a metal framed flat roof, incorporating three new locking access hatches. The roof will most likely use the existing flanges to allow bolting of the roof to the structure for hold down.
2. RBC—the motor and chain drive, sprocket system and gear drive will be replaced. RBC manufacturers have indicated that shaft replacement is not necessary.
3. SCADA/I&C/Electrical—
   a. As part of the design phase, Carollo will:

- Evaluate the existing control panel/electrical equipment to determine if there are potential issues looming due to corroded wiring, poor terminations, failed equipment, or outdated equipment. This includes components such as pilot lights and hand switches.
- Re-evaluate the hazardous classification of the area to be sure the proper safety measures are in place.
- Verify any conduits from hazardous or corrosive locations are properly sealed.
- Verify with client any recurring failures due to sensors providing control functions and determine if any items should be replaced to increase reliability.

b. Clean equipment determined to be kept in service, repaint as necessary, and coat electrical equipment with a dielectric or silicone spray to protect equipment from wet and corrosive environment.
c. Re-label all electrical equipment to remain in service including breakers and handswitches.
d. Add or update arc flash labeling for safety.
e. Replace light fixtures interior to RBC room and add exterior lighting.

4. Fan—replace existing fan on of same capacity at the north end of room. Add closure to remaining opening.
5. Paint interior of RBC room.
6. Add new double door to replace existing double door within the existing opening in containment wall. Doors to be latching at top and bottom.
7. Landscaping—add stone/filter fabric to interior of containment area, chain link fence on top of containment wall, hedge surrounding containment wall, stone to prevent further erosion to slope adjacent to containment wall.

Assumptions:

1. The containment wall and exterior of building appear to be recently painted, those will be left as is.
2. The exhaust fan will be replaced in kind, no new louvers will be provided for inlet air.
3. The existing building meets codes, no changes will be required to existing ventilation, access, fire protection, arc flash, etc.

Task 1 – Project Management

Carollo will coordinate, prepare for and attend a virtual kickoff meeting with the City and project stakeholders. The meeting will document the City's goals and coordinate the site visit and project schedule. Carollo will provide draft and final minutes to document the meeting discussions.

Deliverables: (1) Kickoff meeting agenda in PDF format.
(2) Draft and final meeting minutes in PDF format.

Task 2 – Design Evaluation—SCADA/Electrical/I&C

Carollo's electrical/I&C engineer will make a site visit and hold a meeting with the City to review the scope of work.

Task 3 –Design

Carollo will develop 60 and 100 percent design documents. The 60 percent documents will include:

- Design drawings consisting of process, electrical and instrumentation disciplines.
- Technical specifications (Divisions 1 through 17)
- Opinion of probable construction cost and draft bid form

Carollo will coordinate, prepare for and virtually attend one (1) review meeting with the City to receive comments on the 60 percent design documents. Carollo will prepare an agenda and distribute meeting minutes along with the City comments and associated responses.

Carollo will develop the 100 percent design documents based on the design provided at the 60 percent submittal level and incorporate the appropriate comments provided by the City. It is anticipated that the 100 percent documents will be bid ready documents to be used for the bidding phase effort on this project.

Deliverables:

1. *60 percent drawings in PDF format*
2. *60 percent specifications with bid form in PDF format*
3. *60 percent level probable construction costs in PDF format*
4. *60 percent review meeting agenda and meeting minutes in PDF format*
5. *100 percent review meeting agenda and meeting minutes in PDF format*
6. *100 percent drawings in PDF format (for bid)*
7. *100 percent drawings in Autocad.*
8. *100 percent specifications with bid form in PDF format (for bid)*
9. *100 percent level probable construction costs in PDF format*

Task 4 – Bidding Phase Services

Carollo will provide services to assist the City during the bid phase. It is assumed that the City will develop the Division 0 and bidding instructions for the project and advertise the 100 percent documents to potential bidders in one bid. Carollo will attend the pre-bid meeting and associated site visit as part of the bidding services.

Carollo will assist with responding to questions and provide updated documents for the necessary addendum. Carollo assumes a total of two technical addenda will be produced and distributed by the City.

Carollo will assist the City in reviewing the bid submittals received. Carollo will provide written recommendation for the lowest qualified responsive bidder for the City to award the single construction contract.

Deliverables:

1. *Addenda/question responses in both MS Word and PDF formats*
2. *Recommendation response in PDF format*

Task 5 – Construction/Permitting Phase Services

These services will be performed during construction of the Project. For the purpose of the budget, it is assumed that the construction duration will not exceed 6 months.

1. Carollo will develop conformed documents and distribute to the City and awarded contractor.
2. Carollo will assist the awarded contractor with the permit application to the Town of Ocean Ridge by answering questions or providing needed clarifications. It is assumed that the awarded contractor will use the conformed documents to obtain the building department permit.
3. Carollo will prepare for and attend one (1) on site preconstruction meeting. Carollo will prepare the agenda and meeting minutes for distribution to the attendees.
4. Carollo will assist in distribution, review and coordination of up to 20 shop drawing submittals and resubmittals. The review of the submittals will be in conformance with the Contract Documents and returned to the contractor. Carollo will log, track distribute and coordinate the shop drawings.
5. Carollo will attend up to 6 virtual construction progress meetings and prepare an agenda and minutes for distribution to attendees. Carollo assumes that the City will take primary responsibility for the daily site inspections during the work. Carollo will make up to 8 periodic on-site visits as part of the construction activities.
6. Carollo will review, coordinate, distribute and provide written responses for up to 6 RFIs. The responses will be forwarded to the City for review. Carollo will distribute the reviewed responses to the contractor. Carollo will maintain the RFI log for the Project.
7. Upon written notification and receipt of a list of items to be completed/corrected from the contractor, Carollo will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purposes of this task, Carollo assumes that one (1) substantial completion site visit will be required for this project.
8. Upon written notification from the contractor that the entire work is complete, Carollo will visit the site to determine if the work observed is completed as required by the Contract Documents. For the purposes of this task, the Carollo assumes that one (1) final completion site visit will be required.
9. Carollo will review the Contractor's electronic set of record drawings. The record drawings will be finalized by the Contractor.

Deliverables:

1. *Conformed drawings in PDF format and full size (22x34) hardcopy format – 2 full sized hard copies*
2. *Conformed specifications in PDF format and two (2) hardcopies*
3. *Pre-construction and progress meeting agenda and meeting minutes in PDF format*
4. *Submittal comments and RFI responses in PDF format.*
5. *Substantial and Final completion documentation in PDF format.*
6. *Record drawings comments.*

Schedule

It is estimated that the contract will be completed as follows:

1. Design Phase: 5 months from Notice to Proceed
2. Bid/Construction Phase: By May 2024.

Project Assumptions

This scope has been developed to address the anticipated project requirements. Because of the nature of this project certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and reflected in the budget. If the project task requirements are different form the assumptions presented in this Scope of Services, or if the City requires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of new project assignment as agreed to by both the City and Carollo. The following assumptions and City responsibilities apply to this project:

- A site survey will not be required.
- Geotechnical investigations will not be required.
- The City shall furnish Carollo available studies, reports, and other data pertinent to Carollo's services, obtain or authorize Carollo to obtain or provide additional reports and data as required; furnish to Carollo services of others required for the performance of Carollo's services hereunder, and Carollo shall be entitled to use and rely upon all such information and services provided by the City or others in performing Carollo's services under this Work Assignment.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Carollo 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, Carollo makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Carollo's opinions, analyses, projections, or estimates.
- The City shall provide access to and facilitate site visits to the facilities as needed and shall attend all meetings to maintain the progress of the project.

Fee

The not to exceed amount of **$137,022** will be billed monthly based on a time and material basis of work completed. Attachment A-1 provides the labor hour and cost detail for the anticipated project.

This proposal and fee are based on the assumptions listed below. To the extent possible,

- The City will provide requested data and other information relative to the project in a timely manner.

- Carollo shall be entitled to rely upon the accuracy of the data and information supplied by the City without independent review of evaluation.
- The City will review draft documents and provide written comments to Carollo within a two-week period.

Please contact us if you have questions or comments. We look forward to working with you on this project.

Sincerely,
CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa, PE, LEED AP
Vice President

EF:tb

Attachment A-1

Labor Hours and Budget

Boynton Beach Utilities: Oceanfront Park Wastewater Treatment Facility Design	LABOR HOURS								PROJECT COSTS			OTHER DIRECT COSTS							
	Liz Fujikawa, Lead Civil Engineer, Project Manager	Brian Graham, QA/QC	Norm Anderson, Lead Electrical/I&C	Joel Smason, Lead Structural	Mark Roads, Lead Process	CAD Designer	Clerical/Admin	Total Labor Hours	Total Labor Cost	Other Direct Costs/PECE	TOTAL COST	PECE	Lodging/Per Diem	Car Rental	Mileage	Document Reproduction	Consumables	Other ODC's	Total ODC's
Billing Rate	$ 264	$ 264	$ 257	$ 257	$ 146	$ 130	$ 93												
Task 1: Project Management	**4**		**1**	**0**	**1**	**0**	**0**	**6**	**$ 1,457.00**	**$ 125.60**	**$ 1,582.60**								
Kickoff Meeting	1		1		1	0	0	3	$ 666.50	$ 84.80	$ 751.30	$ 40.80		$ -	$ 44.00	$ -		$ -	$ 84.80
Progress Reports	3							3	$ 790.50	$ 40.80	$ 831.30	$ 40.80	$ -		$ -	$ -	$ -	$ -	$ 40.80
								0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 2: Design Evaluation	**0**		**12**	**0**	**0**	**0**	**0**	**12**	**$ 3,087.60**	**$ 328.20**	**$ 3,415.80**								
Site Visit/Clarify Scope of Work			12					12	$ 3,087.60	$ 328.20	$ 3,415.80	$ 163.20	$ -	$ -	$ 165.00	$ -	$ -	$ -	$ 328.20
								0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 3: Design	**60**	**16**	**62**	**52**	**60**	**90**	**36**	**376**	**$ 73,166.20**	**$ 5,113.60**	**$ 78,279.80**								
60 Percent Design Submittal	32	8	31	24	32	40	20	187	$ 36,421.90	$ 2,543.20	$ 38,965.10	$ 2,543.20	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,543.20
60 Percent Design Review Meeting	2		2	2	2			8	$ 1,847.60	$ 108.80	$ 1,956.40	$ 108.80	$ -	$ -	$ -	$ -	$ -	$ -	$ 108.80
100 Percent Design Submittal	26	8	29	26	26	50	16	181	$ 34,896.70	$ 2,461.60	$ 37,358.30	$ 2,461.60	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,461.60
								0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 4: Bidding Phase Services	**4**	**0**	**2**	**2**	**5**	**2**	**2**	**17**	**$ 3,258.10**	**$ 286.20**	**$ 3,544.30**								
Pre-Bid and Site Visit	0		0	0	2	0	0	2	$ 291.40	$ 82.20	$ 373.60	$ 27.20	$ -	$ -	$ 55.00	$ -	$ -	$ -	$ 82.20
Addenda/Respond to Questions	2		2	2	3	2	2	13	$ 2,439.70	$ 176.80	$ 2,616.50	$ 176.80			$ -				$ 176.80
Bid Review/Recommendation	2		0	0	0	0	0	2	$ 527.00	$ 27.20	$ 554.20	$ 27.20	$ -	$ -	$ -	$ -	$ -	$ -	$ 27.20
Task 5: Construction Phase Services	**41**	**2**	**46**	**30**	**86**	**14**	**4**	**223**	**$ 45,610.30**	**$ 4,589.80**	**$ 50,200.10**								
Preconstruction Meeting/Conformed Documents	2		2	2	6	8	3	23	$ 3,751.00	$ 1,022.80	$ 4,773.80	$ 312.80	$ -	$ -	$ 110.00	$ 600.00	$ -	$ -	$ 1,022.80
Permitting Assistance	2		2	2	2	2	1	11	$ 2,201.00	$ 259.60	$ 2,460.60	$ 149.60	$ -	$ -	$ 110.00	$ -	$ -	$ -	$ 259.60
Submittal Review	12		16	12	20	0	0	60	$ 13,280.40	$ 816.00	$ 14,096.40	$ 816.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 816.00
RFI Review	4		8	8	8	0	0	28	$ 6,336.40	$ 380.80	$ 6,717.20	$ 380.80	$ -	$ -	$ -	$ -	$ -	$ -	$ 380.80
Change Order Management	4	2	8	4	8	2	0	28	$ 6,094.60	$ 380.80	$ 6,475.40	$ 380.80	$ -	$ -	$ -	$ -	$ -	$ -	$ 380.80
Progress Meeting/Site Visits	12		8	0	30	2	0	52	$ 9,851.80	$ 1,224.20	$ 11,076.00	$ 707.20	$ -	$ -	$ 517.00	$ -	$ -	$ -	$ 1,224.20
Substantial Completion	2		0	0	4	0	0	6	$ 1,109.80	$ 191.60	$ 1,301.40	$ 81.60	$ -	$ -	$ 110.00	$ -	$ -	$ -	$ 191.60
Project Close Out	2		0	0	4	0	0	6	$ 1,109.80	$ 191.60	$ 1,301.40	$ 81.60	$ -	$ -	$ 110.00	$ -	$ -	$ -	$ 191.60
Review Record Drawings	1		2	2	4	0	0	9	$ 1,875.50	$ 122.40	$ 1,997.90	$ 122.40	$ -	$ -	$ -	$ -	$ -	$ -	$ 122.40
Subtotal	**109**	**18**	**123**	**84**	**152**	**106**	**42**	**634**	**$ 126,579.20**	**$ 10,443.40**	**$ 137,022.60**								
Subconsulants																			
Subconsultant Total										**$ -**	**$ -**								
Total									**$ 126,579.20**	**$ 10,443.40**	**$ 137,022.60**								

PURCHASE ORDER Chris Poschek 12-31-20

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 210605
DATE: 12/30/20

VENDOR 15111

TO: CAROLLO ENGINEERS, INC.
2056 VISTA PARKWAY
SUITE 400
WEST PALM BEACH, FL 33411

SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO. 77564	ORDERING DEPARTMENT: UTIL ADMIN TP		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4356.00	DL	SCOPE OF WORK: TASK 1 DATA REQUEST AND REVIEW DATA REQUEST DATA REVIEW	1.0000	4356.00
2	4185.40	DL	TASK 2 - FLOW EVALUATION - EVALUATE EXISTING FLOWS Field Investigations Data Analysis	1.0000	4185.40
3	18971.20	DL	TASK 3 - ALTERNATIVES EVALUATION - TREATMENT ALTERNATIVES Develop Treatment Alternatives Develop Pumping Alternatives Evaluate Alternatives Cost Estimating	1.0000	18971.20
4	5830.20	DL	TASK 4 - TECHNICAL MEMORANDUM Draft TM TM Review Meeting Final TM	1.0000	5830.20

RECEIVED
DEC 31 2020
Boynton Beach Utilities

REMARKS:

PROFESSIONAL SERVICES FOR THE AGING WASTEWATER TREAMENT PLANT AT THE OCEAN FRONT PARK. THE SERVICES INCLUDES THE SCOPE OF WORK INCLUDES: EVALUATION OF THE EXISTING FLOW, EVALUATION OF NEW RESIDENTIAL FLOWS THAT MAY BE ADDED TO THE WASTEWATER TREATMENT PLANT. EVALUATION OF ALTERNATIVE TREATMENT PROCESSES AND PRESENT WORTH COST FOR PACKAGE PLANT AND A PUMP STATION AND FORCE MAIN TO THE COLLECTION SYSTEM SERVING THE SCRWWTP.

PROCUREMENT SERVICES:		P.O. TOTAL:	33342.80

ACCOUNT NO. 403-5000-535.65-04
PROJECT SW1602

DEPARTMENT

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 7-Dec-20

Requesting Department: Utilities Engineering **Contact Person:** Chris Roschek, Manager Eng CJR

Explanation for Purchase:
Professional engineering services for the aging Wastewater Treatment Plant at Ocean Front Park. The scope of work includes the evaluation of existing flow, evaluation of new residential flows, evaluation of alternatives treatment processes and present worth cost for package plant, a pump station and force main to the collection system serving the SCRWWTP.

Recommended Vendor 15111 Carollo Engineers, Inc.

Dollar Amount of Purchase $33,342.80

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	X

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
Account No. 403-5000-535.65-04 Project # SW1602

Approvals:

Department Head		Date	12-7-2020
Purchasing Agent		Date	
Asst City Manager		Date	
City Manager		Date	

Form Revised 02/01/02

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**12/7/2020**
H.T.E. REQUISITION #	**77564**
Contract Coordinator:	**T. Pratt**
Director: Joseph Paterniti	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE:

Engineering services for an Oceanfront Park Wastewater Treatment Alternative Study on the aging Wastewater Treatment Plant at Ocean Front Park.

The services includes the scope of work includes: Evaluation of existing flow, evaluation of new residential flows that may be added to the wastewater treatment plant. Evaluation of alternative treatment processes and present worth cost for package plant and a pump station and force main to the collection system serving the SCRWWTP.

VENDOR INFORMATION:	**DIVISION:**	**OTHER INFORMATION:**	
Name: Carollo Engineers, Inc.	Admin. ( )	Date: 12/7/2020	ASAP ( )
Address: 2056 Vista Parkway	Engineering ( )	Date Needed:	Confirm. ( )
Suite 400	Cust. Rel. ( )		ASAP/Conf. ( )
West Palm Beach, FL 33411	Distribution ( )	**BACKUP DOCS. SUBMITTED:**	**DELIVERY:**
Phone (contact): Elizabeth Fujikawa, PE, LEED AP Vice President Email: efujikawa@carollo.com	Water Qual. ( )	Quotes/Verbal ( ) (over $500)	E. Admin. 40 (X)
Phone: 561-868-6400 Fax: 561-868-6401	Pumping ( )	Quotes/Written (X) (over $2000)	E. WTP 41 ( )
Vendor Number: 15111	PWTreat. ( )	RFQ ( )	W. WTP 42 ( )
	Meter Serv. ( )	Sole Source Ltr. ( )	P/U 99 ( )
INITIATOR: Christopher Roschek, Engineering Division Manager	Wastewater (X)	Insurance Requirements: ( )	Special Instructions:
APPROVED:	Strmwtr. ( )	**Professional Services Proposal Attached**	Project Number: **SW1602**

Quan.	Unit	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	LS	**Scope of Work:** Task 1 –Data Request and Review Data Request Data Review						$4,356.00
1	LS	Task 2 – Flow Evaluation – Evaluate Existing Flows Field Investigations Data Analysis						$4,185.40
1	LS	Task 3 – Alternatives Evaluation – Treatment Alternatives Develop Treatment Alternatives Develop Pumping Alternatives Evaluate Alternatives Cost Estimating						$18,971.20
		Task 4 – Technical Memorandum Draft TM TM Review Meeting Final TM						$5,830.20
		Total	403	5000	535	65	04	$33,342.80

Engineers...Working Wonders With Water®

2056 Vista Parkway. Suite 400, West Palm Beach, Florida 33411
P. 561.868.6400 F. 561.868.6401

November 30, 2020

Mr. Chris Roschek
Boynton Beach Utilities
124 East Woolbright Road
Boynton Beach, FL 33435

Subject: Proposal for Engineering Services
Oceanfront Park Wastewater Treatment Alternatives Study

Dear Mr. Roschek:

As requested, we have prepared the following proposed scope of services for the subject project.

Background

The City of Boynton Beach (CITY) has an aging wastewater treatment plant (WWTP) at the Ocean Front Park that is rated and permitted for an average daily flow (ADF) of 12,000 gallons per day (gpd). The effluent is disinfected by chlorine and flows to a drain field underneath the adjacent parking lot. The drain field has a total area of 5,100 square feet.

The WWTP uses a rotating biological contactor (RBC) process with an unmetered flow. Oceanfront Park has two restrooms (six stalls each) and a small concession stand. The City has estimated that current flows are about 1,500 gpd, causing issues with a high strength waste that is extremely variable based on attendance at the park. The WWTP has not consistently met regulatory limits.

The City is also considering adding an adjacent residential load to the treatment plant.

This scope of work outlines tasks for Carollo Engineers, Inc. (Carollo) to do the following:

1. Flow Evaluation:
   a. Evaluate existing flows to the WWTP.
   b. Evaluate new residential flows that may be added to the WWTP.
2. Evaluate alternative treatment processes and present worth costs for:
   a. Package plants.
   b. A pump station and force main to the collection system serving the SCRWWTP.
3. Summarize the evaluations in a technical memorandum.

Scope of Work

The scope of services will include the following:

Task 1 – Data Request

The task will start with submittal of a data request and review. The review will include any of the following information that has not already been received and reviewed prior to initiation of this work effort:

- Drawings for the existing treatment plant and drainage field.
- Drawings for the adjacent residential area's collection system.
- Drawings for the sewer collection system that would be connected to the pump station alternative.
- Existing permit and compliance data.
- Past reports.

Deliverables: (1) Data Request in PDF format.

Task 2 – Evaluate Existing Flows

To determine capacity of the new WWTP or pump station, the following flow rates will be needed.

Existing WWTP: Carollo will evaluate the existing WWTP piping configuration to determine if there is a location for flow monitoring. If such a location can be identified, we will make a recommendation as to the location and type of flow meter(s) for the City to rent and install.

Residential Area: Carollo will evaluate the collection system for the residential area to be connected to the WWTP and again, if possible, recommend the location and type of flow meter(s) for the City to rent and install.

Where flow metering is not feasible, Carollo will work with the City to determine the best option to estimate the flow rate utilizing pumps, water meters, or other methodology.

Task 3 – Treatment Alternatives

Carollo will evaluate the three most suitable packaged treatment plant alternatives based upon the following criteria:

1. Capability to treat the variabilities in flow and influent quality, including modifications such as flow equalization, a dilution flow, or supplemental food source to support a biological process.
2. Ease of operation and maintenance.
3. Proven performance in similar installations.
4. Capital Cost.
5. Operating Cost.
6. Schedule for Implementation.

The equipment vendors will be asked to provide the following data:

1. Conceptual layout, recommendations for system sizing, and calculations used for sizing the process.
2. Capital cost.
3. Manufacturing lead time.

In addition, Carollo will also evaluate the alternative to collect and pump the waste to the SCRWWTP via the nearest existing wastewater collection system connection. The analysis will consider a conceptual route with costs for construction piping to the connection point. Note: the capacity of the sewer system to accept the flows will not be evaluated under this scope of work.

Task 4 – Technical Memorandum

Carollo will prepare a draft technical memorandum presenting results from the analyses. Equipment vendor information will be included in an Appendix.

Carollo will meet with the City to review the draft technical memorandum and discuss any initial comments. A final technical memorandum will be submitted within two weeks of receipt of comments.

Deliverables: Draft and Final Technical Memorandum.

Meetings: (1) TM Review Meeting.

Schedule

We estimate that this project can be completed within 12 weeks. The main variable being the time to get flow data for the treatment plant and pump station sizing.

Fee

The lump sum amount of $33,342 will be billed monthly based on percentages of the work completed.

This proposal and fee is based on the assumptions listed below. To the extent possible,

- The City will provide requested data and other information relative to the project in a timely manner.
- Carollo shall be entitled to rely upon the accuracy of the data and information supplied by the City without independent review of evaluation.
- The City will review draft documents and return comments to Carollo within a two-week period.

	LABOR HOURS						PROJECT COSTS		
Boynton Beach Utilities: Oceanfront Park Alternative WWTP Study	Liz Fujikawa, P.E. Client Service Manager	Rod Reardon, P.E. Lead Process Engineer	Scott Richards, PE Project Manager	Engineer	Clerical/Admin	Total Labor Hours	Total Labor Cost	Other Direct Costs/PECE	TOTAL COST
Billing Rate	*$272*	*$272*	*$192*	*$128*	*$96*				
Task 1: Data Request and Review	1	2	6	16	0	25	$ 4,016.00	$ 340.00	$ 4,356.00
Data Request	1		2	0		3	$ 656.00	$ 40.80	$ 696.80
Data Review	0	2	4	16		22	$ 3,360.00	$ 299.20	$ 3,659.20
Task 2: Flow Evaluation	0	0	8	16	0	24	$ 3,584.00	$ 601.40	$ 4,185.40
Field Investigations			4	0		4	$ 768.00	$ 329.40	$ 1,097.40
Data Analysis			4	16		20	$ 2,816.00	$ 272.00	$ 3,088.00
Task 3: Alternatives Evaluation	6	8	12	96	0	122	$ 18,400.00	$ 571.20	$ 18,971.20
Develop Treatment Alternatives	1	4		8		13	$ 2,384.00	$ 176.80	$ 2,560.80
Develop Pumping Alternatives	1	0	4	24		29	$ 4,112.00	$ 394.40	$ 4,506.40
Evaluate Alternatives	4	4	4	40		52	$ 8,064.00	$ -	$ 8,064.00
Cost Estimating			4	24		28	$ 3,840.00	$ -	$ 3,840.00
Task 3: Technical Memorandum	4	0	10	12	6	32	$ 5,120.00	$ 710.20	$ 5,830.20
Draft TM	2		4	8	4	18	$ 2,720.00	$ 244.80	$ 2,964.80
TM Review Meeting	1		2			3	$ 656.00	$ 315.80	$ 971.80
Final TM	1		4	4	2	11	$ 1,744.00	$ 149.60	$ 1,893.60
TOTAL	**11**	**10**	**36**	**140**	**6**	**203**	**$ 31,120.00**	**$ 2,222.80**	**$ 33,342.80**

Please contact us if you have questions or comments. We look forward to working with you on this project.

Sincerely,
CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa, PE, LEED AP
Vice President

EF:tb

BUDGET ADJUSTMENT (TRANSFER) REQUEST

To: Finance Department

From: WT

Fiscal Period: 2 FY: 20-21

Date: 11/30/20

Account Number	Description	Project Number	* Budget Data Only			* Expend as of:	
			Present Budget	Adjustment Increase (Decrease)	Adjusted Budget	Expenditures & Encumbrances	Unencumbered Balance
					0		0
403-5000-535-65.04	UTIL CONST IN PROGRESS / R&R - SEWER		3,135,000	(34,000)	3,101,000	856,622	2,244,378
403-5000-535-65.04	UTIL CONST IN PROGRESS / R&R - SEWER	SW1602	0	34,000	34,000	0	34,000
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
* Use Whole Dollars Only	TOTALS		3,135,000	0	3,135,000	856,622	2,278,378

Justification of Transfer: Allocate budget to SW1602 "Beach Plant -Oceanfront Park" per M. Low request (see attached email)

Approvals:

Department Head: 12/1/20

Finance Budget Mgr: _____

Finance Director: _____

City Manager: _____

Budget Office Use Only
Document #
Group #
Posted By:

S:\Finance\Fabio\FY20-21\Transfers\Blank 2

PURCHASE REQUISITION NBR: 0000077564 CONTRACT NO.:

STATUS: DEPT APPROVAL

REQUISITION BY: UTIL ADMIN TP REASON: ENGINEERING SERVICES DATE: 12/07/20

SHIP TO LOCATION: EAST UTILITY ADMIN SUGGESTED VENDOR: 15111 CAROLLO ENGINEERS, INC. DELIVER BY DATE: 12/14/20

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SCOPE OF WORK: TASK 1 DATA REQUEST AND REVIEW DATA REQUEST DATA REVIEW COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING	4356.00	DL	1.0000	4356.00	
2	TASK 2 - FLOW EVALUATION - EVALUATE EXISTING FLOWS Field Investigations Data Analysis COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING	4185.40	DL	1.0000	4185.40	
3	TASK 3 - ALTERNATIVES EVALUATION - TREATMENT ALTERNATIVES Develop Treatment Alternatives Develop Pumping Alternatives Evaluate Alternatives Cost Estimating COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING	18971.20	DL	1.0000	18971.20	
4	TASK 4 - TECHNICAL MEMORANDUM Draft TM TM Review Meeting Final TM COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING	5830.20	DL	1.0000	5830.20	

REQUISITION TOTAL: 33342.80

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SW1602 REPLACE SEWER TRMT PLANT	100.00	4356.00
2	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SW1602 REPLACE SEWER TRMT PLANT	100.00	4185.40
3	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SW1602 REPLACE SEWER TRMT PLANT	100.00	18971.20
4	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SW1602 REPLACE SEWER TRMT PLANT	100.00	5830.20
					33342.80

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PURCHASE REQUISITION NBR: 0000077564 CONTRACT NO.:

REQUISITION BY: UTIL ADMIN TP
STATUS: DEPT APPROVAL
REASON: ENGINEERING SERVICES
DATE: 12/07/20

SHIP TO LOCATION: EAST UTILITY ADMIN
SUGGESTED VENDOR: 15111 CAROLLO ENGINEERS, INC.
DELIVER BY DATE: 12/14/20

REQUISITION COMMENTS:

Professional services for the aging Wastewater Treatment Plant at the Ocean Front Park. The services includes the scope of work includes: Evaluation of existing flow, evaluation of new residential flows that may be added to the wastewater treatment plant. Evaluation of alternative treatment processes and present worth cost for package plant and a pump station and force main to the collection system serving the SCRWWTP.

BUDGET ADJUSTMENT (TRANSFER) REQUEST

To: Finance Department

Fiscal Period: 3 FY: 20-21

From:

Date: 11/30/20

Account Number	Description	Project Number	* Budget Data Only			* Expend as of:	
			Present Budget	Adjustment Increase (Decrease)	Adjusted Budget	Expenditures & Encumbrances	Unencumbered Balance
					0		0
403-5000-535-65.04	UTIL CONST IN PROGRESS / R&R - SEWER	SWR102	966,000	(23,000)	943,000	0	943,000
403-5000-535-65.04	UTIL CONST IN PROGRESS / R&R - SEWER	SW1602	34,000	23,000	57,000	22,512	34,488
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
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					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
					0		0
* Use Whole Dollars Only	TOTALS		1,000,000	0	1,000,000	22,512	977,488

Justification of Transfer: Allocate budget to SW1602 "Beach Plant -Oceanfront Park"
per M. Low request

Approvals:

Department Head: 12/21/20

Finance Budget Mgr:

Finance Director:

City Manager:

Budget Office Use Only
Document #
Group #
Posted By:

S:\Finance\Fabio\FY20-21\Transfers\12-21-20 SW1602 + WT2006

Account information

UTIL CONST IN PROGRESS / R&R - SEWER

Fiscal year:	2021 Dr
Budget:	3,135,000.00
Committed:	856,622.24
Balance:	2,278,377.76

Project Data

Project Entry Required

STM029	Lakeside/20 Ave	.00
SWR059	Manhole Rehabil	.00
SWR064	Sewer Pipe Reha	54,577.60-
SWR075	Pump Replacemen	.00
SWR102	Odor Ctrl Sys M	966,000.00
08	Submaster L.S.	.00
11	Purchase of Gen	358,215.20-
12	SCADA Sys Repl	.00
02	REPLACE SEWER T	11,488.00
03	Lift Station 30	.00
01	Sewer System Pi	.00
02	OCEANRIDGE EXPA	.00

Detail

SWR102
Odor Ctrl Sys Master L.S.

	YTD	PTD
Budget	966,000.00	3,845,662.00
Posted amount	.00	583,699.23
Unposted amount	.00	.00
Posted encumbrance	.00	.00
Unposted encumbrance	.00	.00
Total	.00	583,699.23
Balance	966,000.00	3,261,962.77

Period/Month	Actuals	Totals
01 October	.00	.00
02 November	2,464.88	2,464.88
03 December	1,969.05	4,433.93

t information

(* indicates pending)	Total
CAROLLO ENGINEERS, INC.	1,969.05
MCKIM & CREED, INC.	2,464.88

Account information

UTIL CONST IN PROGRESS / R&R - SEWER

Fiscal year:	2021 Dr
Budget:	3,135,000.00
Committed:	856,622.24
Balance:	2,278,377.76

Project Data

Project Entry Required

STM029	Lakeside/20 Ave	.00
SWR059	Manhole Rehabil	.00
SWR064	Sewer Pipe Reha	54,577.60-
SWR075	Pump Replacemen	.00
SWR102	Odor Ctrl Sys M	966,000.00
SWR108	Submaster L.S.	.00
11	Purchase of Gen	358,215.20-
12	SCADA Sys Repl	.00
02	REPLACE SEWER T	11,488.00
03	Lift Station 30	.00
01	Sewer System Pi	.00
02	OCEANRIDGE EXPA	.00

Detail

SW1602
REPLACE SEWER TRMT PLANT

	YTD	PTD
Budget	34,000.00	1,660,772.00
Posted amount	.00	37,098.00
Unposted amount	.00	.00
Posted encumbrance	22,512.00	22,512.00
Unposted encumbrance	.00	.00
Total	22,512.00	59,610.00
Balance	11,488.00	1,601,162.00

01	October	.00	.00
02	November	2,464.88	2,464.88

nt information

(* indicates pending)	Total
ENGINEERS, INC.	1,969.05
MCKIM & CREED, INC.	2,464.88

RECEIVING REPORT

RECEIPT NO.: 352271

SHIP TO:
EAST UTILITY ADMIN

P.O. NO.: 210605

DATE: 3/24/21

VENDOR: CAROLLO ENGINEERS, INC.
2056 VISTA PARKWAY
SUITE 400
WEST PALM BEACH FL 33411

VENDOR NO.
15111

DELIVER BY	SHIP VIA	F.O.B.
12/14/20		

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
ELIZABETH FUJIKAWA	JENNIFER HANKINS	UTIL ADMIN TP

FREIGHT	CONTRACT NO.	REQ. NO.	REQ. DATE
		0000077564	12/07/20

LINE	QTY RCVD	BIN LOCATION	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	261.36		DL	918 042 CONSULTING SERVICES ENGINEERING SCOPE OF WORK: TASK 1 DATA REQUEST AND REVIEW Acct/Proj: 40350005356504 / SW1602	1.0000	261.36
2	1046.35		DL	918 042 CONSULTING SERVICES ENGINEERING TASK 2 - FLOW EVALUATION - EVALUATE EXISTING FLOWS Acct/Proj: 40350005356504 / SW1602	1.0000	1046.35
3	3794.24		DL	918 042 CONSULTING SERVICES ENGINEERING TASK 3 - ALTERNATIVES EVALUATION - TREATMENT Acct/Proj: 40350005356504 / SW1602	1.0000	3794.24
4	291.51		DL	918 042 CONSULTING SERVICES ENGINEERING TASK 4 - TECHNICAL MEMORANDUM Acct/Proj: 40350005356504 / SW1602	1.0000	291.51

TOTAL EXTENDED COST: 5393.46

RECEIVED BY: UTIL/ADMIN HLK RECEIVED DATE: 3/24/21

15111	Carollo Engineers, Inc.											
	2056 Vista Parkway											
	Suite 400			Purchase Order # 210605						PO Value		$33,342.80
	West Palm Beach, FL 33411											
										Amendment #1		$0.00
	Account Number(s)									Total Funding		$33,342.80
	403-5000-535.65-04 SW1602		$33,342.80									
	Ocean Front Park - Wastewater Treatment Plant Evalua											

Seq	Invoice Number	Total Invoice	Date Ending	Date Received	Date Approved	% WTR	% STM	% SW	Water WTR	Stormwater STM	Sewer SW	Verification
						0%	0%	100%	$0.00	$0.00	$33,342.80	$33,342.80
1	0195656	$5,121.47	1/31/21	2/22/21	2/22/21	0%	0%	100%	$0.00	$0.00	$5,121.47	$28,221.33
2	0196497	$5,393.46	2/2/21	3/23/21	3/24/21	0%	0%	100%	$0.00	$0.00	$5,393.46	$22,827.87
3						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
4						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
5						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
6						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
7						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
8						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
9						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
10						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
11						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
12						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
13						0%	0%	100%	$0.00	$0.00	$0.00	$22,827.87
14									$0.00	$0.00	$0.00	$22,827.87
15									$0.00	$0.00	$0.00	$22,827.87
16									$0.00	$0.00	$0.00	$22,827.87
17									$0.00	$0.00	$0.00	$22,827.87
18									$0.00	$0.00	$0.00	$22,827.87
19									$0.00	$0.00	$0.00	$22,827.87
20									$0.00	$0.00	$0.00	$22,827.87
	PAYMENTS TO DATE	$10,514.93	31.54%						$0.00	$0.00	$10,514.93	$10,514.93
	Total Funding	$33,342.80							$0.00	$0.00	$33,342.80	
	Balance	$22,827.87							$0.00	$0.00	$22,827.87	

H.T.E
Payment # 2 $5,393.46
H.K.
3/24/2021

Engineers...Working Wonders With Water™

City of Boynton Beach Oceanfront Park WWTP Alternative Study

PO No.: 210605
Carollo Project Number: 12228A.00

Project Progress Report No. 2– February 2021

This report summarizes the progress of the consulting services associated with the Oceanfront Park WWTP Alternative Study scope of services. The scope reflects the work performed and completed during the period from February 1, 2020 through February 28, 2021.

A. Project Status and Completed Work:

TASK 1 – Data Request and Review

Consultant received and reviewed initial data on the Oceanfront Park WWTF related to the flows and influent concentrations along with prior reports received. Additional data was requested from the City at the Kickoff Meeting (1/21/2021).

Rough draft design criteria started.

This task is estimated at 50 percent complete.

TASK 2 – Flow Evaluation
Site visit was performed in January 2021 and initial flow data was provided by the City for review. Data from additional flow locations was provided in the recent evaluation report.

Rough draft design criteria started. Modification of flows based on fixture count and removal of outside drains and showers. Coordinate potable water meter with wastewater flow.

This task is estimated at 50 percent complete.

TASK 3 – Alternatives Evaluation
Initial investigation based on the data results and discussions at the Kickoff Meeting. Design criteria is in process of development. Anticipate that no additional flows will be provided to the facility.

Coordination with different manufacturers started with rough draft of design criteria using DOH listing. Modification of flows based on fixture count and flow rate.

This task is estimated at 30 percent complete.

TASK 4 – Technical Memorandum
No activities on this task to date. Rough draft of design criteria and DMR analysis.

Task is estimated to be 5 percent complete.

B. Schedule

1. Project remains on schedule

C. Potential Out of Scope Items Identified to Date

1. Coordination with permit renewal activities with the City. Currently, this effort is noted within the on-going meetings. No activity on this item at this time.

D. Additional Scope Items

1. None noted during the period.

E. Budget Summary

The project budget for engineering services, Tasks 1 thru 4, is based on a lump sum payment of $33,342.80.

Work performed through the month of February 2021 constitutes approximately 30% percent of the total work to be performed.

Milot Emile 03/23/2021

carollo
Engineers...Working Wonders With Water®

Remit all electronic payments to the following account
Bank: Zions Bancorporation
Account Name: Carollo Depository
ABA Number/ Routing Number: 122105320
Account #: 560013387

Attn: Milot Emile
City of Boynton Beach
124 East Woolbright Road
Boynton Beach, FL 33435

Received
MAR 23 2021
Boynton Beach Utilities

March 15, 2021
Project No: 12228A.00
Invoice No: 0196497

Boynton Beach Satellite WWTP Study
PO # 210605
Date 12/30/20
$33,342.80

Professional Services from February 1, 2021 to February 28, 2021
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Task 1 Data Request and Review	4,356.00	56.00	2,439.36	2,178.00	261.36
Task 2 Flow Evaluation	4,185.40	50.00	2,092.70	1,046.35	1,046.35
Task 3 Treatment Alternatives Evaluation	18,971.20	30.00	5,691.36	1,897.12	3,794.24
Task 4 Technical Memorandum	5,830.20	5.00	291.51	0.00	291.51
Total Fee	33,342.80		10,514.93	5,121.47	5,393.46
		Total Fee			**5,393.46**
				Please Pay This Amount	**$5,393.46**

Project Summary

Contract Amount	**33,342.80**
Less Current Invoice	**5,393.46**
Less Prior Amount	**5,121.47**
Balance Remaining	**22,827.87**

Outstanding Invoices

Number	Date	Balance
0195656	2/15/2021	5,121.47
Total		**5,121.47**

For any questions regarding this invoice please contact us at ClientInvoicing@carollo.com.

15111	Carollo Engineers, Inc.											
	2056 Vista Parkway											
	Suite 400			Purchase Order # 210605						PO Value		$33,342.80
	West Palm Beach, FL 33411											
										Amendment #1		$0.00
	Account Number(s)									Total Funding		$33,342.80
	403-5000-535.65-04 SW1602 $33,342.80											
	Ocean Front Park - Wastewater Treatment Plant Evalua											

Seq	Invoice Number	Total Invoice	Date Ending	Date Received	Date Approved	% WTR	% STM	% SW	Water WTR	Stormwater STM	Sewer SW	Verification
						0%	0%	100%	$0.00	$0.00	$33,342.80	$33,342.80
1	0195656	$5,121.47	1/31/21	2/22/21	2/22/21	0%	0%	100%	$0.00	$0.00	$5,121.47	$28,221.33
2						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
3						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
4						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
5						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
6						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
7						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
8						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
9						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
10						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
11						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
12						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
13						0%	0%	100%	$0.00	$0.00	$0.00	$28,221.33
14									$0.00	$0.00	$0.00	$28,221.33
15									$0.00	$0.00	$0.00	$28,221.33
16									$0.00	$0.00	$0.00	$28,221.33
17									$0.00	$0.00	$0.00	$28,221.33
18									$0.00	$0.00	$0.00	$28,221.33
19									$0.00	$0.00	$0.00	$28,221.33
20									$0.00	$0.00	$0.00	$28,221.33
	PAYMENTS TO DATE	$5,121.47	15.36%						$0.00	$0.00	$5,121.47	$5,121.47
	Total Funding	$33,342.80							$0.00	$0.00	$33,342.80	
	Balance	$28,221.33							$0.00	$0.00	$28,221.33	

HTC 2.24.21 DP

Milot Emile
02/22/2021

carollo
Engineers...Working Wonders With Water®

Remit all electronic payments to the following account
Bank: Zions Bancorporation
Account Name: Carollo Depository
ABA Number/ Routing Number: 122105320
Account #: 560013387

Attn: Milot Emile
City of Boynton Beach
124 East Woolbright Road
Boynton Beach, FL 33435

Received
FEB 22 2021
Boynton Beach Utilities

February 15, 2021
Project No: 12228A.00
Invoice No: 0195656

Boynton Beach Satellite WWTP Study
PO # 210605
Date 12/30/20
$33,342.80

Professional Services from December 31, 2020 to January 31, 2021
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Task 1 Data Request and Review	4,356.00	50.00	2,178.00	0.00	2,178.00
Task 2 Flow Evaluation	4,185.40	25.00	1,046.35	0.00	1,046.35
Task 3 Treatment Alternatives Evaluation	18,971.20	10.00	1,897.12	0.00	1,897.12
Task 4 Technical Memorandum	5,830.20	0.00	0.00	0.00	0.00
Total Fee	33,342.80		5,121.47	0.00	5,121.47
		Total Fee			**5,121.47**
			Please Pay This Amount		**$5,121.47**

Project Summary

Contract Amount	**33,342.80**
Less Current Invoice	**5,121.47**
Less Prior Amount	**0.00**
Balance Remaining	**28,221.33**

For any questions regarding this invoice please contact us at ClientInvoicing@carollo.com.

carollo

Engineers...Working Wonders With Water™

City of Boynton Beach Oceanfront Park WWTP Alternative Study

PO No.: 210605
Carollo Project Number: 12228A.00

Project Progress Report No. 1 – January 2021

This report summarizes the progress of the consulting services associated with the Oceanfront Park WWTP Alternative Study scope of services. The scope reflects the work performed and completed during the period from December 31, 2020 through January 31, 2021.

A. Project Status and Completed Work:

TASK 1 – Data Request and Review

Consultant received and reviewed initial data on the Oceanfront Park WWTF related to the flows and influent concentrations along with prior reports received. Additional data was requested from the City at the Kickoff Meeting (1/21/2021).

This task is estimated at 40 percent complete.

TASK 2 – Flow Evaluation
Site visit was performed in January 2021 and initial flow data was provided by the City for review. Data from additional flow locations was provided in the recent evaluation report.

This task is estimated at 35 percent complete.

TASK 3 – Alternatives Evaluation
Initial investigation based on the data results and discussions at the Kickoff Meeting. Design criteria is in process of development. Anticipate that no additional flows will be provided to the facility.

This task is estimated at 10 percent complete.

TASK 4 – Technical Memorandum
No activities on this task to date.

B. Schedule

1. Project remains on schedule

C. Potential Out of Scope Items Identified to Date

1. None noted during the period.

D. Additional Scope Items

1. None noted during the period.

E. Budget Summary

The project budget for engineering services, Tasks 1 thru 4, is based on a lump sum payment of $33,342.80.

Work performed through the month of January 2021 constitutes approximately 15% percent of the total work to be performed.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 16, 2022

Carollo Engineering, Inc.
Elizabeth Fujikawa, P.E.
2056 Vista Parkway
Suite 400
West Palm Beach, FL 33411

VIA EMAIL TRANSMITTAL TO: efujikawa@carollo.com

RFQ:046-2821-17/TP - GENERAL CONSULTING SERVICES

SCOPE A (Water Plant Modifications, Capacity & Operational Evaluation)
SCOPE B (Infrastructure Improvements & Evaluations)
SCOPE C (Ancillary Studies and Services)

CURRENT AGREEMENT TERM: ***AUGUST 22, 2021 – AUGUST 21, 2022***

Dear Ms. Fujikawa:

The current agreement term for "GENERAL CONSULTANT SERVICES – SCOPES A, B, AND C" expires August 21, 2022.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach have been very happy with Carollo Engineering, Inc. services and would like to extend the agreement for its 3rd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

June 16, 2022

BID: GENERAL CONSULTING SERVICES

SCOPE A (Water Plant Modifications, Capacity & Operational Evaluation)
SCOPE B (Infrastructure Improvements & Evaluations)
SCOPE C (Ancillary Studies and Services)

BID No.: RFQ 046-2821-17/TP

Agreement between the City of Boynton Beach and **CAROLLO ENGINEERING, INC.**

AGREEMENT RENEWAL TERM: ***AUGUST 22, 2022 – AUGUST 21, 2023***

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

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

_____

_____

CAROLLO ENGINEERING, INC.

NAME OF COMPANY	SIGNATURE
Elizabeth Fujikawa, P.E.	Vice President
NAME OF REPRESENTATIVE (please print)	TITLE
6/16/2022	561.868.6400
DATE	(AREA CODE) TELEPHONE NUMBER

efujikawa@carollo.com
E-MAIL

GENERAL CONSULTING SERVICES AGREEMENT

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

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

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

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

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

ARTICLE 1 - SERVICES

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

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

1.2 SERVICE AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of general market conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Although CONSULTANT shall not be responsible for health or safety

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

1.3 ADDITIONAL SERVICES

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

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

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

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

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

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

1.4 CITY'S RESPONSIBILITIES

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

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

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

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

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

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

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

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

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

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

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

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

1.5 SEQUENCE OF EVENTS

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

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

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

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

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

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

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

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

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

1.6 DEFINITION OF DEFAULT

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

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

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

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

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

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

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

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

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

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

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

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

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

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

ARTICLE 8 - COMPLIANCE WITH LAWS

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

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

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

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

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

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

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

ARTICLE 20 – UNCONTROLLABLE FORCES

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

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

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

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

ARTICLE 22 – ESTIMATES AND PROJECTIONS

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

ARTICLE 23 – THIRD PARTIES

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

ARTICLE 24 - NOTICES

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

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

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

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

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

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

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

A. Keep and maintain public records required by the CITY to perform the service;

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

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

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

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

Attest/Authenticated:

Title

City Clerk

ELIZABETH FUJIKAWA/
LYLE MUNCE

CONSULTANT

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

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

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

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

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

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

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

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

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

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

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

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

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

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

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

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

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

Boynton Beach Utilities

REHABILITATION OF OCEANFRONT PARK WASTEWATER TREATMENT PLANT

November 15, 2022

OCEANFRONT PARK WASTEWATER TREATMENT PLANT

6415 N Ocean Blvd, Ocean Ridge

Oceanfront Park

- Oceanfront Park provides beach access to the public with concessions, restrooms, and picnic areas.
- The wastewater treatment plant treats the wastewater flow from the park facilities (restrooms, concessions, and life guard house).
- The existing rotating biological contactor (RBC) treatment system is over 20 years old and is in need of repair and rehabilitation to extend the service life of the equipment and building.
- City has a $300,000 grant from the Florida Department of Environmental Protection (FDEP) for the project.

Project Scope

- Carollo Engineers will provide engineering design, permitting, bidding, and construction management services.
  - Design Phase: Estimated completion in April 2023
  - Engineering Services: $137,022

- Bidding and construction will commence after design and permitting are completed.
  - Bid/Construction Phase: Estimated completion in May 2024
  - Construction Cost: $TBD

Questions

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Ordinance No. 22-018 - Second Reading - Approve modifications (CDRV 22-005) amending the Part III LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Use Definitions, Chapter 3. Zoning, and Chapter 4, Article III. Exterior Building and Site Standards (CDRV 22-005), to include requirements for commercial frontage. First reading took place on October 18, 2022.

Explanation of Request:
The proposed amendments encompass requirements for minimum percentages of commercial frontage along specific rights-of-way. These amendments will contribute to the establishment of viable storefronts and commercial spaces appropriate to the scale and fabric of the built environment along key corridors within the City.

The following table provides a summary of the amendments being proposed:

Overlay Zone/Mixed-Use District	50% Commercial Frontage Required	70% Commercial Frontage Required, Remaining for Active Frontage
Martin Luther King Jr. Boulevard Overlay	N/A	Martin Luther King Jr. Boulevard
Urban Commercial District Overlay	N/A	Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard; Ocean Avenue west of SE/NE 6th Street; Boynton Beach Boulevard west of Federal Highway
Cultural District Overlay	N/A	E Ocean Avenue east of N Seacrest Boulevard
Boynton Beach Boulevard Overlay	N/A	W Boynton Beach Boulevard and N Seacrest Boulevard
Downtown Transit-Oriented Development District Overlay	SE 4th Street	Federal Highway; Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard; and Boynton Beach Boulevard, west of Federal Highway
Suburban Mixed-Use Zoning	Old Boynton Road and Winchester Park Boulevard	Congress Avenue, Boynton Beach Boulevard and Gateway Boulevard

This item was scheduled for the September 27th, 2022 Planning & Development Board meeting, but was rescheduled to the Special meeting on October 12th, 2022.

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

Fiscal Impact: N/A

Alternatives:
N/A

Strategic Plan:

Strategic Plan Application: N/A

Climate Action Application: N/A

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving amendments to LDR Chapters 1, 3 and 4 regarding Commercial Frontage
🗋	Staff Report	Staff Report - CDRV 22-005_Commercial Frontage
🗋	Attachment	CDRV 22-005 - Proposed Code Amendments
🗋	Exhibit	Exhibit A - Rights-of-Way Map
🗋	Attachment	Staff Presentation

ORDINANCE NO. 22-018

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 1, ARTICLE II. USE DEFINITIONS, CHAPTER 3. ZONING, AND CHAPTER 4, ARTICLE III. EXTERIOR BUILDING AND SITE STANDARDS (CDRV 22-005), TO INCLUDE REQUIREMENTS FOR COMMERCIAL FRONTAGE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the proposed amendments encompass requirements for minimum percentages of commercial frontage along specific rights-of-way. These amendments will contribute to the establishment of viable storefronts and commercial spaces appropriate to the scale and fabric of the built environment along key corridors within the city; and

WHEREAS, the City Commission of the City of Boynton Beach has considered the recommendations and has determined that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the amendments to the Land Development Regulations as contained herein.

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

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 1, General Administration, Article II Definitions are hereby amended as follows:

CHAPTER 1. GENERAL ADMINISTRATION

...

ARTICLE II. DEFINITIONS

...

ACCESSORY USE - See "Use, Accessory."

ACRE - Land or water consisting of forty-three thousand, five hundred sixty (43,560) square feet.

~~ACTIVE/COMMERCIAL USES ON GROUND FLOOR~~

~~1. Mixed use projects within urban mixed use zoning districts will meet ground floor ACTIVE/COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and live-work. Resident-only service amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses.~~

~~2. Residential-only projects within urban mixed use zoning districts will meet ACTIVE USE requirement by using design features - including street-fronting access - to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor.~~

ACTIVE USES ~~ON GROUND FLOOR -~~ Resident-only serving amenities such as lounges, gyms, common rooms, and recreational spaces. This also includes entrances to individual dwelling units that incorporate features such as porches, stoops, landings, or foundation plantings within the adjacent pedestrian zone active area.~~-~~

ADDITION - An expansion, extension, or increase in the usable space within a building or facility.

…

COLOCATION - The practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached wireless communication facility using different and separate antenna, feed lines and radio frequency generating equipment.

COMMERCIAL FRONTAGE – The portion of the ground floor of a building which contains commercial uses fronting specific rights-of-way.

COMMERCIAL TRUCK - A truck defined as such by the rules of the Florida Department of Highway Safety and Motor Vehicles.

COMMERCIAL USES ~~ON GROUND FLOOR -~~ Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices.

Section 3. City of Boynton Beach Land Development Regulations, Chapter 3. Zoning, is hereby amended as follows:

CHAPTER 3. ZONING

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 4. SMU Mixed-Use Suburban District.

A. General.

1. Purpose and Intent. The purpose of the SMU zoning district is to implement the mixed use low (MXL) and development of regional impact (DRI) future land use map (FLUM) classifications of the Comprehensive Plan. In order to guide the redevelopment and envisioned growth of the suburban area, the SMU zoning district requires a diversity of land uses, accommodating a mixture of residential, office, retail, recreational, and other miscellaneous uses. Ideally, the SMU district is intended to supplant the PCD district for new developments and projects to encourage vibrant commercial centers through the inclusion of residential uses and well-planned mixed use projects designed in accordance with smart growth principles and best planning practices. Densities of such developments shall be no greater than twenty (20) dwelling units per acre. This mix of uses may be arranged either vertically or horizontally within low-to-mid-rise developments. The review of SMU applications will emphasize aesthetics and design quality, and physical compatibility with adjacent land uses. The specific objectives of the SMU district are as follows:

a. Support and enhance development and redevelopment efforts in suburban areas outside of the downtown redevelopment area;

b. Create major new mixed use areas in planned locations with appropriate densities, heights, and mixture of uses;

c. Create attractive pedestrian environments through appropriate separation from and design of vehicular circulation areas;

d. Provide public plazas and gathering places that are both well-designed and integrated into the overall design of the development;

e. Allow flexibility in architectural design and building bulk, while maximizing compatibility and harmony with adjoining development;

f. Create higher quality environments for residents, businesses, employees, and visitors; and

g. Encourage innovative design that achieves vertical and horizontal integration of uses.

...

2. Prerequisite Location Standards. The SMU district creates an opportunity to promote sustainability with respect to land use, energy conservation and resource management. Rezoning to the SMU district is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The SMU district shall only be applicable to lands located west of I-95 on assembled parcels along ~~major~~ principal arterials.

...

D. Building and Site Regulations.

1. Building and Site Regulation (Table 3-21).

SUBURBAN MIXED-USE (SMU) DISTRICT	***Types of Uses***			
Building/Site Regulations	***Residential Single-Family (Attached or Detached)***	***Multi-Family***	***Other Uses (includes Mixed-Use)***	
Density (dwelling units per acre)	20	20	N/A	
Project Area, Minimum:	**SMU district - 10 acres**			
Lot Area per unit, Minimum (square feet):	Flexible[12]	Flexible[12]	10,000	
Lot Frontage, Minimum (feet):	Flexible[12]	100	100	
Living Area, Minimum A/C (square feet):	1,200	750	750	
Floor Area Ratio (FAR), Maximum:	N/A	N/A	2.5[6]	
Structure Height, Minimum (feet):	35[7]	35[7]	35[7]	
Structure Height, Maximum (feet):	35	55[4, 8]	55[4, 8]	
Build-to-line (feet):				
Front:	10[1]	10[2, 3, 4]	10[3, 4, 5]	
Building Setbacks, Minimum (feet):				
Side:	15 corner	10 end	10[4]	0[4, 12]
Rear:	Flexible[12]	15[4]	Flexible[4, 12]	
Usable Open Space, Minimum (square feet):	30%[9, 10]	20%[9, 11]	20%[9, 11]	

Minimum Commercial Building Frontage at Build-to Line [13, 14, 15]			
N Congress Avenue, W Boynton Beach Blvd, Gateway Boulevard			70%[16]
Old Boynton Road (Congress Ave to West City Limits), Winchester Park Boulevard			50%

1. Porches may be placed forward of the build-to line and shall maintain a minimum two (2)-foot setback from any public sidewalk. Porches shall be placed outside of clear sight triangle. Minimum setback for a garage facing or accessing the street is twenty (20) feet. Where less than twenty (20) feet, garage access required from side or rear.

...

12. To be determined on a case by case basis, depending on the overall project design.

13. Minimum commercial building frontage must be located at the required build-to line.

14. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

15. Commercial frontage must have a minimum depth of forty (40) feet and a minimum ceiling height of thirteen (13) feet.

16. The remainder of the building frontage along the corresponding right-of-way shall be occupied with Active Uses.

...

Sec. 8. Overlay Zones.

A. Martin Luther King Jr. Boulevard Overlay.

...

3. Use(s).

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy percent (70%) of the ground floor frontage of structures fronting Martin Luther King Jr. Boulevard must consist of Commercial Uses at the build-to line.

The remainder of the ground floor frontage along Martin Luther King Jr. Boulevard not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

~~Commercial Uses on the ground floor shall be required on the street frontage of MLK Jr. Boulevard.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D., with the except of the following prohibited uses:

(1) Dwelling, single-family (detached);
(2) Dwelling, two-family (duplex);
(3) Automobile rental;
(4) Automotive, major repair;
(5) Automotive, minor repair;
(6) Auto/car wash, self-serve bay;
(7) Auto dealer, new;
(8) Auto dealer, used;
(9) Auto/car wash (polishing, waxing, detailing);
(10) Automotive window tinting/stereo installation/alarms;
(11) Drive-through facilities;
(12) Gasoline station;
(13) Group homes Type I, II, III, and IV;
(14) Adult entertainment.

~~b~~c. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile-oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-through facilities.

~~c~~d. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on ground floor.

e~~d~~. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

...

B. Urban Commercial District Overlay.

...

5. Use(s).

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy percent (70%) of the ground floor frontage of structures fronting the portion of Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard, the portion of Ocean Avenue west of SE/NE 6th Street, and/or the portion of Boynton Beach Boulevard west of Federal Highway, must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along the portion of Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard, the portion of Ocean Avenue west of SE/NE 6th Street, or the portion of Boynton Beach Boulevard west of Federal Highway not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

~~5~~6. Building and Site Regulations (Table 3-27). Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

...

C. Cultural District Overlay.

...

4. Uses.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Ocean Avenue must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Ocean Avenue not occupied by Commercial Uses must consist of Active Uses at the build-to-line. ~~Commercial Uses on ground floor shall be required on the street frontage of Ocean Avenue.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

(1) Dwelling, Single-family (detached);
(2) Dwelling, Two-family (duplex);
(3) Auto Broker;
(4) Automobile Rental;
(5) Automotive, Major Repair;
(6) Automotive, Minor Repair;
(7) Auto/Car Wash, Self-serve Bay;
(8) Auto Dealer, New;
(9) Auto Dealer, Used;
(10) Automotive Parts Store;
(11) Auto/Car Wash (Polishing, Waxing, Detailing);
(12) Automotive Window Tinting/Stereo Installation/Alarms;

(13) Drive-thru facilities;
(14) Day & Trade Labor Pool (Temporary Help);
(15) Boat Dealer/Rental;
(16) Cleaning Supply Store (Swimming Pool, Janitorial);
(17) Convenience Store;
(18) Gasoline Station;
(19) Showroom warehouse (single-product line);
(20) Merchandise, Used (Other);
(21) Merchandise, New (Supercenter, Discount, Department, Club);
(22) Home Improvement Center;
(23) Coin-operated Laundry;
(24) Funeral Home;
(25) Pet Care (Boarding and Daycare);
(26) Cemetery;
(27) Church;
(28) Civic & Fraternal Club/Organization;
(29) Group homes Type I, II, III, and IV;
(30) College, Seminary, University;
(31) School, Primary and Secondary;
(32) School, Industrial & Trade;
(33) Shooting Range, Indoor;
(34) Adult entertainment;
(35) Temporary employment agency;
(36) Tutoring or Testing Center;
(37) Private Parking Lots; and
(38) Social service agency.

~~b~~c. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

~~c~~d. Live-work units are permitted, but may not front East Ocean Avenue or Seacrest Boulevard.

~~d~~e. School, Professional & Technical schools are limited to those that teach the culinary and visual arts.

~~e~~f. Additionally, no legally existing use shall be deemed non-conforming as a result of the CDO emulations.

...

D. Boynton Beach Boulevard Overlay (BBBO).

...

4. Uses.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Boynton Beach Boulevard and/or Seacrest Boulevard must consist of Commercial Uses at the build-to-line. The remainder of the ground floor frontage along Boynton Beach Boulevard and/or Seacrest Boulevard not occupied by Commercial Uses must consist of Active Uses at the build-to-line. ~~Commercial Uses on ground floor shall be required on the street frontage of Boynton Beach Boulevard.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D., with the exception of the following prohibited uses:

(1) Accessory Dwelling Unit;
(2) Dwelling, Single-family (detached);
(3) Dwelling, Two-family (duplex);
(4) Auto Broker;
(5) Automobile Rental;
(6) Automotive, Major Repair;
(7) Automotive, Minor Repair;
(8) Auto Dealer, New;
(9) Auto Dealer, Used;
(10) Automotive Parts Store;
(11) Auto/Car Wash, Self-serve Bay;
(12) Auto/Car Wash (Polishing, Waxing, Detailing);
(13) Automotive Window Tinting/Stereo Installation/Alarms;
(14) Drive-thru facilities;
(15) Day and Trade Labor Pool (Temporary Help);
(16) Boat Dealer/Rental;
(17) Cleaning Supply Store (Swimming Pool, Janitorial);
(18) Convenience Store;
(19) Gasoline Station;
(20) Furniture and Home furnishing, unless integrated into a mixed use development;
(21) Showroom warehouse (single-product line);
(22) Merchandise, Used (Other);
(23) Merchandise, New (Supercenter, Discount, Department, Club);
(24) Home Improvement Center;
(25) Coin-operated Laundry;
(26) Funeral Home;
(27) Pet Care (Boarding and Daycare);
(28) Cemetery;
(29) Church;
(30) Civic and Fraternal Club/Organization;

(31) Group homes Type I, II, III, and IV;
(32) College, Seminary, University;
(33) School, Primary and Secondary;
(34) School, Industrial and Trade;
(35) Shooting Range, Indoor;
(36) Adult entertainment;
(37) Temporary employment agency;
(38) Social service agency; and
(39) All industrial uses.

~~b~~c. Any other automobile-oriented use not listed above is prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.

~~c~~d. Live-work units are permitted, but may not front Boynton Beach Boulevard or Seacrest Boulevard.

~~d~~e. Additionally, no legally existing use shall be deemed non-conforming as a result of the BBBO regulations.

…

E. Downtown Transit-Oriented Development District (DTODD) Overlay.

…

4. Use~~(s) Allowed~~.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Federal Highway, the portion of Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard, and/or the portion of Boynton Beach Boulevard west of Federal Highway, must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Federal Highway, the portion of Ocean Avenue between SE/NE 6th Street and/or Seacrest Boulevard, and the portion of Boynton Beach Boulevard west of Federal Highway not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

(2) Fifty percent (50%) of the ground floor frontage of structures fronting SE 4th Street must consist of Commercial Uses at the build-to line.

b. For the DTODD, allowed uses are based on the underlying zoning district. See "Use Matrix," Table 3-28 in Chapter 3, Article IV, Section 3.D.

Section 4. City of Boynton Beach Land Development Regulations, Chapter 4, Article III, Exterior Building and Site Design Standards is hereby amended as follows:

CHAPTER 4. SITE DEVELOPMENT STANDARDS

...

ARTICLE III. EXTERIOR BUILDING AND SITE DESIGN STANDARDS

...

Sec. 6. Design Standards for Development in Urban Areas.

...

D. Standards for Windows. Windows shall be located at pedestrian scale. A minimum of 70% of windows on the front or side facades shall be transparent. The remaining 30% may be opaque, provided that the following conditions are met:

a. Window construction using opaque glass shall appear identical to the transparent windows;

b. Opaque windows shall not be superficially attached to the wall;

c. Opaque windows shall not be perceptibly different in texture, color, or reflectivity than the glass of the transparent windows.

...

Section 5. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 6. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 7. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 8. Authority is hereby given to codify this Ordinance.

Section 9. This Ordinance shall become effective immediately.

FIRST READING this 18th day of October, 2022.

SECOND, FINAL READING AND PASSAGE this ____ day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 22-014

STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Amanda Radigan, AICP, LEED AP ABR Planning and Zoning Director
FROM:	Andrew Meyer, Senior Planner Luis Bencosme, Senior Planner
DATE:	September 27, 2022
REQUEST:	Approve modifications (CDRV 22-005) amending the LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Use Definitions, Chapter 3. Zoning, and Chapter 4, Article III. Exterior Building and Site Standards (CDRV 22-005), to include requirements for commercial frontage.

OVERVIEW

The proposed amendments encompass requirements for minimum percentages of commercial frontage along specific rights-of-way. These amendments will contribute to the establishment of viable storefronts and commercial spaces appropriate to the scale and fabric of the built environment along key corridors within the city.

EXPLANATION & PROPOSED AMENDMENTS

The current building and site regulations applicable to the mixed-use zoning districts and overlays require pedestrian-friendly design, storefronts along the sidewalk, and a mixture of active and commercial uses along key corridors, including Boynton Beach Boulevard, Ocean Avenue, Martin Luther King Jr. Boulevard and Federal Highway. In order to promote the construction of mixed-use developments that activate the street, the code generally requires these developments to provide for active and commercial uses on the ground floor of buildings that front an arterial roadway. The code also requires that the buildings occupy the entire length of the street frontage.

Currently, the code does not provide a specific percentage of required commercial frontage and minimum design standards. Additionally, the code allows applicants to satisfy the existing Active/Commercial Use requirement by establishing residential service-type uses such as lounges, gyms, common rooms, and recreational spaces.

The lack of clear commercial frontage standards limits staff's ability to require an adequate amount of viable commercial spaces along key corridors. It also creates the possibility of commercial spaces that lack sufficient depth and/or width, resulting in vacant storefronts. Additionally, while active uses are allowed to meet the existing Active/Commercial Use requirement and are preferred in limited circumstances, they are not appropriate in more intense corridors as they may not generate the same level of pedestrian activity that would be generated by commercial uses and do not provide the services needed to support the surrounding neighborhood.

Staff's proposed amendments include requiring certain percentages of commercial frontage along key arterial rights-of-way. The following table provides a summary of the amendments being proposed:

Overlay Zone/Mixed-Use District	**50% Commercial Frontage Required**	**70% Commercial Frontage Required, Remaining for Active Frontage**
Martin Luther King Jr. Boulevard Overlay	N/A	Martin Luther King Jr. Boulevard
Urban Commercial District Overlay	N/A	Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard; Ocean Avenue west of SE/NE 6th Street; Boynton Beach Boulevard west of Federal Highway
Cultural District Overlay	N/A	E Ocean Avenue east of N Seacrest Boulevard
Boynton Beach Boulevard Overlay	N/A	W Boynton Beach Boulevard and N Seacrest Boulevard
Downtown Transit-Oriented Development District Overlay	SE 4th Street	Federal Highway; Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard; and Boynton Beach Boulevard, west of Federal Highway
Suburban Mixed-Use Zoning	Old Boynton Road and Winchester Park Boulevard	Congress Avenue, Boynton Beach Boulevard and Gateway Boulevard

**The table has been visualized in a map format in Exhibit A.*

In order to ensure quality commercial space is provided, the proposed amendments require commercial spaces to meet specific design standards, including a minimum depth of forty (40) feet and a minimum ceiling height of thirteen (13) feet. The proposed design standards are consistent with industry standards and are similar to adopted regulations of several neighboring municipalities, including West Palm Beach and Delray Beach. Specific exemptions to commercial frontage are also being proposed, including provisions for vehicular access, public usable open space, and site visibility triangles. In addition, definitions defining active and commercial uses on the ground floor are being refined to assist in accurate interpretation of the code.

CONCLUSION/RECOMMENDATION

Staff recommends Approval of the subject amendments to the Land Development Regulations to support the establishment of quantifiable commercial frontage requirements and design standards.

Attachments

PART III. LAND DEVELOPMENT REGULATIONS

CHAPTER 1. GENERAL ADMINISTRATION

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ARTICLE II. DEFINITIONS

…

ACCESSORY USE - See "Use, Accessory."

ACRE - Land or water consisting of forty-three thousand, five hundred sixty (43,560) square feet.

~~- ACTIVE/COMMERCIAL USES ON GROUND FLOOR~~

~~1. Mixed use projects within urban mixed use zoning districts will meet ground floor ACTIVE/COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and live-work. Resident-only service amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses.~~

~~2. Residential-only projects within urban mixed use zoning districts will meet ACTIVE USE requirement by using design features - including street-fronting access - to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor.~~

ACTIVE USES ~~ON GROUND FLOOR -~~ Resident-only serving amenities such as lounges, gyms, common rooms, and recreational spaces. This also includes entrances to individual dwelling units that incorporate features such as porches, stoops, landings, or foundation plantings within the adjacent pedestrian zone active area.~~.~~

ADDITION - An expansion, extension, or increase in the usable space within a building or facility.

…

COLOCATION - The practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached wireless communication facility using different and separate antenna, feed lines and radio frequency generating equipment.

COMMERCIAL FRONTAGE – The portion of the ground floor of a building which contains commercial uses fronting specific rights-of-way.

COMMERCIAL TRUCK - A truck defined as such by the rules of the Florida Department of Highway Safety and Motor Vehicles.

COMMERCIAL USES ~~ON GROUND FLOOR -~~ Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices.

…

CHAPTER 3. ZONING

…

ARTICALE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 4. SMU Mixed-Use Suburban District.

A. General.

1. Purpose and Intent. The purpose of the SMU zoning district is to implement the mixed use low (MXL) and development of regional impact (DRI) future land use map (FLUM) classifications of the Comprehensive Plan. In order to guide the redevelopment and envisioned growth of the suburban area, the SMU zoning district requires a diversity of land uses, accommodating a mixture of residential, office, retail, recreational, and other miscellaneous uses. Ideally, the SMU district is intended to supplant the PCD district for new developments and projects to encourage vibrant commercial centers through the inclusion of residential uses and well-planned mixed use projects designed in accordance with smart growth principles and best planning practices. Densities of such developments shall be no greater than twenty (20) dwelling units per acre. This mix of uses may be arranged either vertically or horizontally within low-to-mid-rise developments. The review of SMU applications will emphasize aesthetics and design quality, and physical compatibility with adjacent land uses. The specific objectives of the SMU district are as follows:

a. Support and enhance development and redevelopment efforts in suburban areas outside of the downtown redevelopment area;

b. Create major new mixed use areas in planned locations with appropriate densities, heights, and mixture of uses;

c. Create attractive pedestrian environments through appropriate separation from and design of vehicular circulation areas;

d. Provide public plazas and gathering places that are both well-designed and integrated into the overall design of the development;

e. Allow flexibility in architectural design and building bulk, while maximizing compatibility and harmony with adjoining development;

f. Create higher quality environments for residents, businesses, employees, and visitors; and

g. Encourage innovative design that achieves vertical and horizontal integration of uses.

…

2. Prerequisite Location Standards. The SMU district creates an opportunity to promote sustainability with respect to land use, energy conservation and resource management. Rezoning to the SMU district is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The SMU district shall only be applicable to lands located west of I-95 on assembled parcels along ~~major~~ principal arterials.

…

D. Building and Site Regulations.

1. Building and Site Regulation (Table 3-21).

SUBURBAN MIXED-USE (SMU) DISTRICT	***Types of Uses***		
Building/Site Regulations	***Residential Single-Family (Attached or Detached)***	***Multi-Family***	***Other Uses (includes Mixed-Use)***
Density (dwelling units per acre)	20	20	N/A
Project Area, Minimum:	**SMU district - 10 acres**		
Lot Area per unit, Minimum (square feet):	Flexible[12]	Flexible[12]	10,000
Lot Frontage, Minimum (feet):	Flexible[12]	100	100
Living Area, Minimum A/C (square feet):	1,200	750	750
Floor Area Ratio (FAR), Maximum:	N/A	N/A	2.5[6]
Structure Height, Minimum (feet):	35[7]	35[7]	35[7]
Structure Height, Maximum (feet):	35	55[4, 8]	55[4, 8]

Build-to-line (feet):				
Front:	10[1]	10[2, 3, 4]	10[3, 4, 5]	
Building Setbacks, Minimum (feet):				
Side:	15 corner	10 end	10[4]	0[4, 12]
Rear:	Flexible[12]	15[4]	Flexible[4, 12]	
Usable Open Space, Minimum (square feet):	30%[9, 10]	20%[9, 11]	20%[9, 11]	
Minimum Commercial Building Frontage at Build-to Line [13, 14, 15]				
N Congress Avenue, W Boynton Beach Blvd, Gateway Boulevard			70%[16]	
Old Boynton Road (Congress Ave to West City Limits), Winchester Park Boulevard			50%	

1. Porches may be placed forward of the build-to line and shall maintain a minimum two (2)-foot setback from any public sidewalk. Porches shall be placed outside of clear sight triangle. Minimum setback for a garage facing or accessing the street is twenty (20) feet. Where less than twenty (20) feet, garage access required from side or rear.

…

12. To be determined on a case by case basis, depending on the overall project design.

13. Minimum commercial building frontage must be located at the required build-to line.

14. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

15. Commercial frontage must have a minimum depth of forty (40) feet and a minimum ceiling height of thirteen (13) feet.

16. The remainder of the building frontage along the corresponding right-of-way shall be occupied with Active Uses.

…

Sec. 8. Overlay Zones.

A. Martin Luther King Jr. Boulevard Overlay.

…

3. Use(s).

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy percent (70%) of the ground floor frontage of structures fronting Martin Luther King Jr. Boulevard must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Martin Luther King Jr. Boulevard not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

~~Commercial Uses on the ground floor shall be required on the street frontage of MLK Jr. Boulevard.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D., with the except of the following prohibited uses:

(1) Dwelling, single-family (detached);
(2) Dwelling, two-family (duplex);
(3) Automobile rental;
(4) Automotive, major repair;
(5) Automotive, minor repair;
(6) Auto/car wash, self-serve bay;
(7) Auto dealer, new;
(8) Auto dealer, used;
(9) Auto/car wash (polishing, waxing, detailing);
(10) Automotive window tinting/stereo installation/alarms;
(11) Drive-through facilities;
(12) Gasoline station;
(13) Group homes Type I, II, III, and IV;
(14) Adult entertainment.

~~b~~c. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile-oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-through facilities.

~~c~~d. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on ground floor.

e~~d~~. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

…

B. Urban Commercial District Overlay.

…

5. Use(s).

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy percent (70%) of the ground floor frontage of structures fronting the portion of Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard, the portion of Ocean Avenue west of SE/NE 6th Street, and/or the portion of Boynton Beach Boulevard west of Federal Highway, must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along the portion of Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard, the portion of Ocean Avenue west of SE/NE 6th Street, or the portion of Boynton Beach Boulevard west of Federal Highway not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

~~5~~6. Building and Site Regulations (Table 3-27). Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

…

C. Cultural District Overlay.

…

4. Uses.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Ocean Avenue must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Ocean Avenue not occupied by Commercial Uses must consist of Active Uses at the build-to-line. ~~Commercial Uses on ground floor shall be required on the street frontage of Ocean Avenue.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

(1) Dwelling, Single-family (detached);
(2) Dwelling, Two-family (duplex);
(3) Auto Broker;
(4) Automobile Rental;
(5) Automotive, Major Repair;
(6) Automotive, Minor Repair;
(7) Auto/Car Wash, Self-serve Bay;

(8) Auto Dealer, New;
(9) Auto Dealer, Used;
(10) Automotive Parts Store;
(11) Auto/Car Wash (Polishing, Waxing, Detailing);
(12) Automotive Window Tinting/Stereo Installation/Alarms;
(13) Drive-thru facilities;
(14) Day & Trade Labor Pool (Temporary Help);
(15) Boat Dealer/Rental;
(16) Cleaning Supply Store (Swimming Pool, Janitorial);
(17) Convenience Store;
(18) Gasoline Station;
(19) Showroom warehouse (single-product line);
(20) Merchandise, Used (Other);
(21) Merchandise, New (Supercenter, Discount, Department, Club);
(22) Home Improvement Center;
(23) Coin-operated Laundry;
(24) Funeral Home;
(25) Pet Care (Boarding and Daycare);
(26) Cemetery;
(27) Church;
(28) Civic & Fraternal Club/Organization;
(29) Group homes Type I, II, III, and IV;
(30) College, Seminary, University;
(31) School, Primary and Secondary;
(32) School, Industrial & Trade;
(33) Shooting Range, Indoor;
(34) Adult entertainment;
(35) Temporary employment agency;
(36) Tutoring or Testing Center;
(37) Private Parking Lots; and
(38) Social service agency.

~~b~~c. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

~~c~~d. Live-work units are permitted, but may not front East Ocean Avenue or Seacrest Boulevard.

~~d~~e. School, Professional & Technical schools are limited to those that teach the culinary and visual arts.

~~e~~f. Additionally, no legally existing use shall be deemed non-conforming as a result of the CDO emulations.

…

D. Boynton Beach Boulevard Overlay (BBBO).

…

4. Uses.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Boynton Beach Boulevard and/or Seacrest Boulevard must consist of Commercial Uses at the build-to-line. The remainder of the ground floor frontage along Boynton Beach Boulevard and/or Seacrest Boulevard not occupied by Commercial Uses must consist of Active Uses at the build-to-line. ~~Commercial Uses on ground floor shall be required on the street frontage of Boynton Beach Boulevard.~~

~~a~~b. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D., with the exception of the following prohibited uses:

(1) Accessory Dwelling Unit;
(2) Dwelling, Single-family (detached);
(3) Dwelling, Two-family (duplex);
(4) Auto Broker;
(5) Automobile Rental;
(6) Automotive, Major Repair;
(7) Automotive, Minor Repair;
(8) Auto Dealer, New;
(9) Auto Dealer, Used;
(10) Automotive Parts Store;
(11) Auto/Car Wash, Self-serve Bay;
(12) Auto/Car Wash (Polishing, Waxing, Detailing);
(13) Automotive Window Tinting/Stereo Installation/Alarms;
(14) Drive-thru facilities;
(15) Day and Trade Labor Pool (Temporary Help);
(16) Boat Dealer/Rental;
(17) Cleaning Supply Store (Swimming Pool, Janitorial);
(18) Convenience Store;
(19) Gasoline Station;
(20) Furniture and Home furnishing, unless integrated into a mixed use development;
(21) Showroom warehouse (single-product line);
(22) Merchandise, Used (Other);
(23) Merchandise, New (Supercenter, Discount, Department, Club);
(24) Home Improvement Center;
(25) Coin-operated Laundry;

(26) Funeral Home;
(27) Pet Care (Boarding and Daycare);
(28) Cemetery;
(29) Church;
(30) Civic and Fraternal Club/Organization;
(31) Group homes Type I, II, III, and IV;
(32) College, Seminary, University;
(33) School, Primary and Secondary;
(34) School, Industrial and Trade;
(35) Shooting Range, Indoor;
(36) Adult entertainment;
(37) Temporary employment agency;
(38) Social service agency; and
(39) All industrial uses.

~~b~~c. Any other automobile-oriented use not listed above is prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.

~~c~~d. Live-work units are permitted, but may not front Boynton Beach Boulevard or Seacrest Boulevard.

~~d~~e. Additionally, no legally existing use shall be deemed non-conforming as a result of the BBBO regulations.

…

E. Downtown Transit-Oriented Development District (DTODD) Overlay.

…

4. Use~~(s) Allowed~~.

a. Commercial Frontage Requirements. The required commercial spaces fronting the following rights-of-way shall be a minimum of forty (40) feet in depth and a minimum of thirteen (13) feet in ceiling height. Exemptions to required frontage include provisions for access, public usable open space, and site visibility triangles.

(1) Seventy (70%) of the ground floor frontage of structures fronting Federal Highway, the portion of Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard, and/or the portion of Boynton Beach Boulevard west of Federal Highway, must consist of Commercial Uses at the build-to line. The remainder of the ground floor frontage along Federal Highway, the portion of Ocean Avenue between SE/NE 6th Street and/or Seacrest Boulevard, and the portion of Boynton Beach Boulevard west of Federal Highway not occupied by Commercial Uses must consist of Active Uses at the build-to-line.

(2) Fifty percent (50%) of the ground floor frontage of structures fronting SE 4th Street must consist of Commercial Uses at the build-to line.

b. For the DTODD, allowed uses are based on the underlying zoning district. See "Use Matrix," Table 3-28 in Chapter 3, Article IV, Section 3.D.

…

CHAPTER 4. SITE DEVELOPMENT STANDARDS

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ARTICLE III. EXTERIOR BUILDING AND SITE DESIGN STANDARDS

…

Sec. 6. Design Standards for Development in Urban Areas.

…

D. Standards for Windows. Windows shall be located at pedestrian scale. A minimum of 70% of windows on the front or side facades shall be transparent. The remaining 30% may be opaque, provided that the following conditions are met:

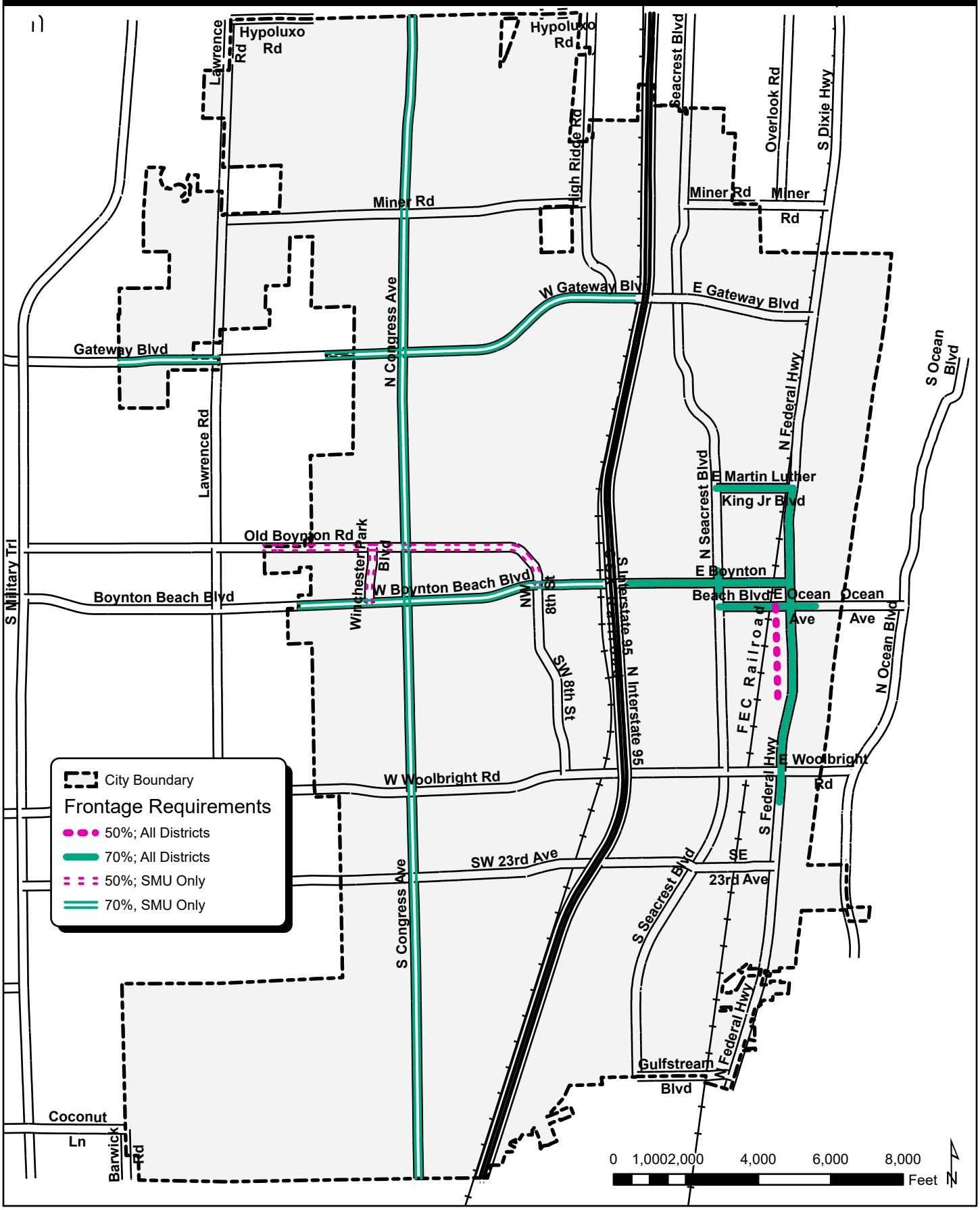
a. Window construction using opaque glass shall appear identical to the transparent windows;

b. Opaque windows shall not be superficially attached to the wall;

c. Opaque windows shall not be perceptibly different in texture, color, or reflectivity than the glass of the transparent windows.

…

Exhibit A: Rights-Of-Way with Frontage Requirements
CDRV 22-005



Commercial Frontage Minimums

CDRV 22-005

City Commission Meetings
October 18, 2022 | November 1, 2022

Overview and Current Conditions

- Mixed-use zoning districts and overlays require a mixture of active/commercial uses along key corridors.
- Code requires active/commercial uses on the ground floor of buildings that front an arterial roadway.
- Currently, the code does not provide a specific percentage of required commercial frontage and minimum design standards.
- Code allows applicants to satisfy the existing Active/Commercial Use requirement by establishing residential service-type uses such as lounges, gyms, common rooms, and recreational spaces.
- The lack of clear commercial frontage standards limits staff's ability to require an adequate percentage of viable commercial spaces along key corridors. It also creates the possibility of commercial spaces that lack sufficient depth and/or width, resulting in vacant storefronts.

Proposed Amendments

COMMERCIAL USES

"Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices."

ACTIVE USES

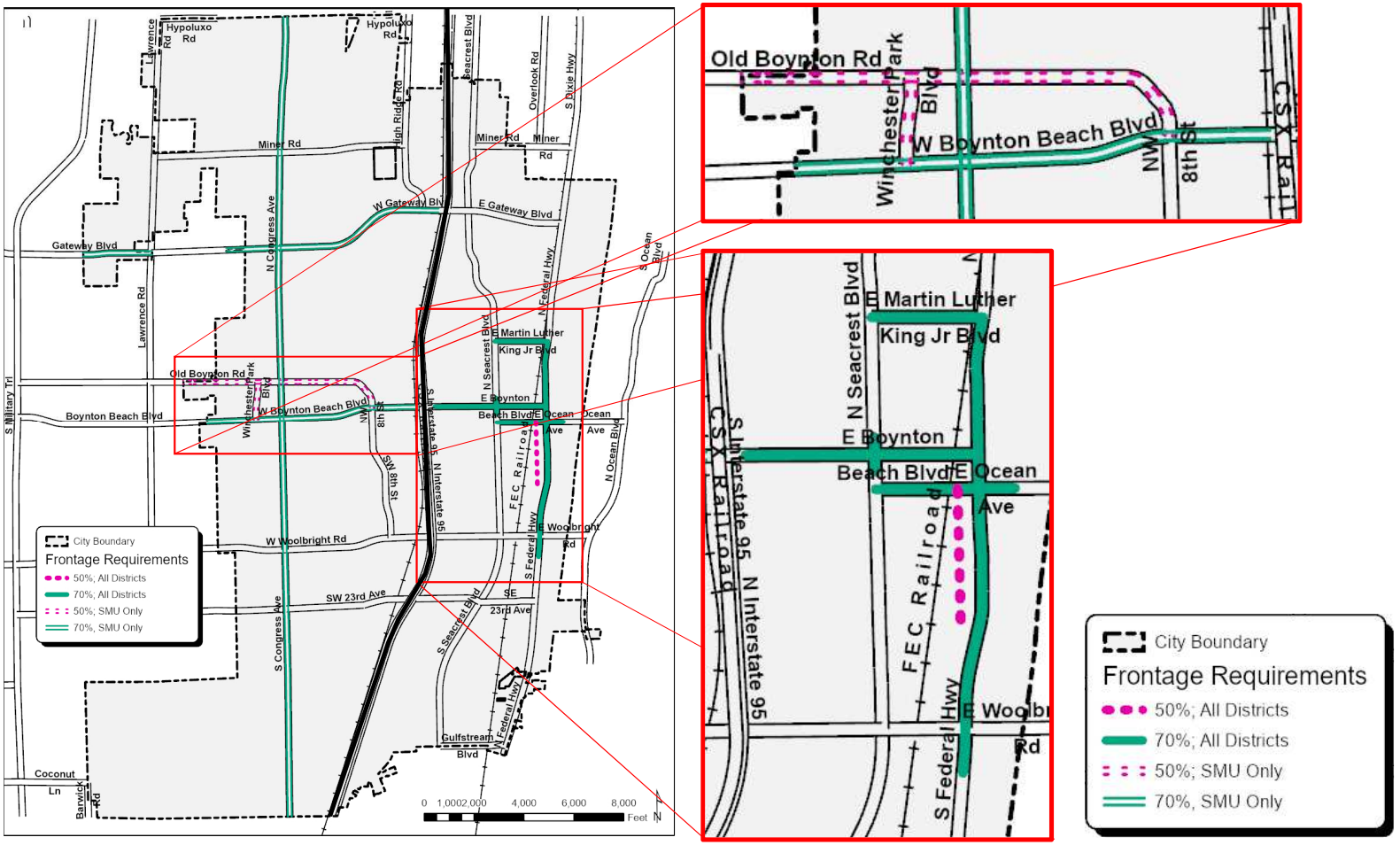
"Resident-only serving amenities such as lounges, gyms, common rooms, and recreational spaces. This also includes entrances to individual dwelling units that incorporate features such as porches, stoops, landings, or foundation plantings within the adjacent pedestrian zone active area."

Proposed Amendments

- Staff's proposed amendments include requiring certain percentages of commercial frontage along key arterial rights-of-way. The following table provides a summary of the amendments being proposed:

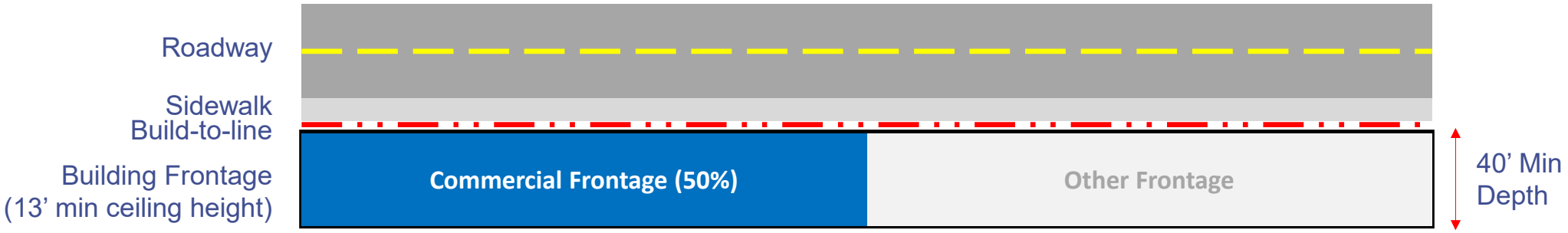
Overlay Zone/Mixed-Use District	50% Commercial Frontage Required	70% Commercial Frontage Required, Remaining for Active Frontage
Martin Luther King Jr. Boulevard Overlay	N/A	Martin Luther King Jr. Boulevard
Urban Commercial District Overlay	N/A	Federal Highway between SE 18th Avenue and Martin Luther King Jr. Boulevard; Ocean Avenue west of SE/NE 6th Street; Boynton Beach Boulevard west of Federal Highway
Cultural District Overlay	N/A	E Ocean Avenue east of N Seacrest Boulevard
Boynton Beach Boulevard Overlay	N/A	W Boynton Beach Boulevard and N Seacrest Boulevard
Downtown Transit-Oriented Development District Overlay	SE 4th Street	Federal Highway; Ocean Avenue between SE/NE 6th Street and Seacrest Boulevard; and Boynton Beach Boulevard, west of Federal Highway
Suburban Mixed-Use Zoning	Old Boynton Road and Winchester Park Boulevard	Congress Avenue, Boynton Beach Boulevard and Gateway Boulevard

Proposed Amendments

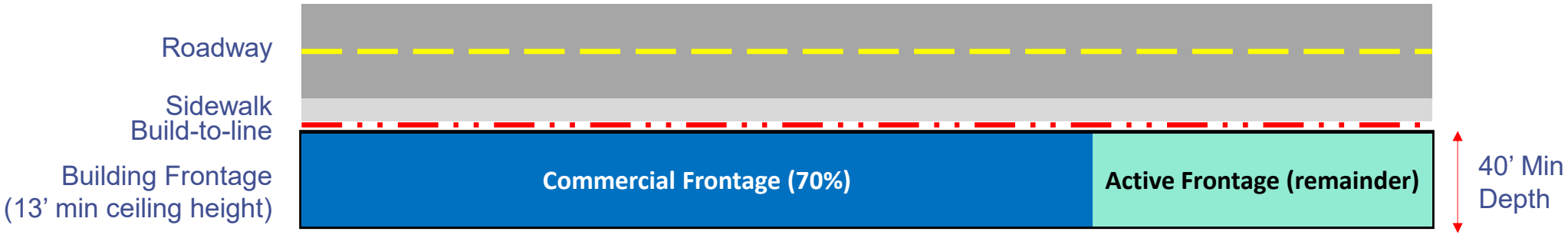


Proposed Amendments

50% Commercial Frontage Requirement Diagram



70% Commercial Frontage Requirement + Remainder Active Frontage Diagram



CITY OF BOYNTON BEACH

Questions?

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Ordinance No. 22-022 - Second Reading - Approve modifications (CDRV 22-006) to Part III. LAND DEVELOPMENT REGULATIONS amending Chapter 2 Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning Interpretations and; Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned telecommunication towers used for essential services and; Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments; Article IV. Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways; Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses. First reading took place on October 18, 2022.

Explanation of Request:

Staff is proposing a series of various modifications to the City's Land Development Regulations. The amendments largely focus on clarifying the intent of the existing regulations. The changes are as follows:

· Allow for the expiration of abandoned applications;
· Create a process to request Land Development Regulation (Zoning) Interpretations;
· Allow for an exemption to the Land Development Regulations for emergency facilities and essential services;
· Adjust regulations for industrial uses permitted on Congress Avenue, and;
· Adjust Sustainable Parking Reductions to include a reduction for industrial uses.

How will this affect city programs or services?

Fiscal Impact:

Alternatives: None recommended.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving minor amendments to the Land Development Regulations
🗋	Staff Report	Staff Report
🗋	Attachment	Exhibit A - Text Amendments
🗋	Attachment	Staff Presentation

ORDINANCE NO. 22-022

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 2 LAND DEVELOPMENT PROCESS, ARTICLE II PLANNING AND ZONING DIVISION SERVICES, SECTION 1.F TO ALLOW FOR AN EXPIRATION OF ABANDONED APPLICATIONS AND SECTION 7.G TO ESTABLISH A PROCESS FOR ZONING INTERPRETATIONS AND; CHAPTER 3. ZONING, ARTICLE II GENERAL PROVISIONS SECTION 11 TO CREATE AN EXEMPTION FOR CITY-OWNED TELECOMMUNICATION TOWERS USED FOR ESSENTIAL SERVICES AND; ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES, SECTION 2.B REVISING THE PARAMETERS FOR PERMITTED ADMINISTRATIVE ADJUSTMENTS; ARTICLE IV. USE REGULATIONS, SECTION D, FOOTNOTE 23 TO REVISE THE REGULATIONS FOR INDUSTRIAL USES ON ARTERIAL AND COLLECTOR ROADWAYS; CHAPTER 4. SITE DEVELOPMENT STANDARDS, ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS, SECTION 3.G TO INCLUDE A SUSTAINABLE PARKING RATIO FOR SELECT INDUSTRIAL USES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Staff is proposing a series of various modifications to the City's Land Development Regulations. The amendments largely focus on clarifying the intent of the existing regulations; and

WHEREAS, the City Commission of the City of Boynton Beach has considered the recommendations and has determined that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the amendments to the Land Development Regulations as contained herein.

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

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 2, Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning

Interpretations are hereby amended as follows:

CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 1. General.

…

E. Completeness. If the application is not complete, it shall not be subject to further review until all identified deficiencies have been remedied. The Director of Planning and Zoning or designee may rule that certain items are not required for the review to commence. A determination of completeness shall not constitute a determination of compliance with the substantive requirements of the Comprehensive Plan, the Land Development Regulations, or any other applicable codes.

F. Abandonment. Applications which have no activity for a time greater than six months will be considered abandoned and the application will be closed.

G ~~F~~. Fees. Fees shall be paid at the time each type of land development application is submitted, according to the fee schedule approved by the City Commission.

…

Sec. 7. Other Applications.

…

G. Zoning Verification.

1. General. The purpose and intent of this subsection is to set forth a uniform procedure for the processing of formal requests from the public for written information from the city on zoning and land development regulations (i.e. zoning verification) or other data associated with real property or the applicable process for development or redevelopment thereof.

2. Submittal Requirements. The request shall be represented by a letter describing the desired information and must include any applicable details on the subject property, such as a legal description, site address, property owner, and the like.

3. Issuance of Zoning Verification Letter. Staff shall review each request and provide a written response.

H. Interpretation by Planning & Zoning Director.

1. General. The purpose and intent of this subsection is to set forth a uniform procedure for the processing of formal requests for Land Development Regulation interpretations.

2. Submittal Requirements. The request shall be represented by a letter describing the desired information, the code section for which interpretation is requested, and must include any applicable details.

3. Issuance of Interpretation by Planning & Zoning Director. Staff shall review each request and provide a written response.

Section 3. City of Boynton Beach Land Development Regulations, Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned telecommunication towers used for essential services is hereby amended as follows:

CHAPTER 3. ZONING

…

ARTICLE II. GENERAL PROVISIONS

…

Sec. 11. Municipal Operations and Emergency Facilities, Essential Services and Support Infrastructure.

Municipal projects, including emergency facilities, essential services, and related infrastructure, shall be exempt from certain development and site standards, which are limited to minimum lot area, minimum lot frontage, maximum lot coverage, maximum floor-area-ratio (FAR) and building setbacks. City-owned telecommunication towers used for essential services are exempt from the maximum height regulations, but may only be constructed to a height required to achieve the necessary services. The purpose of this exemption is to provide for the necessary flexibility in siting, replacing and maintaining essential public services and infrastructure, and to ensure an expeditious process when necessary. Exempt projects shall be reviewed through the site plan review process for compliance with all other development standards, including the intent of the Land Development Regulations. The review of all municipal projects should ensure that such improvements farther the city's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning. Eligibility also 1 requires the subject project to be the principal use, and on city-owned property. Municipal facilities, essential services and infrastructure are defined within the Land Development Regulations, Chapter 1, Article II, Definitions.

Section 4. City of Boynton Beach Land Development Regulations, Chapter 3. Zoning, Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments is hereby amended as follows:

CHAPTER 3. ZONING

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 2. Residential Districts.

…

B. R-1-AA Single-family Residential District.

…

4. Administrative Adjustments.

a. For lots platted prior to August 19, 2008, the following administrative adjustments to the minimum yard setbacks for first floor addition to existing residential structures may be allowed:

Front and side yard: 20% reduction*

~~* Side yard reduction shall only be eligible for lots platted on or after June 13, 1975 and prior to August 19, 2008.~~

Rear yard: 25% reduction

These setback reduction provisions shall not supersede any setbacks that are recorded on a plat.

b. An administrative adjustment may be granted if any first floor addition follows the building line of a legally nonconforming single-family structure, or a building line previously approved by a variance.

c. See Chapter 2, Article II, Section 4.A. for the administrative adjustment process.

5. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.

Section 5. City of Boynton Beach Land Development Regulations, Chapter 3. Zoning, Article IV, Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways is hereby amended as follows:

CHAPTER 3. ZONING

…

ARTICLE IV. USE REGULATIONS

…

Sec. 3. Use Regulations.

…

D. Use Matrix (Table 3-28).

…

22. General Note. This non-industrial use is allowed within the M-1 district, provided that it 1) is located within a multiple-tenant development on a lot that fronts on an arterial roadway; 2) does not exceed five thousand (5,000) square feet; 3) excludes a drive-up, drive-through, or drive-in facility; and 4) complies with all off-street parking requirements of Chapter 4, Article V. In addition, the sale of used merchandise is only allowed as accessory to the sale of new merchandise.

23. General Note. This use is only allowed on an arterial or collector roadway within the M-1 district provided that the building containing the use does not have frontage on or is in view of Congress Avenue or if the use contains an~~that it has~~ accessory commercial component to the operation which ~~. This establishment will be required to~~ meets the following criteria:

a. Location. The accessory commercial component shall be located within a building situated on a lot that fronts on an arterial or collector roadway; and

b. Interior. An indoor showroom of at least two hundred fifty (250) square feet for retail sales shall be required for establishments twenty-five thousand (25,000) square feet or less. An indoor showroom area of at least one percent (1%) of the gross floor area shall be required for establishments greater than twenty-five thousand (25,000) square feet.

24. General Note. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Commercial (C) land use option.

Section 6. City of Boynton Beach Land Development Regulations, Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses is hereby amended as follows:

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS

…

Sec. 3. Special Reductions in Required Off-Street Parking

…

G. *Parking Reductions for Sustainability*. To promote or recognize sustainable design or operation, including increased pervious area, reduced parking fields, promotion of mass transit and uses of renewable energy sources, lower parking requirements will be granted to eligible developments as follows:

Use	***Minimum Number of Required Parking Spaces*** [1]
Building area is based on gross floor area unless specifically expressed otherwise.	

Efficiency or one (1)-bedroom apartment	1.33
Two (2) or more bedroom apartment	1.66
Shopping center	1 per 250
Office - Retail complex	1 per 250
Grocery store	1 per 250
Industrial Uses: ~~(Reserved)~~ - Packing & shipping, trucking, and moving - Warehouse, Wholesale, Distribution (Single-tenant building) - Warehouse, Internet sales	1 per 1000~~(Reserved)~~

[1] Only represents the base minimum parking rations. Other requirements may also apply including parking for guests and recreation area as describe in other sections of the Land Development Regulations.

…

Section 7. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 8. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 9. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 10. Authority is hereby given to codify this Ordinance.

Section 11. This Ordinance shall become effective immediately.

FIRST READING this 18th day of October, 2022.

SECOND, FINAL READING AND PASSAGE this ____ day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Michael D. Cirullo, Jr.
City Attorney

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 22-015

STAFF REPORT

TO: Chair and Members
Planning & Development Board

FROM: Amanda B. Radigan *ABR*
Planning & Zoning Director

DATE: September 21, 2022

RE: Approve modifications (CDRV 22-006) to Part III. LAND DEVELOPMENT REGULATIONS amending Chapter 2 Land Development Process, Article II Planning and Zoning Division Services, Section 1.F to allow for an expiration of abandoned applications and Section 7.G to establish a process for Zoning Interpretations and; Chapter 3. Zoning, Article II General Provisions Section 11 to create an exemption for City-owned telecommunication towers used for essential services and; Article III. Zoning Districts and Overlay Zones, Section 2.B revising the parameters for permitted Administrative Adjustments; Article IV. Use Regulations, Section D, Footnote 23 to revise the regulations for industrial uses on arterial and collector roadways; Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements, Section 3.G to include a sustainable parking ratio for select industrial uses.

PROPOSED CHANGES

- Allow for the expiration of abandoned applications

  Currently, the City's Land Development Regulations lack standards that allow Staff to formally close an application that has become dormant. The proposed amendment allows staff to close applications after six (6) months of inactivity. This amendment prevents applicants from submitting 'new' projects under abandoned applications and helps the City streamline processes in accordance with best practices for recoding keeping.

- Create a process to request Land Development Regulation (Zoning) Interpretations

  The Land Development Regulations currently contain a process for applicants to request a Zoning Verification Letter, however; no process is codified allowing for the Planning & Zoning Director to create a series of Code Interpretations. The proposed process is a valuable internal tool as it permits Staff to draft formal interpretations when code provisions conflict or lack clarity, or permits an applicant to request an interpretation for assurance in the applicability of certain code sections. This process also creates an alternative to requiring repetitive amendments to the Land Development Regulations.

- Allow for an exemption to the Land Development Regulations for emergency facilities and essential services

  The current Land Development Regulations affords exemptions and flexibility to public entities when developing infrastructure such as emergency facilities and essential services. The proposed

amendment adds City-owned, essential-service telecommunication towers to the current exemptions.

- Adjust regulations for industrial uses permitted on Congress Ave

  The proposed text amendment clarifies the current intent of requiring commercial uses on industrial properties on Congress Avenue. Industrial properties with building frontage on Congress Avenue will continue to be required to have commercial uses fronting the road. However, in certain occasions where buildings are not fronting or visible from Congress Avenue, commercial uses will not be required.

- Adjust Sustainable Parking Reductions to include a reduction for industrial uses

  The Sustainable Parking Regulations currently cannot be utilized by industrial developments. New industrial development typically contains vast amounts of impervious area and minimal pervious area. Additionally, industrial uses are modernizing with the use of technology and are reducing their needs for surplus parking areas. This proposal allows for industrial properties to take advantage of a reduced parking rate if the development complies with the sustainable criteria outlined in the Code.

CONCLUSION/RECOMMENDATION

Staff recommends APPROVAL of the subject amendments to the Land Development Regulations.

PART III LAND DEVELOPMENT REGULATIONS

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CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 1. General.

…

E. Completeness. If the application is not complete, it shall not be subject to further review until all identified deficiencies have been remedied. The Director of Planning and Zoning or designee may rule that certain items are not required for the review to commence. A determination of completeness shall not constitute a determination of compliance with the substantive requirements of the Comprehensive Plan, the Land Development Regulations, or any other applicable codes.

F. Abandonment. Applications which have no activity for a time greater than six months will be considered abandoned and the application will be closed.

G ~~F~~. Fees. Fees shall be paid at the time each type of land development application is submitted, according to the fee schedule approved by the City Commission.

…

Sec. 7. Other Applications.

…

G. Zoning Verification.

1. General. The purpose and intent of this subsection is to set forth a uniform procedure for the processing of formal requests from the public for written information from the city on zoning and land development regulations (i.e. zoning verification) or other data associated with real property or the applicable process for development or redevelopment thereof.

2. Submittal Requirements. The request shall be represented by a letter describing the desired information and must include any applicable details on the subject property, such as a legal description, site address, property owner, and the like.

3. Issuance of Zoning Verification Letter. Staff shall review each request and provide a written response.

H. Interpretation by Planning & Zoning Director.

1. General. The purpose and intent of this subsection is to set forth a uniform procedure for the processing of formal requests for Land Development Regulation interpretations.

2. Submittal Requirements. The request shall be represented by a letter describing the desired information, the code section for which interpretation is requested, and must include any applicable details.

3. Issuance of Interpretation by Planning & Zoning Director. Staff shall review each request and provide a written response.

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 3. ZONING

…

ARTICLE II. GENERAL PROVISIONS

…

Sec. 11. Municipal Operations and Emergency Facilities, Essential Services and Support Infrastructure.

Municipal projects, including emergency facilities, essential services, and related infrastructure, shall be exempt from certain development and site standards, which are limited to minimum lot area, minimum lot frontage, maximum lot coverage, maximum floor-area-ratio (FAR) and building setbacks. City-owned telecommunication towers used for essential services are exempt from the maximum height regulations, but may only be constructed to a height required to achieve the necessary services. The purpose of this exemption is to provide for the necessary flexibility in siting, replacing and maintaining essential public services and infrastructure, and to ensure an expeditious process when necessary. Exempt projects shall be reviewed through the site plan review process for compliance with all other development standards, including the intent of the Land Development Regulations. The review of all municipal projects should ensure that such improvements farther the city's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning. Eligibility also 1 requires the subject project to be the principal use, and on city-owned property. Municipal facilities, essential services and infrastructure are defined within the Land Development Regulations, Chapter 1, Article II, Definitions.

PART III LAND DEVELOPMENT REGULATIONS

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CHAPTER 3. ZONING

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 2. Residential Districts.

…

B. R-1-AA Single-family Residential District.

…

4. Administrative Adjustments.

a. For lots platted prior to August 19, 2008, the following administrative adjustments to the minimum yard setbacks for first floor addition to existing residential structures may be allowed:

Front and side yard: 20% reduction*

~~* Side yard reduction shall only be eligible for lots platted on or after June 13, 1975 and prior to August 19, 2008.~~

Rear yard: 25% reduction

These setback reduction provisions shall not supersede any setbacks that are recorded on a plat.

b. An administrative adjustment may be granted if any first floor addition follows the building line of a legally nonconforming single-family structure, or a building line previously approved by a variance.

c. See Chapter 2, Article II, Section 4.A. for the administrative adjustment process.

5. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.

PART III LAND DEVELOPMENT REGULATIONS

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CHAPTER 3. ZONING

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ARTICLE IV. USE REGULATIONS

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Sec. 3. Use Regulations.

…

D. Use Matrix (Table 3-28).

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22. General Note. This non-industrial use is allowed within the M-1 district, provided that it 1) is located within a multiple-tenant development on a lot that fronts on an arterial roadway; 2) does not exceed five thousand (5,000) square feet; 3) excludes a drive-up, drive-through, or drive-in facility; and 4) complies with all off-street parking requirements of Chapter 4, Article V. In addition, the sale of used merchandise is only allowed as accessory to the sale of new merchandise.

23. General Note. This use is only allowed on an arterial or collector roadway within the M-1 district provided that the building containing the use does not have frontage on or is in view of Congress Avenue or if the use contains an~~that it has~~ accessory commercial component to the operation which ~~. This establishment will be required to~~ meets the following criteria:

a. Location. The accessory commercial component shall be located within a building situated on a lot that fronts on an arterial or collector roadway; and

b. Interior. An indoor showroom of at least two hundred fifty (250) square feet for retail sales shall be required for establishments twenty-five thousand (25,000) square feet or less. An indoor showroom area of at least one percent (1%) of the gross floor area shall be required for establishments greater than twenty-five thousand (25,000) square feet.

24. General Note. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Commercial (C) land use option.

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS

…

Sec. 3. Special Reductions in Required Off-Street Parking

…

G. *Parking Reductions for Sustainability.* To promote or recognize sustainable design or operation, including increased pervious area, reduced parking fields, promotion of mass transit and uses of renewable energy sources, lower parking requirements will be granted to eligible developments as follows:

Use	***Minimum Number of Required Parking Spaces*** [1]
Building area is based on gross floor area unless specifically expressed otherwise.	
Efficiency or one (1)-bedroom apartment	1.33
Two (2) or more bedroom apartment	1.66
Shopping center	1 per 250
Office - Retail complex	1 per 250
Grocery store	1 per 250
Industrial Uses: ~~(Reserved)~~ - Packing & shipping, trucking, and moving - Warehouse, Wholesale, Distribution (Single-tenant building) - Warehouse, Internet sales	1 per 1000~~(Reserved)~~

[1] Only represents the base minimum parking rations. Other requirements may also apply including parking for guests and recreation area as describe in other sections of the Land Development Regulations.

…

Minor Land Development Regulation Amendments

CDRV 22-006

Planning & Development Board Meeting
October 12, 2022

City Commission Meetings
October 18, 2022 | November 1, 2022

Overview and Current Conditions

- Staff is proposing a series of various modifications to the City's Land Development Regulations. The amendments largely focus on clarifying the intent of the existing regulations. The changes are as follows:

- Allow for the expiration of abandoned applications;

- Create a process to request Land Development Regulation (Zoning) Interpretations;

- Allow for an exemption to the Land Development Regulations for emergency facilities and essential services;

- Adjust regulations for industrial uses permitted on Congress Avenue, and;

- Adjust Sustainable Parking Reductions to include a reduction for industrial uses.

CITY OF BOYNTON BEACH

Questions?

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Discussion on changing Sister Cities, requested by Commissioner Turkin.

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission:
Proposed Ordinance No. 22-025 - First Reading - Approve an amendment to the Boynton Beach Administrative Building Code by creating Section 110.11.1 - 110.11.16 of the 7th Edition (2020) of the Florida Building Code to create, implement and enforce a Building Milestone Inspection program.

Explanation of Request:
Based on Florida Statute 553.73 4(a), the State Legislature has enabled the ability of local jurisdictions, subject to certain limitations, to adopt amendments to the administrative provisions of the Florida Building Code (Chapter 1). Such "local" amendments may be more stringent than the minimum standards described by Florida Statutes and are to be transmitted to the State within thirty (30) days after being enacted. The local amendments typically address local issues and conditions that are unique and distinctive to each jurisdiction or within the corresponding County when coordinating efforts facilitate county-wide coordination and adoption of universal standards or processes.

Accordingly, the City of Boynton Beach Building Division proposes to modify the city's local administrative chapter (Chapter 1) of the Florida Building Code. The proposed Building Milestone ("Recertification") Amendment and corresponding program is being recommended after a yearlong effort of coordination amongst all of Palm Beach County's Building Officials. The amendments are also consistent with Senate Bill 4-D that was passed during the 2022 Special Legislative Session and signed into law by the Governor of Florida. However, there are a few more stringent requirements that staff are proposing for the City and are highlighted below.

The purpose of this new program is to maintain the structural integrity of buildings throughout its service life and to ensure that buildings are structural and electrical service system are sound so as to not pose a threat to the public health, safety, or welfare. Building Recertification shall be for the purpose of determining the structural & electrical service system of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical service system(s) pursuant to the Building Code. This inspection is not to determine if the condition of an existing building is in compliance with the current edition of the Florida Building Code, the National Electrical Code or Fire Safety Code.

Structures Impacted:
1. Threshold buildings as defined in F.S. 553.71 within Boynton Beach City limits, by December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.
2. Residential buildings within Boynton Beach City limits, that are three stories or more in height by December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

Exceptions:
1. Single-family, two-family, three-family and Town homes with three or fewer habitable stories above ground.

2. State or University and Palm Beach County School buildings.
3. U S Government, State of Florida, Palm Beach County and local municipal buildings.

Differences between Senate Bill-4D and Proposed Amendment:
1. Staff is proposing to include all threshold buildings/structures as defined in F.S. 553.71 and not just residential buildings.
2. Staff is proposing to not use two different milestone timelines based on distance from the coast and instead using 25-years citywide regardless of proximity to the coast.

Recertification Program Procedure:
1. Owners of impacted structures will be notified by the Building Official no less than one year prior to their recertification anniversary that a Phase I inspection must be performed by a Registered Architect or Professional Engineer.
2. Within 90 calendar days of receipt of notice, the owner(s) must complete the Phase I milestone inspection.

a. If during the Phase I inspection the licensed professional(s) determines that no substantial deterioration exists, then the Phase I inspection report shall be submitted to the Building Official for review.

i. If the Phase I inspection report is submitted and determined to be in compliance, then the structure will be required to undergo a Phase I inspection every ten (10) years following their initial twenty-five (25) year milestone.

b. If during the Phase I inspection the licensed professional(s) determines that substantial deterioration does exist and/or was identified, then a Phase II inspection shall be performed and submitted to the Building Official for review. This Phase II inspection may require more invasive techniques for determining whether the structure is structurally and electrically sound.

i. If the Phase II inspection report is submitted and determined to be in compliance, then the structure will be required to undergo a Phase I inspection every ten (10) years following their initial twenty-five (25) year milestone.

ii. If the Phase II inspection report determines that the structure or electrical system(s) require repair, then the licensed professional shall provide the Building Official a repair plan and schedule within thirty (30) days. The repair plan and schedule shall be subject to the review and approval by the Building Official.

1. The owner(s) will then have 180 days from the date of the report to permit and correct the structural and/or electrical service system deficiencies that an immediate threat to life, health, safety, or where failure of a critical component is imminent.

c. Failure of the owner(s) to satisfy the Phase I or Phase II requirements will result in enforcement action by the Building Official through the Special Magistrate.

Upon adoption of this amendment, the Building Division will carry out public outreach to affected properties in order to bring awareness of this new law and associated requirements prior to the initial notifications.

How will this affect city programs or services? In the initial year of the program, most services will be administrative in nature and implementing the structure of how it will be managed.

Fiscal Impact: No impact in the first year of the program, but may require additional staffing in future years.

Alternatives:
1. Only adopt the minimum requirements as outlined by Senate Bill 4D.
2. Adopt more stringent requirements than those provided for in Senate Bill 4D.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Ordinance	Ordinance approving Amendment to the Boynton Beach Amendments to the Florida Building Code 7th Edition (2020) to add the Building Recertification Inspection Program
🗋	Amendment	Boynton Beach Building Recertification Amendment
🗋	Attachment	Senate Bill 4D (2022)
🗋	Attachment	Boynton Beach Building Recertification Presentation

ORDINANCE NO. 22-025

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA; APPROVING AN AMENDMENT TO THE BOYNTON BEACH ADMINISTRATIVE BUILDING CODE BY CREATING SECTION 110.11.1 – 110.11.16 OF THE 7TH EDITION (2020) OF THE FLORIDA BUILDING CODE TO CREATE, IMPLEMENT AND ENFORCE A BUILDING MILESTONE INSPECTION PROGRAM: PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 553.734(a), Florida Statutes, the City Commission may adopt amendments to the administrative provisions of the Florida Building Code to deal with local issues and conditions that are unique and distinctive to each jurisdiction, subject to the limitations in said statute; and

WHEREAS, the City of Boynton Beach has adopted the Boynton Beach Amendments to the 2010 Florida Building Code on March 6, 2012, June 4, 2013 and October 15, 2013; the Florida Building Code 6th Edition (2017) on December 19, 2017; and the Florida Building Code 7th Edition (2020) on November 17, 2020; and

WHEREAS, the Boynton Beach Building Division proposes to modify the city's local administrative chapter (Chapter 1) of the Florida Building Code to add the proposed Building Milestone ("Recertification") Amendment and corresponding program which is being recommended after a yearlong effort of coordination amongst all of Palm Beach County's Building Officials; and

WHEREAS, the purpose of this new program is to maintain the structural integrity of buildings throughout its service life and to ensure that buildings are structural and electrical service system are sound so as to not pose a threat to the public health, safety, or welfare; and

WHEREAS, the City Commission hereby approves and adopts an amendment to the Boynton Beach Administrative Building Code by creating Section 110.11.1 - 110.11.16 of the 7th Edition (2020) of the Florida Building Code to create, implement and enforce a Building Milestone Inspection program; and

WHEREAS, as required by law, such amendments will be transmitted to the State within 30 days after this enactment of the amendments.

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

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. The City Commission hereby approves and adopts an amendment to the Boynton Beach Administrative Building Code by creating Section 110.11.1 - 110.11.16 of the 7th Edition (2020) of the Florida Building Code to create, implement and enforce a Building Milestone Inspection program contained in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 3. As required by law, these amendments will be transmitted to the State within 30 days after this enactment of the amendments.

Section 4. That ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed, provided that in the event of a conflict with respect to the administration of the building codes, existing administrative laws or rules of the City shall control.

Section 5. Should any section or provision of this Ordinance or any portion thereof

be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this 4th day of November, 2022.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

Boynton Beach Amendments FBC 2020 7th Edition

110.11.1 Building Recertification Program. Maintaining the structural integrity of a building throughout its service life, in order to ensure that buildings are structural and electrical service system are sound so as to not pose a threat to the public health, safety, or welfare. Building Recertification shall be for the purpose of determining the structural & electrical service system of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical service system(s) pursuant to the Building Code.

110.11.1.1 Backlog. Due to the initial backlog of buildings required to be recertified, the Building Official shall establish a completion schedule for recertification, which shall be based upon factors that may include, but shall not be limited to, the age, location, construction materials, occupancy load, and function of a building. This completion schedule shall include a recertification deadline for each building for which recertification is required and may be amended by the Building Official as necessary or advisable.

110.11.1.2 Nothing in this section shall be construed to prevent or limit the Building Official's authority to inspect, order inspections or reports, or abate unsafe conditions at existing buildings outside of the requirements of this section, including, but not limited to, the Building Official's authority pursuant to section 116 Unsafe Structures and Equipment of this chapter.

110.11.2 Public Records. Building Recertification reports and other information received by the City in connection with the Building Recertification Inspection program shall be available to the public consistent with the requirements of Florida Statute 119.

110.11.3 Inspection professional. The inspecting professional(s) shall have a right of entry into all areas he/she deems necessary to comply with the Building Recertification Inspection program.

110.11.4 Definitions.

Condominium/Cooperatives. Condominium associations as defined under Florida Statute 718 and Cooperative association as defined under Florida Statute 719

Building age. Means the time period since the issuance of a certificate of occupancy or, where adequate records are not available to determine when a certificate of occupancy was issued, shall be determined by the Building Official based on the best available evidence.

Milestone inspection. Means a structural inspection, required under section 553.899, Florida Statutes, of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. 627.706, by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement

of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code, National Electrical Code or the Fire Safety Code

Owner. Means the fee simple title holder of the land on which a building subject to Building Recertification Inspection is situated or, in the case of condominium or cooperative type of ownership, shall mean the person or entity responsible for the structure and common systems of a building subject to Building Recertification Inspection.

Substantial structural deterioration. Means substantial structural distress that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes **unless** the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

Threshold Building. In accordance with Florida Statute 553.71, means any building which is greater than 3 stories or 50 feet in height, or which has an assembly occupancy classification that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.

110.11.5 Required Building Recertification Inspection.

1. **Threshold buildings within Boynton Beach City limits,** by December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

2. C**ondominium associations and Cooperative associations** within Boynton Beach City limits, that are three stories or more in height by December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years hereafter

Exceptions:

a) Single-family, two-family, three-family and Town homes with three or fewer habitable stories above ground.
b) State or University and Palm Beach County School buildings.
c) U S Government, State of Florida, Palm Beach County and local municipal buildings.

110.11.5.1 Subsequent Building Recertification Inspections shall be required at ten (10) year intervals from the date of the 25th anniversary of existence of buildings or structures regardless of when the inspection report for same is finalized or filed.

110.11.6 Inspection Procedures. Procedures established herein are basic guidelines for the Building Recertification program. These guidelines shall not be construed as permitting the removal or non-maintenance of any existing devices or safeguards unless authorized by the Building Official.

110.11.6.1 In addition to the requirements set forth in this section, the Building Official shall provide Building Recertification Inspection Guideline for Structural and Electrical reports and

criteria for the Building Recertification program and the program's applicable inspections and report(s), which shall be mandatory.

110.11.6.2 Duty to Report. Any engineer or architect who performs an inspection of an existing building or structure has a duty to report to the Building Official any findings that, if left unaddressed, would endanger life or property no later than ten (10) days after informing the building owner of such findings unless the engineer or architect is made aware that action has been taken to address such findings in accordance with applicable code. However, if such engineer or architect finds that there are conditions in the building or structure causing an actual or immediate danger of the failure or collapse of a building or structure, or there is a health, windstorm or fire hazard, such engineer or architect shall report such conditions to the Building Official within twenty-four (24) hours of the time of discovery.

110.11.7 Inspection Notification. Upon determining that a building must have a Building Recertification Inspection, the Building Official shall provide written notices of such required inspection to the owner, by certified mail, return receipt requested not less than one year (365 calendar days) prior to the recertification anniversary year, and may provide such additional notice as the Building Official deems appropriate and useful.

110.11.7.1 Unclaimed Notice. In the event that the Notice of Building Recertification is returned unclaimed, said Notice shall be posted by the Building Official at the building. Failure to receive notice of any required inspection shall not relieve the Owner of its obligations pursuant to this section.

110.11.8 Required Recertification Inspection. Within 90 calendar days after receiving the written notice, per section 110.11.8, the owner, must complete Phase One of the Building Recertification Inspection. For purposes of this section, completion of Phase One and Phase Two if required, of the Building Recertification means the licensed Engineer(s) or Architect who performed the Phase One inspection and Phase Two if required, submit the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency, reports by email shall be electronically signed.

110.11.8.1 Phase One Building Recertification Inspection. The licensed Architect or Engineer(s) authorized to practice in this state shall perform a visual examination of the electrical service system, habitable and non-habitable areas of a building, including, all balconies, guardrails, the major structural components of a building or structure and provide a qualitative assessment of the structural and electrical conditions of the building.

110.11.8.1.1 If the Architect or Engineer(s) finds no signs of electrical service system or substantial structural deterioration to any electrical service system or building components under visual examination, Phase Two Building Recertification Inspection is not required.

110.11.8.1.2 The Architect or Engineer(s) who completes a Phase One Building Recertification Inspection shall prepare and submit the structural and electrical reports in conformity with the Building and Electrical Recertification Inspection Guidelines and any additional comments or observations of the conditions of the building.

110.11.8.2 Phase Two Building Recertification Inspection. Phase Two Building Recertification Inspection must be performed if any electrical service system or substantial structural deterioration is identified during Phase One Inspection. A Phase Two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is electrically and structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building and electrical service system. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure.

110.11.8.2.1 The Architect or Engineer(s) who completes a Phase Two Building Recertification Inspection shall prepare and submit the structural and electrical reports in conformity with the Building and Electrical Recertification Inspection Guidelines and any additional comments or observations of the conditions of the building.

110.11.9 Building Recertification Report. The owner, of a building or structure subject to Building Recertification Inspection shall furnish, or cause to be furnished, within one hundred and eighty (180) calendar days of notice of required Phase one and or Phase two inspection(s) Building Recertification Inspection form, photographs and additional supporting documents to the Building Official, prepared by a Professional Structural Engineer, Electrical Engineer or Architect registered in the State of Florida, attest and certify that each such building or structure is structurally and electrically safe, or has been made structurally and electrically safe for the specified use for continued occupancy, in conformity with the Building and Electrical Recertification Inspection Guidelines as provided by the Building Official. Both Structural and Electrical reports must be submitted together.

110.11.9.1 Any and all drafts/versions. of the report, or portions of the report, that are provided to the owner shall also be provided to the Building Official.

110.11.9.2 Reports. The structural and electrical service system inspection reports must, at a minimum, meet all of the following criteria including the required information from Building and Electrical Guidelines as provided by the Building Official:

1. Name of Inspection Firm or individual, Inspection date, Inspection made by, address, email and phone number

2. Bear the seal and signature, or electronically signed, of the licensed engineer or architect who performed the inspection.

3. Indicate the manner and type of inspection, Phase one or Phase two, forming the basis for the inspection report.

4. Building/structure address, property control number, legal description, owners name, owner mailing address and phone number

5. Reasonably known age of building, number of stories and square footage

6. Construction type and Occupancy classification in accordance with Building Code edition

7. Identify any electrical service system and substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

8. State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code or National Electrical Code, were observed.

9. Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration or the electrical service system unsafe.

10. Identify and describe any items requiring further inspection and supporting documentation.

110.11.10 Administrative Review. The Building Official and Floodplain Manager will perform an administrative review of the Building Recertification Inspection Report(s) to determine whether it satisfies the requirements of this section and chapter 4 article X City of Boynton Flood ordinance. If the Building Official determines that the Building Recertification Inspection Report(s) do not satisfy the applicable requirements, the Building Official will notify the owner of the deficiencies in writing and the owner shall have 30 calendar days from such determination to make necessary changes to the report and resubmit for review. Up to three resubmittals are allowed in order to reach a determination that the requirements have been satisfied.

110.11.10.1 If after the third resubmittal, the Building Official determines that the Report(s) do not satisfy the requirements, the matter shall be automatically sent to the Special Magistrate or Code Enforcement Board, as appropriate.

110.11.11 Repair plan and schedule. In the event the electrical service system, structural repairs or modifications are found by the Architect or Engineer(s) retained by the building owner to be necessary as documented by the Phase Two Inspection report, the owner shall have 30 calendar days from the date the Building Recertification Inspection Report is determined by the Building Official to satisfy the requirements of this section.

110.11.11.1 The owner shall submit a plan to correct the deficiencies ("repair plan"), which repair plan shall include a detailed proposed schedule to complete said repairs, including a schedule for submittal of application(s) for any required permit(s). The repair plan, including the schedule for completion of repairs, shall be subject to review and approval by the building official.

110.11.11.2 The owner shall have a total of 180 calendar days from the date of the Building Recertification Inspection Report is determined by the Building Official to satisfy the requirements of this section, unless otherwise specified by the Building Official, in which to permit and correct the structural and electrical service system deficiencies that pose an immediate threat to life, health, safety or where failure of a critical component is imminent.

110.11.11.2.1 Once the corrections have been completed, the Engineer(s), or Architect shall re-inspect the areas noted on the original report and shall provide the building owner a signed and sealed letter or electronically signed, stating all corrections have all been completed. The building owner shall submit that letter to the Building Official.

110.11.11.2.2 For deficiencies that cannot be corrected within 180 calendar days, the time frame may be extended when a time frame is specified by the Professional Engineer(s) or Registered Architect and approved by the Building Official. Such extension shall be contingent on maintaining an active building permit as specified in section 105.4.1 Boynton Beach Administrative Code.

110.11.11.3 Repairs or modifications of deficient conditions that are incidental and non-life threatening shall be completed within a time frame as specified by the inspecting Professional Engineer or Registered Architect and approved by the Building Official. All repairs or modifications shall be completed in conformance with all applicable Sections of the Florida Existing Building Code and the National Electrical Code.

110.11.11.3.1 The Florida Existing Building Code will specify whether the repairs or modification can be made under the code in effect when the building was originally permitted or the code currently in effect.

110.11.12 Repair or Modification Requirements. In the event an owner fails to timely furnish the Building Official with a recertification report, seek an extension to furnish a recertification report, or comply with repair or modification requirements as determined from the Building Recertification Inspection Report(s) as set forth herein the structure may be deemed to be unsafe and unfit for occupation. Such findings shall be reviewed by the Building Official and may be sent to the Special Magistrate or Code Enforcement Board, as appropriate.

110.11.12.1 Emergency Hearing. The Building Official may elect the choice of either a Special Magistrate or Code Enforcement Board as set forth under Florida Statutes Sec. 162, to conduct an emergency hearing if any of the following occurs;

1. The owner, fails to submit the Building Recertification Report by the required deadline per section 110.11.9

2. The Building Official determines the owner failed to make required changes and resubmit the report within required time frames per sections 110.11.10 and 110.11.10.1 does not satisfy the requirements of sections 110.11.10 and 110.11.10.1

3. The owner, fails to submit the Repair Plan and Schedule by the required time frames per section 110.11.11

4. The Building Official may prescribe timelines and penalties with respect to compliance with this section.

5. The Building Official determines that the written recertification report contains any misrepresentation of the actual conditions of the building or structure.

110.11.13 Building Recertification fees. For each building or structure to be Recertified, the application, resubmittal and extension fees shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

110.11.13.1 Report Extension Requests. The Building Official may issue an extension of not more than 60 calendar days to submit a recertification report or to obtain any necessary permits upon a written extension request from an engineer or architect. Such request must contain a signed and sealed statement from the engineer or architect that the building may continue to be occupied while undergoing recertification.

110.11.14 Permit fees. In the event the electrical service system, structural repairs or modifications are required, a permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid, in accordance with the schedule as established by the applicable governing authority.

110.11.15 Appeals Procedure. The Building Board of Adjustments and Appeals shall have the power, as further defined in Section 113 of the Boynton Beach Administrative Amendments to hear appeals of decisions and interpretations of the Building Official relating to the Florida Building Code and local amendments, including decisions of the Building Official related to the Building Recertification Inspection and of the Floodplain Administrator relating to flood damage prevention and floodplain management codes contained in Chapter 4 Article X, Code of Ordinances.

110.11.15.1 Decisions and Interpretations. The permit holder, or the owner of a building subject to the Building Recertification Inspection program may appeal the applicable decision of the Building Official or Floodplain Administrator to the Building Board of Adjustments and Appeal whenever one of the following conditions are claimed to exist:

1. The Building Official determined, the submittal of the Building Recertification Inspection Report by the required deadline per section 110.11.9

2. The Building Official determined, after three submittals, that the Building Recertification Inspection report submitted pursuant to per sections 110.11.9 and 110.11.9.2 did not satisfy the requirements of that section.

3. The Building Official determined the submittal of the Repair Plan and Schedule by the required deadline per sections 110.11.11

3. The Building Official or Floodplain Administrator rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or electrical service system;

4. The provisions of this building code do not apply to this specific case

5. That an equally good or more desirable form of installation can be employed in any specific case, which the building official or floodplain administrator has rejected or refused.

6. The true intent and meaning of this building code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

110.11.15.2 Ineligible appeals.

1. The Building Board of Adjustments and Appeal shall not consider an application for an appeal from the provisions of this building code, or grant relief from the provisions thereof, when such authority is vested in another board or the City Council.

2. No application shall be accepted by the City if a similar request for an appeal has been considered by the Board and denied at any time within 180 calendar days immediately prior to the date the application is submitted.

110.11.16 Extensions. The Building Official may issue an extension of not more than 60 calendar days to submit a recertification report or to obtain any necessary permits upon a written extension request from an engineer or architect. Such request must contain a signed and sealed statement from the engineer or architect that the building may continue to be occupied.

An act relating to building safety; amending s. 553.844, F.S.; providing that the entire roofing system or roof section of certain existing buildings or structures does not have to be repaired, replaced, or recovered in accordance with the Florida Building Code under certain circumstances; requiring the Florida Building Commission to adopt rules and incorporate the rules into the building code; prohibiting local governments from adopting certain administrative or technical amendments to the building code; amending s. 468.4334, F.S.; requiring community association managers and community association management firms to comply with a specified provision under certain circumstances; creating s. 553.899, F.S.; providing legislative findings; defining the terms "milestone inspection" and "substantial structural deterioration"; specifying that the purpose of a milestone inspection is not to determine compliance with the Florida Building Code or the firesafety code; requiring condominium associations and cooperative associations to have milestone inspections performed on certain buildings at specified times; specifying that such associations are responsible for costs relating to milestone inspections; providing applicability; requiring that initial milestone inspections for certain buildings be performed before a specified date; requiring local enforcement agencies to provide certain written notice

to condominium associations and cooperative associations; requiring condominium associations and cooperative associations to complete phase one of a milestone inspection within a specified timeframe; specifying that milestone inspections consist of two phases; providing requirements for each phase of a milestone inspection; requiring architects and engineers performing a milestone inspection to submit a sealed copy of the inspection report and a summary that includes specified findings and recommendations to certain entities; providing requirements for such inspection reports; requiring condominium associations and cooperative associations to distribute and post a copy of each inspection report and summary in a specified manner; authorizing local enforcement agencies to prescribe timelines and penalties relating to milestone inspections; authorizing boards of county commissioners to adopt certain ordinances relating to repairs for substantial structural deterioration; requiring local enforcement agencies to review and determine if a building is unsafe for human occupancy under certain circumstances; requiring the Florida Building Commission to review milestone inspection requirements and make any recommendations to the Governor and the Legislature by a specified date; requiring the commission to consult with the State Fire Marshal to provide certain recommendations to the Governor and the Legislature by a specified date; amending s. 718.103, F.S.; providing a definition;

amending s. 718.111, F.S.; revising the types of records that constitute the official records of a condominium association; requiring associations to maintain specified records for a certain timeframe; specifying that renters of a unit have the right to inspect and copy certain reports; requiring associations to post a copy of certain reports and reserve studies on the association's website; amending s. 718.112, F.S.; specifying the method for determining reserve amounts; prohibiting certain members and associations from waiving or reducing reserves for certain items after a specified date; requiring certain associations to receive approval before waiving or reducing reserves for certain items; prohibiting certain associations from using reserve funds, or any interest accruing thereon, for certain purposes after a specified date; requiring certain associations to have a structural integrity reserve study completed at specified intervals and for certain buildings by a specified date; providing requirements for such study; conforming provisions to changes made by the act; restating requirements for associations relating to milestone inspections; specifying that if the officers or directors of a condominium association fail to have a milestone inspection performed, such failure is a breach of their fiduciary relationship to the unit owners; amending ss. 718.116 and 718.117, F.S.; conforming cross-references; amending s. 718.301, F.S.; revising reporting requirements

relating to the transfer of association control; amending s. 718.501, F.S.; revising the Division of Florida Condominiums, Timeshares, and Mobile Homes' authority relating to enforcement and compliance; requiring certain associations to provide certain information and updates to the division by a specified date and within a specified timeframe; requiring the division to compile a list with certain information and post such list on its website; amending s. 718.503, F.S.; revising the documents that must be delivered to a prospective buyer or lessee of a residential unit; revising requirements for nondeveloper disclosures; amending s. 718.504, F.S.; revising requirements for prospectuses and offering circulars; amending s. 719.103, F.S.; providing a definition; amending s. 719.104, F.S.; revising the types of records that constitute the official records of a cooperative association; requiring associations to maintain specified records for a certain timeframe; specifying that renters of a unit have the right to inspect and copy certain reports; amending s. 719.106, F.S.; specifying the method for determining reserve amounts; prohibiting certain members and associations from waiving or reducing reserves for certain items after a specified date; requiring certain associations to receive approval before waiving or reducing reserves for certain items; prohibiting certain associations from using reserve funds, or any interest accruing thereon, for certain purposes after a

specified date; requiring certain associations to have a structural integrity reserve study completed at specified intervals and for certain buildings by a specified date; providing requirements for such study; conforming provisions to changes made by the act; restating requirements for associations relating to milestone inspections; specifying that if the officers or directors of a cooperative association fail to have a milestone inspection performed, such failure is a breach of their fiduciary relationship to the unit owners; amending s. 719.301, F.S.; requiring developers to deliver a turnover inspection report relating to cooperative property under certain circumstances; amending s. 719.501, F.S.; revising the division's authority relating to enforcement and compliance; requiring certain associations to provide certain information and updates to the division by a specified date and within a specified time; requiring the division to compile a list with certain information and post such list on its website; amending s. 719.503, F.S.; revising the documents that must be delivered to a prospective buyer or lessee of a residential unit; revising nondeveloper disclosure requirements; amending s. 719.504, F.S.; revising requirements for prospectuses and offering circulars; amending ss. 720.303, 720.311, and 721.15, F.S.; conforming cross-references; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (5) is added to section 553.844, Florida Statutes, to read:

553.844 Windstorm loss mitigation; requirements for roofs and opening protection.—

(5) Notwithstanding any provision in the Florida Building Code to the contrary, if an existing roofing system or roof section was built, repaired, or replaced in compliance with the requirements of the 2007 Florida Building Code, or any subsequent editions of the Florida Building Code, and 25 percent or more of such roofing system or roof section is being repaired, replaced, or recovered, only the repaired, replaced, or recovered portion is required to be constructed in accordance with the Florida Building Code in effect, as applicable. The Florida Building Commission shall adopt this exception by rule and incorporate it in the Florida Building Code. Notwithstanding s. 553.73(4), a local government may not adopt by ordinance an administrative or technical amendment to this exception.

Section 2. Subsection (1) of section 468.4334, Florida Statutes, is amended to read:

468.4334 Professional practice standards; liability.—

(1)(a) A community association manager or a community association management firm is deemed to act as agent on behalf of a community association as principal within the scope of authority authorized by a written contract or under this chapter. A community association manager and a community association management firm shall discharge duties performed on behalf of the association as authorized by this chapter loyally,

skillfully, and diligently; dealing honestly and fairly; in good faith; with care and full disclosure to the community association; accounting for all funds; and not charging unreasonable or excessive fees.

(b) If a community association manager or a community association management firm has a contract with a community association that has a building on the association's property that is subject to s. 553.899, the community association manager or the community association management firm must comply with that section as directed by the board.

Section 3. Section 553.899, Florida Statutes, is created to read:

553.899 Mandatory structural inspections for condominium and cooperative buildings.—

(1) The Legislature finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

(2) As used in this section, the terms:

(a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. 627.706, by a licensed architect or engineer authorized to practice in this state for the

purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code.

(b) "Substantial structural deterioration" means substantial structural distress that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

(3) A condominium association under chapter 718 and a cooperative association under chapter 719 must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If the building is located within 3 miles of a coastline as defined in s. 376.031, the condominium association or cooperative association must have a milestone inspection performed by December 31 of the year in which the building

reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the inspection. This subsection does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

(4) If a milestone inspection is required under this section and the building's certificate of occupancy was issued on or before July 1, 1992, the building's initial milestone inspection must be performed before December 31, 2024. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(5) Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.

(6) Within 180 days after receiving the written notice under subsection (5), the condominium association or cooperative association must complete phase one of the milestone inspection. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection

report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

(7) A milestone inspection consists of two phases:

(a) For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(b) A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report

pursuant to subsection (8).

(8) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.

(b) Indicate the manner and type of inspection forming the basis for the inspection report.

(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.

(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.

(f) Identify and describe any items requiring further inspection.

(9) The association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of

the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(10) A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

(11) A board of county commissioners may adopt an ordinance requiring that a condominium or cooperative association schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

(12) The Florida Building Commission shall review the milestone inspection requirements under this section and make recommendations, if any, to the Legislature to ensure inspections are sufficient to determine the structural integrity of a building. The commission must provide a written report of any recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by

December 31, 2022.

(13) The Florida Building Commission shall consult with the State Fire Marshal to provide recommendations to the Legislature for the adoption of comprehensive structural and life safety standards for maintaining and inspecting all types of buildings and structures in this state that are three stories or more in height. The commission shall provide a written report of its recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2023.

Section 4. Subsections (25) through (30) of section 718.103, Florida Statutes, are renumbered as subsections (26) through (31), respectively, and a new subsection (25) is added to that section, to read:

718.103 Definitions.—As used in this chapter, the term:

(25) "Structural integrity reserve study" means a study of the reserve funds required for future major repairs and replacement of the common areas based on a visual inspection of the common areas. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of the structural integrity reserve study must be performed by an engineer licensed under chapter 471 or an architect licensed under chapter 481. At a minimum, a structural integrity reserve study must identify the common areas being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of the common areas being visually inspected, and provide a recommended annual reserve amount that achieves the estimated replacement cost or

deferred maintenance expense of each common area being visually inspected by the end of the estimated remaining useful life of each common area.

Section 5. Paragraph (b) of subsection (7) and paragraphs (a), (c), and (g) of subsection (12) of section 718.111, Florida Statutes, are amended to read:

718.111 The association.—

(7) TITLE TO PROPERTY.—

(b) Subject to s. 718.112(2)(o) ~~the provisions of s. 718.112(2)(m)~~, the association, through its board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(12) OFFICIAL RECORDS.—

(a) From the inception of the association, the association shall maintain each of the following items, if applicable, which constitutes the official records of the association:

1. A copy of the plans, permits, warranties, and other items provided by the developer under s. 718.301(4).

2. A photocopy of the recorded declaration of condominium of each condominium operated by the association and each amendment to each declaration.

3. A photocopy of the recorded bylaws of the association and each amendment to the bylaws.

4. A certified copy of the articles of incorporation of the association, or other documents creating the association, and each amendment thereto.

5. A copy of the current rules of the association.

6. A book or books that contain the minutes of all meetings of the association, the board of administration, and the unit owners.

7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the e-mail addresses and facsimile numbers of unit owners consenting to receive notice by electronic transmission. The e-mail addresses and facsimile numbers are not accessible to unit owners if consent to receive notice by electronic transmission is not provided in accordance with sub-subparagraph (c)3.e. However, the association is not liable for an inadvertent disclosure of the e-mail address or facsimile number for receiving electronic transmission of notices.

8. All current insurance policies of the association and condominiums operated by the association.

9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the association.

11. Accounting records for the association and separate accounting records for each condominium that the association operates. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s.

718.501(1)(d). The accounting records must include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

c. All audits, reviews, accounting statements, structural integrity reserve studies, and financial reports of the association or condominium. Structural integrity reserve studies must be maintained for at least 15 years after the study is completed.

d. All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the association for at least 1 year after receipt of the bid.

12. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by unit owners, which must be maintained for 1 year from the date of the election, vote, or meeting to which the document relates, notwithstanding paragraph (b).

13. All rental records if the association is acting as agent for the rental of condominium units.

14. A copy of the current question and answer sheet as described in s. 718.504.

15. A copy of the inspection reports ~~report as~~ described in ss. 553.899 and 718.301(4)(p) and any other inspection report relating to a structural or life safety inspection of

condominium property. Such record must be maintained by the association for 15 years after receipt of the report ~~s. 718.301(4)(p)~~.

16. Bids for materials, equipment, or services.

17. All affirmative acknowledgments made pursuant to s. 718.121(4)(c).

18. All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

(c)1. The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member or authorized representative of such member. A renter of a unit has a right to inspect and copy only the declaration of condominium, ~~and~~ the association's bylaws and rules, and the inspection reports described in ss. 553.899 and 718.301(4)(p). The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying but may not require a member to demonstrate any purpose or state any reason for the inspection. The failure of an association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply. Minimum damages are $50 per calendar day for up to 10 days, beginning on the 11th

working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records.

2. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d).

3. The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in s. 718.504 and year-end financial information required under this section, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents. An association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association's providing the member or his or her authorized representative with a copy of such records. The association may not charge a member or his or her authorized representative for

the use of a portable device. Notwithstanding this paragraph, the following records are not accessible to unit owners:

a. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including a record prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

b. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

c. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this sub-subparagraph, the term "personnel records" does not include written employment agreements with an association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

d. Medical records of unit owners.

e. Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing

address, property address, and any address, e-mail address, or facsimile number provided to the association to fulfill the association's notice requirements. Notwithstanding the restrictions in this sub-subparagraph, an association may print and distribute to unit owners a directory containing the name, unit address, and all telephone numbers of each unit owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the association. An owner may consent in writing to the disclosure of other contact information described in this sub-subparagraph. The association is not liable for the inadvertent disclosure of information that is protected under this sub-subparagraph if the information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.

f. Electronic security measures that are used by the association to safeguard data, including passwords.

g. The software and operating system used by the association which allow the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.

h. All affirmative acknowledgments made pursuant to s. 718.121(4)(c).

(g)1. By January 1, 2019, an association managing a condominium with 150 or more units which does not contain timeshare units shall post digital copies of the documents specified in subparagraph 2. on its website or make such documents available through an application that can be downloaded on a mobile device.

a. The association's website or application must be:

(I) An independent website, application, or web portal wholly owned and operated by the association; or

(II) A website, application, or web portal operated by a third-party provider with whom the association owns, leases, rents, or otherwise obtains the right to operate a web page, subpage, web portal, collection of subpages or web portals, or an application which is dedicated to the association's activities and on which required notices, records, and documents may be posted or made available by the association.

b. The association's website or application must be accessible through the Internet and must contain a subpage, web portal, or other protected electronic location that is inaccessible to the general public and accessible only to unit owners and employees of the association.

c. Upon a unit owner's written request, the association must provide the unit owner with a username and password and access to the protected sections of the association's website or application which contain any notices, records, or documents that must be electronically provided.

2. A current copy of the following documents must be posted in digital format on the association's website or application:

a. The recorded declaration of condominium of each condominium operated by the association and each amendment to each declaration.

b. The recorded bylaws of the association and each amendment to the bylaws.

c. The articles of incorporation of the association, or other documents creating the association, and each amendment to

the articles of incorporation or other documents. The copy posted pursuant to this sub-subparagraph must be a copy of the articles of incorporation filed with the Department of State.

d. The rules of the association.

e. A list of all executory contracts or documents to which the association is a party or under which the association or the unit owners have an obligation or responsibility and, after bidding for the related materials, equipment, or services has closed, a list of bids received by the association within the past year. Summaries of bids for materials, equipment, or services which exceed $500 must be maintained on the website or application for 1 year. In lieu of summaries, complete copies of the bids may be posted.

f. The annual budget required by s. 718.112(2)(f) and any proposed budget to be considered at the annual meeting.

g. The financial report required by subsection (13) and any monthly income or expense statement to be considered at a meeting.

h. The certification of each director required by s. 718.112(2)(d)4.b.

i. All contracts or transactions between the association and any director, officer, corporation, firm, or association that is not an affiliated condominium association or any other entity in which an association director is also a director or officer and financially interested.

j. Any contract or document regarding a conflict of interest or possible conflict of interest as provided in ss. 468.436(2)(b)6. and 718.3027(3).

k. The notice of any unit owner meeting and the agenda for

the meeting, as required by s. 718.112(2)(d)3., no later than 14 days before the meeting. The notice must be posted in plain view on the front page of the website or application, or on a separate subpage of the website or application labeled "Notices" which is conspicuously visible and linked from the front page. The association must also post on its website or application any document to be considered and voted on by the owners during the meeting or any document listed on the agenda at least 7 days before the meeting at which the document or the information within the document will be considered.

l. Notice of any board meeting, the agenda, and any other document required for the meeting as required by s. 718.112(2)(c), which must be posted no later than the date required for notice under s. 718.112(2)(c).

m. The inspection reports described in ss. 553.899 and 718.301(4)(p) and any other inspection report relating to a structural or life safety inspection of condominium property.

n. The association's most recent structural integrity reserve study, if applicable.

3. The association shall ensure that the information and records described in paragraph (c), which are not allowed to be accessible to unit owners, are not posted on the association's website or application. If protected information or information restricted from being accessible to unit owners is included in documents that are required to be posted on the association's website or application, the association shall ensure the information is redacted before posting the documents. Notwithstanding the foregoing, the association or its agent is not liable for disclosing information that is protected or

restricted under this paragraph unless such disclosure was made with a knowing or intentional disregard of the protected or restricted nature of such information.

4. The failure of the association to post information required under subparagraph 2. is not in and of itself sufficient to invalidate any action or decision of the association's board or its committees.

Section 6. Paragraphs (g) through (o) of subsection (2) of section 718.112, Florida Statutes, are redesignated as paragraphs (i) through (q), respectively, paragraphs (d) and (f) of that subsection are amended, and new paragraphs (g) and (h) are added to that subsection, to read:

718.112 Bylaws.—

(2) REQUIRED PROVISIONS.—The bylaws shall provide for the following and, if they do not do so, shall be deemed to include the following:

(d) *Unit owner meetings.*—

1. An annual meeting of the unit owners must be held at the location provided in the association bylaws and, if the bylaws are silent as to the location, the meeting must be held within 45 miles of the condominium property. However, such distance requirement does not apply to an association governing a timeshare condominium.

2. Unless the bylaws provide otherwise, a vacancy on the board caused by the expiration of a director's term must be filled by electing a new board member, and the election must be by secret ballot. An election is not required if the number of vacancies equals or exceeds the number of candidates. For purposes of this paragraph, the term "candidate" means an

eligible person who has timely submitted the written notice, as described in sub-subparagraph 4.a., of his or her intention to become a candidate. Except in a timeshare or nonresidential condominium, or if the staggered term of a board member does not expire until a later annual meeting, or if all members' terms would otherwise expire but there are no candidates, the terms of all board members expire at the annual meeting, and such members may stand for reelection unless prohibited by the bylaws. Board members may serve terms longer than 1 year if permitted by the bylaws or articles of incorporation. A board member may not serve more than 8 consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. Only board service that occurs on or after July 1, 2018, may be used when calculating a board member's term limit. If the number of board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the board effective upon the adjournment of the annual meeting. Unless the bylaws provide otherwise, any remaining vacancies shall be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director. In a residential condominium association of more than 10 units or in a residential condominium association that does not include timeshare units or timeshare interests, co-owners of a unit may not serve as members of the board of directors at the same time unless they own more than one unit or unless there are not

enough eligible candidates to fill the vacancies on the board at the time of the vacancy. A unit owner in a residential condominium desiring to be a candidate for board membership must comply with sub-subparagraph 4.a. and must be eligible to be a candidate to serve on the board of directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the board. A person who has been suspended or removed by the division under this chapter, or who is delinquent in the payment of any assessment due to the association, is not eligible to be a candidate for board membership and may not be listed on the ballot. For purposes of this paragraph, a person is delinquent if a payment is not made by the due date as specifically identified in the declaration of condominium, bylaws, or articles of incorporation. If a due date is not specifically identified in the declaration of condominium, bylaws, or articles of incorporation, the due date is the first day of the assessment period. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon’s civil rights have been restored for at least 5 years as of the date such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a board member is ineligible for board membership due to having been convicted of a felony. This subparagraph does not limit the term of a member of the board of a nonresidential or timeshare condominium.

3. The bylaws must provide the method of calling meetings of unit owners, including annual meetings. Written notice of an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner at least 14 days before the annual meeting; and be posted in a conspicuous place on the condominium property or association property at least 14 continuous days before the annual meeting. Written notice of a meeting other than an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner; and be posted in a conspicuous place on the condominium property or association property within the timeframe specified in the bylaws. If the bylaws do not specify a timeframe for written notice of a meeting other than an annual meeting, notice must be provided at least 14 continuous days before the meeting. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property or association property where all notices of unit owner meetings must be posted. This requirement does not apply if there is no condominium property for posting notices. In lieu of, or in addition to, the physical posting of meeting notices, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice posted physically on the condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is

provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the board, the association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the condominium association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the condominium property. Any rule adopted shall, in addition to other matters, include a requirement that the association send an electronic notice in the same manner as a notice for a meeting of the members, which must include a hyperlink to the website where the notice is posted, to unit owners whose e-mail addresses are included in the association’s official records. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice must be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for meetings and notice for all other purposes must be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association must provide notice to the address that the developer identifies for that purpose and thereafter as one or more of the owners of the unit advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, must provide

an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered in accordance with this provision.

4. The members of the board of a residential condominium shall be elected by written ballot or voting machine. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. This subparagraph does not apply to an association governing a timeshare condominium.

a. At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. A unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph 3., the association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates not less than 14 days or more than 34 days before the date of the election. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or

transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this sub-subparagraph, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A unit owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this provision may be fined by the association in accordance with s. 718.303. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

b. Within 90 days after being elected or appointed to the board of an association of a residential condominium, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best

of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. In lieu of this written certification, within 90 days after being elected or appointed to the board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved condominium education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the director serves on the board without interruption. A director of an association of a residential condominium who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this sub-subparagraph. The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the association to retain a director's written certification or educational certificate for inspection by the members for 5 years after a director's election or the duration of the director's uninterrupted tenure, whichever is longer. Failure to have such written certification or educational certificate on file does not affect the validity of any board action.

c. Any challenge to the election process must be commenced within 60 days after the election results are announced.

5. Any approval by unit owners called for by this chapter or the applicable declaration or bylaws, including, but not limited to, the approval requirement in s. 718.111(8), must be made at a duly noticed meeting of unit owners and is subject to

all requirements of this chapter or the applicable condominium documents relating to unit owner decisionmaking, except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable bylaws or declaration or any law that provides for such action.

6. Unit owners may waive notice of specific meetings if allowed by the applicable bylaws or declaration or any law. Notice of meetings of the board of administration, unit owner meetings, except unit owner meetings called to recall board members under paragraph (l) ~~(j)~~, and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission. A unit owner who consents to receiving notices by electronic transmission is solely responsible for removing or bypassing filters that block receipt of mass e-mails sent to members on behalf of the association in the course of giving electronic notices.

7. Unit owners have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

8. A unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the division.

9. Unless otherwise provided in the bylaws, any vacancy occurring on the board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative,

a board may hold an election to fill the vacancy, in which case the election procedures must conform to sub-subparagraph 4.a. unless the association governs 10 units or fewer and has opted out of the statutory election process, in which case the bylaws of the association control. Unless otherwise provided in the bylaws, a board member appointed or elected under this section shall fill the vacancy for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by paragraph (l) ~~(j)~~ and rules adopted by the division.

10. This chapter does not limit the use of general or limited proxies, require the use of general or limited proxies, or require the use of a written ballot or voting machine for any agenda item or election at any meeting of a timeshare condominium association or nonresidential condominium association.

Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a., an association of 10 or fewer units may, by affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in its bylaws, which may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

(f) *Annual budget.*—

1. The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable expenses listed in s. 718.504(21). The board

shall adopt the annual budget at least 14 days before ~~prior to~~ the start of the association's fiscal year. In the event that the board fails to timely adopt the annual budget a second time, it is ~~shall be~~ deemed a minor violation and the prior year's budget shall continue in effect until a new budget is adopted. A multicondominium association must ~~shall~~ adopt a separate budget of common expenses for each condominium the association operates and must ~~shall~~ adopt a separate budget of common expenses for the association. In addition, if the association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided for in s. 718.113(1), the budget or a schedule attached to it must show the amount budgeted for this maintenance. If, after turnover of control of the association to the unit owners, any of the expenses listed in s. 718.504(21) are not applicable, they do ~~need~~ not need to be listed.

2.a. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds $10,000. The amount to be reserved for an item is determined by the association's most recent structural integrity reserve study that must be completed by December 31, 2024. If the amount to be reserved for an item is not in the association's initial or most recent structural integrity reserve study or the association has not completed a structural integrity reserve study, the amount

must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the ~~each~~ reserve item. The association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. ~~This subsection does not apply to an adopted budget in which~~ The members of a unit-owner controlled ~~an~~ association may determine ~~have determined~~, by a majority vote at a duly called meeting of the association, to provide no reserves or less reserves than required by this subsection. Effective December 31, 2024, the members of a unit-owner controlled association may not determine to provide no reserves or less reserves than required by this subsection for items listed in paragraph (g).

b. Before turnover of control of an association by a developer to unit owners other than a developer under ~~pursuant to~~ s. 718.301, the developer-controlled association ~~developer~~ may not vote ~~the voting interests allocated to its units~~ to waive the reserves or reduce ~~the~~ funding of the reserves ~~through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to s. 718.104(4)(e) or an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is recorded, whichever occurs first, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the association~~. If a meeting of the unit owners has been called

to determine whether to waive or reduce the funding of reserves and no such result is achieved or a quorum is not attained, the reserves included in the budget shall go into effect. After the turnover, the developer may vote its voting interest to waive or reduce the funding of reserves.

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the association. Before turnover of control of an association by a developer to unit owners other than the developer pursuant to s. 718.301, the developer-controlled association may not vote to use reserves for purposes other than those for which they were intended. Effective December 31, 2024, members of a unit-owner controlled association may not vote to use reserve funds, or any interest accruing thereon, that are reserved for items listed in paragraph (g) for any other purpose other than their intended purpose ~~without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the association~~.

4. The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized,

bold letters in a font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

(g) *Structural integrity reserve study.*—

1. An association must have a structural integrity reserve study completed at least every 10 years after the condominium's creation for each building on the condominium property that is three stories or higher in height which includes, at a minimum, a study of the following items as related to the structural integrity and safety of the building:

a. Roof.

b. Load-bearing walls or other primary structural members.

c. Floor.

d. Foundation.

e. Fireproofing and fire protection systems.

f. Plumbing.

g. Electrical systems.

h. Waterproofing and exterior painting.

i. Windows.

j. Any other item that has a deferred maintenance expense or replacement cost that exceeds $10,000 and the failure to replace or maintain such item negatively affects the items listed in subparagraphs a.-i., as determined by the licensed engineer or architect performing the visual inspection portion of the structural integrity reserve study.

2. Before a developer turns over control of an association to unit owners other than the developer, the developer must have

a structural integrity reserve study completed for each building on the condominium property that is three stories or higher in height.

3. Associations existing on or before July 1, 2022, which are controlled by unit owners other than the developer, must have a structural integrity reserve study completed by December 31, 2024, for each building on the condominium property that is three stories or higher in height.

4. If an association fails to complete a structural integrity reserve study pursuant to this paragraph, such failure is a breach of an officer's and director's fiduciary relationship to the unit owners under s. 718.111(1).

(h) *Mandatory milestone inspections.*—If an association is required to have a milestone inspection performed pursuant to s. 553.899, the association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of s. 553.899. The association is responsible for all costs associated with the inspection. If the officers or directors of an association willfully and knowingly fail to have a milestone inspection performed pursuant to s. 553.899, such failure is a breach of the officers' and directors' fiduciary relationship to the unit owners under s. 718.111(1)(a). Upon completion of a phase one or phase two milestone inspection and receipt of the inspector-prepared summary of the inspection report from the architect or engineer who performed the inspection, the association must distribute a copy of the inspector-prepared summary of the inspection report to each unit owner, regardless of the findings or recommendations in the report, by United States mail or personal

delivery and by electronic transmission to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

Section 7. Paragraph (f) of subsection (8) of section 718.116, Florida Statutes, is amended to read:

718.116 Assessments; liability; lien and priority; interest; collection.—

(8) Within 10 business days after receiving a written or electronic request therefor from a unit owner or the unit owner's designee, or a unit mortgagee or the unit mortgagee's designee, the association shall issue the estoppel certificate. Each association shall designate on its website a person or entity with a street or e-mail address for receipt of a request for an estoppel certificate issued pursuant to this section. The estoppel certificate must be provided by hand delivery, regular mail, or e-mail to the requestor on the date of issuance of the estoppel certificate.

(f) Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(k) ~~s. 718.112(2)(i)~~, an association or its authorized agent may charge a reasonable fee for the preparation and delivery of an estoppel certificate, which may not exceed $250, if, on the date the certificate is issued, no delinquent amounts are owed to the association for the applicable unit. If an estoppel certificate is requested on an expedited basis and delivered within 3 business days after the

request, the association may charge an additional fee of $100. If a delinquent amount is owed to the association for the applicable unit, an additional fee for the estoppel certificate may not exceed $150.

Section 8. Paragraph (b) of subsection (8) of section 718.117, Florida Statutes, is amended to read:

718.117 Termination of condominium.—

(8) REPORTS AND REPLACEMENT OF RECEIVER.—

(b) The unit owners of an association in termination may recall or remove members of the board of administration with or without cause at any time as provided in s. 718.112(2)(l) ~~s. 718.112(2)(j)~~.

Section 9. Paragraph (p) of subsection (4) of section 718.301, Florida Statutes, is amended, and paragraph (r) is added to that subsection, to read:

718.301 Transfer of association control; claims of defect by association.—

(4) At the time that unit owners other than the developer elect a majority of the members of the board of administration of an association, the developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously, or for the purposes of paragraph (c) not more than 90 days thereafter, the developer shall deliver to the association, at the developer's expense, all property of the unit owners and of the association which is held or controlled by the developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the association:

(p) Notwithstanding when the certificate of occupancy was

issued or the height of the building, a milestone inspection report in compliance with s. 553.899 included in the official records, under seal of an architect or engineer authorized to practice in this state, and attesting to required maintenance, condition, useful life, and replacement costs of the following applicable condominium property ~~common elements~~ comprising a turnover inspection report:

1. Roof.

2. Structure, including load-bearing walls and primary structural members and primary structural systems as those terms are defined in s. 627.706.

3. Fireproofing and fire protection systems.

4. Elevators.

5. Heating and cooling systems.

6. Plumbing.

7. Electrical systems.

8. Swimming pool or spa and equipment.

9. Seawalls.

10. Pavement and parking areas.

11. Drainage systems.

12. Painting.

13. Irrigation systems.

14. Waterproofing.

(r) A copy of the association's most recent structural integrity reserve study.

Section 10. Subsection (1) of section 718.501, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

718.501 Authority, responsibility, and duties of Division

of Florida Condominiums, Timeshares, and Mobile Homes.—

(1) The division may enforce and ensure compliance with this chapter and rules relating to the development, construction, sale, lease, ownership, operation, and management of residential condominium units and complaints related to the procedural completion of milestone inspections under s. 553.899. In performing its duties, the division has complete jurisdiction to investigate complaints and enforce compliance with respect to associations that are still under developer control or the control of a bulk assignee or bulk buyer pursuant to part VII of this chapter and complaints against developers, bulk assignees, or bulk buyers involving improper turnover or failure to turnover, pursuant to s. 718.301. However, after turnover has occurred, the division has jurisdiction to investigate complaints related only to financial issues, elections, and the maintenance of and unit owner access to association records under s. 718.111(12), and the procedural completion of structural integrity reserve studies under s. 718.112(2)(g).

(a)1. The division may make necessary public or private investigations within or outside this state to determine whether any person has violated this chapter or any rule or order hereunder, to aid in the enforcement of this chapter, or to aid in the adoption of rules or forms.

2. The division may submit any official written report, worksheet, or other related paper, or a duly certified copy thereof, compiled, prepared, drafted, or otherwise made by and duly authenticated by a financial examiner or analyst to be admitted as competent evidence in any hearing in which the financial examiner or analyst is available for cross-examination

and attests under oath that such documents were prepared as a result of an examination or inspection conducted pursuant to this chapter.

(b) The division may require or permit any person to file a statement in writing, under oath or otherwise, as the division determines, as to the facts and circumstances concerning a matter to be investigated.

(c) For the purpose of any investigation under this chapter, the division director or any officer or employee designated by the division director may administer oaths or affirmations, subpoena witnesses and compel their attendance, take evidence, and require the production of any matter which is relevant to the investigation, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of relevant facts or any other matter reasonably calculated to lead to the discovery of material evidence. Upon the failure by a person to obey a subpoena or to answer questions propounded by the investigating officer and upon reasonable notice to all affected persons, the division may apply to the circuit court for an order compelling compliance.

(d) Notwithstanding any remedies available to unit owners and associations, if the division has reasonable cause to believe that a violation of any provision of this chapter or related rule has occurred, the division may institute enforcement proceedings in its own name against any developer, bulk assignee, bulk buyer, association, officer, or member of the board of administration, or its assignees or agents, as

follows:

1. The division may permit a person whose conduct or actions may be under investigation to waive formal proceedings and enter into a consent proceeding whereby orders, rules, or letters of censure or warning, whether formal or informal, may be entered against the person.

2. The division may issue an order requiring the developer, bulk assignee, bulk buyer, association, developer-designated officer, or developer-designated member of the board of administration, developer-designated assignees or agents, bulk assignee-designated assignees or agents, bulk buyer-designated assignees or agents, community association manager, or community association management firm to cease and desist from the unlawful practice and take such affirmative action as in the judgment of the division carry out the purposes of this chapter. If the division finds that a developer, bulk assignee, bulk buyer, association, officer, or member of the board of administration, or its assignees or agents, is violating or is about to violate any provision of this chapter, any rule adopted or order issued by the division, or any written agreement entered into with the division, and presents an immediate danger to the public requiring an immediate final order, it may issue an emergency cease and desist order reciting with particularity the facts underlying such findings. The emergency cease and desist order is effective for 90 days. If the division begins nonemergency cease and desist proceedings, the emergency cease and desist order remains effective until the conclusion of the proceedings under ss. 120.569 and 120.57.

3. If a developer, bulk assignee, or bulk buyer fails to

pay any restitution determined by the division to be owed, plus any accrued interest at the highest rate permitted by law, within 30 days after expiration of any appellate time period of a final order requiring payment of restitution or the conclusion of any appeal thereof, whichever is later, the division must bring an action in circuit or county court on behalf of any association, class of unit owners, lessees, or purchasers for restitution, declaratory relief, injunctive relief, or any other available remedy. The division may also temporarily revoke its acceptance of the filing for the developer to which the restitution relates until payment of restitution is made.

4. The division may petition the court for appointment of a receiver or conservator. If appointed, the receiver or conservator may take action to implement the court order to ensure the performance of the order and to remedy any breach thereof. In addition to all other means provided by law for the enforcement of an injunction or temporary restraining order, the circuit court may impound or sequester the property of a party defendant, including books, papers, documents, and related records, and allow the examination and use of the property by the division and a court-appointed receiver or conservator.

5. The division may apply to the circuit court for an order of restitution whereby the defendant in an action brought under subparagraph 4. is ordered to make restitution of those sums shown by the division to have been obtained by the defendant in violation of this chapter. At the option of the court, such restitution is payable to the conservator or receiver appointed under subparagraph 4. or directly to the persons whose funds or assets were obtained in violation of this chapter.

6. The division may impose a civil penalty against a developer, bulk assignee, or bulk buyer, or association, or its assignee or agent, for any violation of this chapter or related rule. The division may impose a civil penalty individually against an officer or board member who willfully and knowingly violates this chapter, an adopted rule, or a final order of the division; may order the removal of such individual as an officer or from the board of administration or as an officer of the association; and may prohibit such individual from serving as an officer or on the board of a community association for a period of time. The term "willfully and knowingly" means that the division informed the officer or board member that his or her action or intended action violates this chapter, a rule adopted under this chapter, or a final order of the division and that the officer or board member refused to comply with the requirements of this chapter, a rule adopted under this chapter, or a final order of the division. The division, before initiating formal agency action under chapter 120, must afford the officer or board member an opportunity to voluntarily comply, and an officer or board member who complies within 10 days is not subject to a civil penalty. A penalty may be imposed on the basis of each day of continuing violation, but the penalty for any offense may not exceed $5,000. The division shall adopt, by rule, penalty guidelines applicable to possible violations or to categories of violations of this chapter or rules adopted by the division. The guidelines must specify a meaningful range of civil penalties for each such violation of the statute and rules and must be based upon the harm caused by the violation, the repetition of the violation, and upon such

other factors deemed relevant by the division. For example, the division may consider whether the violations were committed by a developer, bulk assignee, or bulk buyer, or owner-controlled association, the size of the association, and other factors. The guidelines must designate the possible mitigating or aggravating circumstances that justify a departure from the range of penalties provided by the rules. It is the legislative intent that minor violations be distinguished from those which endanger the health, safety, or welfare of the condominium residents or other persons and that such guidelines provide reasonable and meaningful notice to the public of likely penalties that may be imposed for proscribed conduct. This subsection does not limit the ability of the division to informally dispose of administrative actions or complaints by stipulation, agreed settlement, or consent order. All amounts collected shall be deposited with the Chief Financial Officer to the credit of the Division of Florida Condominiums, Timeshares, and Mobile Homes Trust Fund. If a developer, bulk assignee, or bulk buyer fails to pay the civil penalty and the amount deemed to be owed to the association, the division shall issue an order directing that such developer, bulk assignee, or bulk buyer cease and desist from further operation until such time as the civil penalty is paid or may pursue enforcement of the penalty in a court of competent jurisdiction. If an association fails to pay the civil penalty, the division shall pursue enforcement in a court of competent jurisdiction, and the order imposing the civil penalty or the cease and desist order is not effective until 20 days after the date of such order. Any action commenced by the division shall be brought in the county in which the division

has its executive offices or in the county where the violation occurred.

7. If a unit owner presents the division with proof that the unit owner has requested access to official records in writing by certified mail, and that after 10 days the unit owner again made the same request for access to official records in writing by certified mail, and that more than 10 days has elapsed since the second request and the association has still failed or refused to provide access to official records as required by this chapter, the division shall issue a subpoena requiring production of the requested records where the records are kept pursuant to s. 718.112.

8. In addition to subparagraph 6., the division may seek the imposition of a civil penalty through the circuit court for any violation for which the division may issue a notice to show cause under paragraph (r). The civil penalty shall be at least $500 but no more than $5,000 for each violation. The court may also award to the prevailing party court costs and reasonable attorney fees and, if the division prevails, may also award reasonable costs of investigation.

(e) The division may prepare and disseminate a prospectus and other information to assist prospective owners, purchasers, lessees, and developers of residential condominiums in assessing the rights, privileges, and duties pertaining thereto.

(f) The division may adopt rules to administer and enforce this chapter.

(g) The division shall establish procedures for providing notice to an association and the developer, bulk assignee, or bulk buyer during the period in which the developer, bulk

assignee, or bulk buyer controls the association if the division is considering the issuance of a declaratory statement with respect to the declaration of condominium or any related document governing such condominium community.

(h) The division shall furnish each association that pays the fees required by paragraph (2)(a) a copy of this chapter, as amended, and the rules adopted thereto on an annual basis.

(i) The division shall annually provide each association with a summary of declaratory statements and formal legal opinions relating to the operations of condominiums which were rendered by the division during the previous year.

(j) The division shall provide training and educational programs for condominium association board members and unit owners. The training may, in the division's discretion, include web-based electronic media, and live training and seminars in various locations throughout the state. The division may review and approve education and training programs for board members and unit owners offered by providers and shall maintain a current list of approved programs and providers and make such list available to board members and unit owners in a reasonable and cost-effective manner.

(k) The division shall maintain a toll-free telephone number accessible to condominium unit owners.

(l) The division shall develop a program to certify both volunteer and paid mediators to provide mediation of condominium disputes. The division shall provide, upon request, a list of such mediators to any association, unit owner, or other participant in alternative dispute resolution proceedings under s. 718.1255 requesting a copy of the list. The division shall

include on the list of volunteer mediators only the names of persons who have received at least 20 hours of training in mediation techniques or who have mediated at least 20 disputes. In order to become initially certified by the division, paid mediators must be certified by the Supreme Court to mediate court cases in county or circuit courts. However, the division may adopt, by rule, additional factors for the certification of paid mediators, which must be related to experience, education, or background. Any person initially certified as a paid mediator by the division must, in order to continue to be certified, comply with the factors or requirements adopted by rule.

(m) If a complaint is made, the division must conduct its inquiry with due regard for the interests of the affected parties. Within 30 days after receipt of a complaint, the division shall acknowledge the complaint in writing and notify the complainant whether the complaint is within the jurisdiction of the division and whether additional information is needed by the division from the complainant. The division shall conduct its investigation and, within 90 days after receipt of the original complaint or of timely requested additional information, take action upon the complaint. However, the failure to complete the investigation within 90 days does not prevent the division from continuing the investigation, accepting or considering evidence obtained or received after 90 days, or taking administrative action if reasonable cause exists to believe that a violation of this chapter or a rule has occurred. If an investigation is not completed within the time limits established in this paragraph, the division shall, on a monthly basis, notify the complainant in writing of the status

of the investigation. When reporting its action to the complainant, the division shall inform the complainant of any right to a hearing under ss. 120.569 and 120.57. The division may adopt rules regarding the submission of a complaint against an association.

(n) Condominium association directors, officers, and employees; condominium developers; bulk assignees, bulk buyers, and community association managers; and community association management firms have an ongoing duty to reasonably cooperate with the division in any investigation under this section. The division shall refer to local law enforcement authorities any person whom the division believes has altered, destroyed, concealed, or removed any record, document, or thing required to be kept or maintained by this chapter with the purpose to impair its verity or availability in the department’s investigation.

(o) The division may:

1. Contract with agencies in this state or other jurisdictions to perform investigative functions; or

2. Accept grants-in-aid from any source.

(p) The division shall cooperate with similar agencies in other jurisdictions to establish uniform filing procedures and forms, public offering statements, advertising standards, and rules and common administrative practices.

(q) The division shall consider notice to a developer, bulk assignee, or bulk buyer to be complete when it is delivered to the address of the developer, bulk assignee, or bulk buyer currently on file with the division.

(r) In addition to its enforcement authority, the division may issue a notice to show cause, which must provide for a

hearing, upon written request, in accordance with chapter 120.

(s) The division shall submit to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the chairs of the legislative appropriations committees an annual report that includes, but need not be limited to, the number of training programs provided for condominium association board members and unit owners, the number of complaints received by type, the number and percent of complaints acknowledged in writing within 30 days and the number and percent of investigations acted upon within 90 days in accordance with paragraph (m), and the number of investigations exceeding the 90-day requirement. The annual report must also include an evaluation of the division's core business processes and make recommendations for improvements, including statutory changes. The report shall be submitted by September 30 following the end of the fiscal year.

(3)(a) On or before January 1, 2023, condominium associations existing on or before July 1, 2022, must provide the following information to the division in writing, by e-mail, United States Postal Service, commercial delivery service, or hand delivery, at a physical address or e-mail address provided by the division and on a form posted on the division's website:

1. The number of buildings on the condominium property that are three stories or higher in height.

2. The total number of units in all such buildings.

3. The addresses of all such buildings.

4. The counties in which all such buildings are located.

(b) The division must compile a list of the number of buildings on condominium property that are three stories or

higher in height, which is searchable by county, and must post the list on the division's website. This list must include all of the following information:

1. The name of each association with buildings on the condominium property that are three stories or higher in height.

2. The number of such buildings on each association's property.

3. The addresses of all such buildings.

4. The counties in which all such buildings are located.

(c) An association must provide an update in writing to the division if there are any changes to the information in the list under paragraph (b) within 6 months after the change.

Section 11. Present paragraphs (b) and (c) of subsection (2) of section 718.503, Florida Statutes, are redesignated as paragraphs (c) and (d), respectively, a new paragraph (b) is added to that subsection, and paragraph (b) of subsection (1) and paragraph (a) of subsection (2) of that section are amended, to read:

718.503 Developer disclosure prior to sale; nondeveloper unit owner disclosure prior to sale; voidability.—

(1) DEVELOPER DISCLOSURE.—

(b) *Copies of documents to be furnished to prospective buyer or lessee.*—Until such time as the developer has furnished the documents listed below to a person who has entered into a contract to purchase a residential unit or lease it for more than 5 years, the contract may be voided by that person, entitling the person to a refund of any deposit together with interest thereon as provided in s. 718.202. The contract may be terminated by written notice from the proposed buyer or lessee

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

delivered to the developer within 15 days after the buyer or lessee receives all of the documents required by this section. The developer may not close for 15 days after ~~following~~ the execution of the agreement and delivery of the documents to the buyer as evidenced by a signed receipt for documents unless the buyer is informed in the 15-day voidability period and agrees to close before ~~prior to~~ the expiration of the 15 days. The developer shall retain in his or her records a separate agreement signed by the buyer as proof of the buyer's agreement to close before ~~prior to~~ the expiration of the ~~said~~ voidability period. The developer must retain such ~~Said~~ proof ~~shall be retained~~ for a period of 5 years after the date of the closing of the transaction. The documents to be delivered to the prospective buyer are the prospectus or disclosure statement with all exhibits, if the development is subject to ~~the provisions of~~ s. 718.504, or, if not, then copies of the following which are applicable:

1. The question and answer sheet described in s. 718.504, and declaration of condominium, or the proposed declaration if the declaration has not been recorded, which shall include the certificate of a surveyor approximately representing the locations required by s. 718.104.

2. The documents creating the association.

3. The bylaws.

4. The ground lease or other underlying lease of the condominium.

5. The management contract, maintenance contract, and other contracts for management of the association and operation of the condominium and facilities used by the unit owners having a

service term in excess of 1 year, and any management contracts that are renewable.

6. The estimated operating budget for the condominium and a schedule of expenses for each type of unit, including fees assessed pursuant to s. 718.113(1) for the maintenance of limited common elements where such costs are shared only by those entitled to use the limited common elements.

7. The lease of recreational and other facilities that will be used only by unit owners of the subject condominium.

8. The lease of recreational and other common facilities that will be used by unit owners in common with unit owners of other condominiums.

9. The form of unit lease if the offer is of a leasehold.

10. Any declaration of servitude of properties serving the condominium but not owned by unit owners or leased to them or the association.

11. If the development is to be built in phases or if the association is to manage more than one condominium, a description of the plan of phase development or the arrangements for the association to manage two or more condominiums.

12. If the condominium is a conversion of existing improvements, the statements and disclosure required by s. 718.616.

13. The form of agreement for sale or lease of units.

14. A copy of the floor plan of the unit and the plot plan showing the location of the residential buildings and the recreation and other common areas.

15. A copy of all covenants and restrictions <u>that</u> ~~which~~ will affect the use of the property and ~~which~~ are not contained

in the foregoing.

16. If the developer is required by state or local authorities to obtain acceptance or approval of any dock or marina facilities intended to serve the condominium, a copy of any such acceptance or approval acquired by the time of filing with the division under s. 718.502(1), or a statement that such acceptance or approval has not been acquired or received.

17. Evidence demonstrating that the developer has an ownership, leasehold, or contractual interest in the land upon which the condominium is to be developed.

18. A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 718.301(4)(p).

19. A copy of the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

(2) NONDEVELOPER DISCLOSURE.—

(a) Each unit owner who is not a developer as defined by this chapter must ~~shall~~ comply with ~~the provisions of~~ this subsection before ~~prior to~~ the sale of his or her unit. Each prospective purchaser who has entered into a contract for the purchase of a condominium unit is entitled, at the seller's expense, to a current copy of all of the following:

1. The declaration of condominium.~~,~~

2. Articles of incorporation of the association.~~,~~

3. Bylaws and rules of the association.~~,~~

4. Financial information required by s. 718.111.~~,~~

5. A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and

718.301(4)(p), if applicable.

6. The association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

7. ~~and~~ The document entitled "Frequently Asked Questions and Answers" required by s. 718.504.

(b) ~~On and after January 1, 2009,~~ The prospective purchaser is ~~shall~~ also ~~be~~ entitled to receive from the seller a copy of a governance form. Such form shall be provided by the division summarizing governance of condominium associations. In addition to such other information as the division considers helpful to a prospective purchaser in understanding association governance, the governance form shall address the following subjects:

1. The role of the board in conducting the day-to-day affairs of the association on behalf of, and in the best interests of, the owners.

2. The board's responsibility to provide advance notice of board and membership meetings.

3. The rights of owners to attend and speak at board and membership meetings.

4. The responsibility of the board and of owners with respect to maintenance of the condominium property.

5. The responsibility of the board and owners to abide by the condominium documents, this chapter, rules adopted by the division, and reasonable rules adopted by the board.

6. Owners' rights to inspect and copy association records and the limitations on such rights.

7. Remedies available to owners with respect to actions by the board which may be abusive or beyond the board's power and

authority.

8. The right of the board to hire a property management firm, subject to its own primary responsibility for such management.

9. The responsibility of owners with regard to payment of regular or special assessments necessary for the operation of the property and the potential consequences of failure to pay such assessments.

10. The voting rights of owners.

11. Rights and obligations of the board in enforcement of rules in the condominium documents and rules adopted by the board.

The governance form shall also include the following statement in conspicuous type: "This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication."

Section 12. Paragraph (f) of subsection (24) of section 718.504, Florida Statutes, is amended, and paragraph (q) is added to that subsection, to read:

718.504 Prospectus or offering circular.—Every developer of a residential condominium which contains more than 20 residential units, or which is part of a group of residential

condominiums which will be served by property to be used in common by unit owners of more than 20 residential units, shall prepare a prospectus or offering circular and file it with the Division of Florida Condominiums, Timeshares, and Mobile Homes prior to entering into an enforceable contract of purchase and sale of any unit or lease of a unit for more than 5 years and shall furnish a copy of the prospectus or offering circular to each buyer. In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the division and a copy of the financial information required by s. 718.111. This page shall, in readable language, inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; shall indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; shall contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which shall further identify the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; shall state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of $100,000; and which shall further state whether membership in a recreational facilities association is mandatory, and if so, shall identify the fees currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will

assist prospective purchasers. The prospectus or offering circular may include more than one condominium, although not all such units are being offered for sale as of the date of the prospectus or offering circular. The prospectus or offering circular must contain the following information:

(24) Copies of the following, to the extent they are applicable, shall be included as exhibits:

(f) The estimated operating budget for the condominium, ~~and~~ the required schedule of unit owners' expenses, and the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

(q) A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 718.301(4)(p), as applicable.

Section 13. Subsections (24) through (28) of section 719.103, Florida Statutes, are renumbered as subsections (25) through (29), respectively, and a new subsection (24) is added to that section, to read:

719.103 Definitions.—As used in this chapter:

(24) "Structural integrity reserve study" means a study of the reserve funds required for future major repairs and replacement of the common areas based on a visual inspection of the common areas. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of the structural integrity reserve study must be performed by an engineer licensed under chapter 471 or an architect licensed under chapter 481. At a minimum, a structural integrity reserve study

must identify the common areas being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of the common areas being visually inspected, and provide a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each common area being visually inspected by the end of the estimated remaining useful life of each common area.

Section 14. Paragraphs (a) and (c) of subsection (2) of section 719.104, Florida Statutes, are amended to read:

719.104 Cooperatives; access to units; records; financial reports; assessments; purchase of leases.—

(2) OFFICIAL RECORDS.—

(a) From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association:

1. The plans, permits, warranties, and other items provided by the developer pursuant to s. 719.301(4).

2. A photocopy of the cooperative documents.

3. A copy of the current rules of the association.

4. A book or books containing the minutes of all meetings of the association, of the board of directors, and of the unit owners.

5. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the e-mail addresses and the numbers designated by unit owners for receiving notice sent by electronic transmission of those

unit owners consenting to receive notice by electronic transmission. The e-mail addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the e-mail address or the number for receiving electronic transmission of notices.

6. All current insurance policies of the association.

7. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.

8. Bills of sale or transfer for all property owned by the association.

9. Accounting records for the association and separate accounting records for each unit it operates, according to good accounting practices. The accounting records shall include, but not be limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

c. All audits, reviews, accounting statements, <u>structural integrity reserve studies,</u> and financial reports of the association. <u>Structural integrity reserve studies must be maintained for at least 15 years after the study is completed.</u>

d. All contracts for work to be performed. Bids for work to

be performed shall also be considered official records and shall be maintained for a period of 1 year.

10. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by unit owners, which shall be maintained for a period of 1 year after the date of the election, vote, or meeting to which the document relates.

11. All rental records where the association is acting as agent for the rental of units.

12. A copy of the current question and answer sheet as described in s. 719.504.

13. All affirmative acknowledgments made pursuant to s. 719.108(3)(b)3.

14. A copy of the inspection reports described in ss. 553.899 and 719.301(4)(p) and any other inspection report relating to a structural or life safety inspection of the cooperative property. Such record must be maintained by the association for 15 years after receipt of the report.

15. All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

(c) The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member. A renter of a unit has a right to inspect and copy only the association's bylaws and rules and the inspection reports described in ss. 553.899 and 719.301(4)(p). The association may adopt reasonable rules regarding the frequency, time, location,

notice, and manner of record inspections and copying, but may not require a member to demonstrate any purpose or state any reason for the inspection. The failure of an association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph. A member who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply. The minimum damages are $50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty under s. 719.501(1)(d). The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in s. 719.504 and year-end financial information required by the department, on the cooperative property to ensure their availability to members and prospective purchasers,

and may charge its actual costs for preparing and furnishing these documents to those requesting the same. An association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association providing the member or his or her authorized representative with a copy of such records. The association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records shall not be accessible to members:

1. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

3. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this

subparagraph, the term "personnel records" does not include written employment agreements with an association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

4. Medical records of unit owners.

5. Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the association to fulfill the association's notice requirements. Notwithstanding the restrictions in this subparagraph, an association may print and distribute to unit owners a directory containing the name, unit address, and all telephone numbers of each unit owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the association. An owner may consent in writing to the disclosure of other contact information described in this subparagraph. The association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.

6. Electronic security measures that are used by the association to safeguard data, including passwords.

7. The software and operating system used by the association which allow the manipulation of data, even if the

owner owns a copy of the same software used by the association. The data is part of the official records of the association.

8. All affirmative acknowledgments made pursuant to s. 719.108(3)(b)3.

Section 15. Paragraphs (k) through (m) of subsection (1) of section 719.106, Florida Statutes, are redesignated as paragraphs (m) through (o), respectively, paragraph (j) of subsection (1) is amended, and new paragraphs (k) and (l) are added to subsection (1) of that section, to read:

719.106 Bylaws; cooperative ownership.—

(1) MANDATORY PROVISIONS.—The bylaws or other cooperative documents shall provide for the following, and if they do not, they shall be deemed to include the following:

(j) *Annual budget.*—

1. The proposed annual budget of common expenses must ~~shall~~ be detailed and must ~~shall~~ show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in s. 719.504(20). The board of administration shall adopt the annual budget at least 14 days before ~~prior to~~ the start of the association's fiscal year. In the event that the board fails to timely adopt the annual budget a second time, it is ~~shall be~~ deemed a minor violation and the prior year's budget shall continue in effect until a new budget is adopted.

2. In addition to annual operating expenses, the budget must ~~shall~~ include reserve accounts for capital expenditures and deferred maintenance. These accounts must ~~shall~~ include, but not be limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance

expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds $10,000. The amount to be reserved for an item is determined by the association's most recent structural integrity reserve study that must be completed by December 31, 2024. If the amount to be reserved for an item is not in the association's initial or most recent structural integrity reserve study or the association has not completed a structural integrity reserve study, the amount must ~~shall~~ be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the ~~each~~ reserve item. The association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. ~~This paragraph shall not apply to any budget in which~~ The members of a unit-owner controlled ~~an~~ association may determine ~~have~~, at a duly called meeting of the association, ~~determined~~ for a fiscal year to provide no reserves or reserves less adequate than required by this subsection. Before turnover of control of an association by a developer to unit owners other than a developer under s. 719.301, the developer-controlled association may not vote to waive the reserves or reduce funding of the reserves. Effective December 31, 2024, a unit-owner controlled association may not determine to provide no reserves or reserves less adequate than required by this paragraph for items listed in paragraph (k) ~~However, prior to turnover of control of an association by a developer to unit owners other than a developer pursuant to s. 719.301, the developer may vote to waive the reserves or reduce the funding of reserves for the~~

~~first 2 years of the operation of the association after which time reserves may only be waived or reduced upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the association~~. If a meeting of the unit owners has been called to determine to provide no reserves, or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy at a duly called meeting of the association. Before ~~Prior to~~ turnover of control of an association by a developer to unit owners other than the developer under s. 719.301, the developer may not vote to use reserves for purposes other than that for which they were intended ~~without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the association~~. Effective December 31, 2024, members of a unit-owner controlled association may not vote to use reserve funds, or any interest accruing thereon, that are reserved for items listed in paragraph (k) for purposes other than their intended purpose.

(k) *Structural integrity reserve study.*—

1. An association must have a structural integrity reserve study completed at least every 10 years for each building on the cooperative property that is three stories or higher in height that includes, at a minimum, a study of the following items as

related to the structural integrity and safety of the building:

a. Roof.

b. Load-bearing walls or other primary structural members.

c. Floor.

d. Foundation.

e. Fireproofing and fire protection systems.

f. Plumbing.

g. Electrical systems.

h. Waterproofing and exterior painting.

i. Windows.

j. Any other item that has a deferred maintenance expense or replacement cost that exceeds $10,000 and the failure to replace or maintain such item negatively affects the items listed in subparagraphs a.-i., as determined by the licensed engineer or architect performing the visual inspection portion of the structural integrity reserve study.

2. Before a developer turns over control of an association to unit owners other than the developer, the developer must have a structural integrity reserve study completed for each building on the cooperative property that is three stories or higher in height.

3. Associations existing on or before July 1, 2022, which are controlled by unit owners other than the developer, must have a structural integrity reserve study completed by December 31, 2024, for each building on the cooperative property that is three stories or higher in height.

4. If an association fails to complete a structural integrity reserve study pursuant to this paragraph, such failure is a breach of an officer's and director's fiduciary

relationship to the unit owners under s. 719.104(8).

(l) *Mandatory milestone inspections.*—If an association is required to have a milestone inspection performed pursuant to s. 553.899, the association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of s. 553.899. The association is responsible for all costs associated with the inspection. If the officers or directors of an association willfully and knowingly fail to have a milestone inspection performed pursuant to s. 553.899, such failure is a breach of the officers' and directors' fiduciary relationship to the unit owners under s. 719.104(8)(a). Upon completion of a phase one or phase two milestone inspection and receipt of the inspector-prepared summary of the inspection report from the architect or engineer who performed the inspection, the association must distribute a copy of the inspector-prepared summary of the inspection report to each unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

Section 16. Paragraphs (p) and (q) are added to subsection (4) of section 719.301, Florida Statutes, to read:

719.301 Transfer of association control.—

(4) When unit owners other than the developer elect a

majority of the members of the board of administration of an association, the developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously, or for the purpose of paragraph (c) not more than 90 days thereafter, the developer shall deliver to the association, at the developer's expense, all property of the unit owners and of the association held or controlled by the developer, including, but not limited to, the following items, if applicable, as to each cooperative operated by the association:

(p) Notwithstanding when the certificate of occupancy was issued or the height of the building, a milestone inspection report in compliance with s. 553.899 included in the official records, under seal of an architect or engineer authorized to practice in this state, attesting to required maintenance, condition, useful life, and replacement costs of the following applicable cooperative property comprising a turnover inspection report:

1. Roof.

2. Structure, including load-bearing walls and primary structural members and primary structural systems as those terms are defined in s. 627.706.

3. Fireproofing and fire protection systems.

4. Elevators.

5. Heating and cooling systems.

6. Plumbing.

7. Electrical systems.

8. Swimming pool or spa and equipment.

9. Seawalls.

10. Pavement and parking areas.

11. Drainage systems.

12. Painting.

13. Irrigation systems.

14. Waterproofing.

(q) A copy of the association's most recent structural integrity reserve study.

Section 17. Subsection (1) of section 719.501, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

719.501 Powers and duties of Division of Florida Condominiums, Timeshares, and Mobile Homes.—

(1) The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, referred to as the "division" in this part, in addition to other powers and duties prescribed by chapter 718, has the power to enforce and ensure compliance with this chapter and adopted rules relating to the development, construction, sale, lease, ownership, operation, and management of residential cooperative units, complaints related to the procedural completion of the structural integrity reserve studies under s. 719.106(1)(k), and complaints related to the procedural completion of milestone inspections under s. 553.899. In performing its duties, the division shall have the following powers and duties:

(a) The division may make necessary public or private investigations within or outside this state to determine whether any person has violated this chapter or any rule or order hereunder, to aid in the enforcement of this chapter, or to aid

in the adoption of rules or forms hereunder.

(b) The division may require or permit any person to file a statement in writing, under oath or otherwise, as the division determines, as to the facts and circumstances concerning a matter to be investigated.

(c) For the purpose of any investigation under this chapter, the division director or any officer or employee designated by the division director may administer oaths or affirmations, subpoena witnesses and compel their attendance, take evidence, and require the production of any matter which is relevant to the investigation, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of relevant facts or any other matter reasonably calculated to lead to the discovery of material evidence. Upon failure by a person to obey a subpoena or to answer questions propounded by the investigating officer and upon reasonable notice to all persons affected thereby, the division may apply to the circuit court for an order compelling compliance.

(d) Notwithstanding any remedies available to unit owners and associations, if the division has reasonable cause to believe that a violation of any provision of this chapter or related rule has occurred, the division may institute enforcement proceedings in its own name against a developer, association, officer, or member of the board, or its assignees or agents, as follows:

1. The division may permit a person whose conduct or actions may be under investigation to waive formal proceedings

and enter into a consent proceeding whereby orders, rules, or letters of censure or warning, whether formal or informal, may be entered against the person.

2. The division may issue an order requiring the developer, association, officer, or member of the board, or its assignees or agents, to cease and desist from the unlawful practice and take such affirmative action as in the judgment of the division will carry out the purposes of this chapter. Such affirmative action may include, but is not limited to, an order requiring a developer to pay moneys determined to be owed to a condominium association.

3. The division may bring an action in circuit court on behalf of a class of unit owners, lessees, or purchasers for declaratory relief, injunctive relief, or restitution.

4. The division may impose a civil penalty against a developer or association, or its assignees or agents, for any violation of this chapter or related rule. The division may impose a civil penalty individually against any officer or board member who willfully and knowingly violates a provision of this chapter, a rule adopted pursuant to this chapter, or a final order of the division. The term "willfully and knowingly" means that the division informed the officer or board member that his or her action or intended action violates this chapter, a rule adopted under this chapter, or a final order of the division, and that the officer or board member refused to comply with the requirements of this chapter, a rule adopted under this chapter, or a final order of the division. The division, prior to initiating formal agency action under chapter 120, shall afford the officer or board member an opportunity to voluntarily comply

with this chapter, a rule adopted under this chapter, or a final order of the division. An officer or board member who complies within 10 days is not subject to a civil penalty. A penalty may be imposed on the basis of each day of continuing violation, but in no event shall the penalty for any offense exceed $5,000. By January 1, 1998, the division shall adopt, by rule, penalty guidelines applicable to possible violations or to categories of violations of this chapter or rules adopted by the division. The guidelines must specify a meaningful range of civil penalties for each such violation of the statute and rules and must be based upon the harm caused by the violation, the repetition of the violation, and upon such other factors deemed relevant by the division. For example, the division may consider whether the violations were committed by a developer or owner-controlled association, the size of the association, and other factors. The guidelines must designate the possible mitigating or aggravating circumstances that justify a departure from the range of penalties provided by the rules. It is the legislative intent that minor violations be distinguished from those which endanger the health, safety, or welfare of the cooperative residents or other persons and that such guidelines provide reasonable and meaningful notice to the public of likely penalties that may be imposed for proscribed conduct. This subsection does not limit the ability of the division to informally dispose of administrative actions or complaints by stipulation, agreed settlement, or consent order. All amounts collected shall be deposited with the Chief Financial Officer to the credit of the Division of Florida Condominiums, Timeshares, and Mobile Homes Trust Fund. If a developer fails to pay the civil penalty, the

division shall thereupon issue an order directing that such developer cease and desist from further operation until such time as the civil penalty is paid or may pursue enforcement of the penalty in a court of competent jurisdiction. If an association fails to pay the civil penalty, the division shall thereupon pursue enforcement in a court of competent jurisdiction, and the order imposing the civil penalty or the cease and desist order shall not become effective until 20 days after the date of such order. Any action commenced by the division shall be brought in the county in which the division has its executive offices or in the county where the violation occurred.

(e) The division may prepare and disseminate a prospectus and other information to assist prospective owners, purchasers, lessees, and developers of residential cooperatives in assessing the rights, privileges, and duties pertaining thereto.

(f) The division has authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement and enforce the provisions of this chapter.

(g) The division shall establish procedures for providing notice to an association when the division is considering the issuance of a declaratory statement with respect to the cooperative documents governing such cooperative community.

(h) The division shall furnish each association which pays the fees required by paragraph (2)(a) a copy of this act, subsequent changes to this act on an annual basis, an amended version of this act as it becomes available from the Secretary of State’s office on a biennial basis, and the rules adopted thereto on an annual basis.

(i) The division shall annually provide each association with a summary of declaratory statements and formal legal opinions relating to the operations of cooperatives which were rendered by the division during the previous year.

(j) The division shall adopt uniform accounting principles, policies, and standards to be used by all associations in the preparation and presentation of all financial statements required by this chapter. The principles, policies, and standards shall take into consideration the size of the association and the total revenue collected by the association.

(k) The division shall provide training and educational programs for cooperative association board members and unit owners. The training may, in the division's discretion, include web-based electronic media, and live training and seminars in various locations throughout the state. The division may review and approve education and training programs for board members and unit owners offered by providers and shall maintain a current list of approved programs and providers and make such list available to board members and unit owners in a reasonable and cost-effective manner.

(l) The division shall maintain a toll-free telephone number accessible to cooperative unit owners.

(m) When a complaint is made to the division, the division shall conduct its inquiry with reasonable dispatch and with due regard to the interests of the affected parties. Within 30 days after receipt of a complaint, the division shall acknowledge the complaint in writing and notify the complainant whether the complaint is within the jurisdiction of the division and whether additional information is needed by the division from the

complainant. The division shall conduct its investigation and shall, within 90 days after receipt of the original complaint or timely requested additional information, take action upon the complaint. However, the failure to complete the investigation within 90 days does not prevent the division from continuing the investigation, accepting or considering evidence obtained or received after 90 days, or taking administrative action if reasonable cause exists to believe that a violation of this chapter or a rule of the division has occurred. If an investigation is not completed within the time limits established in this paragraph, the division shall, on a monthly basis, notify the complainant in writing of the status of the investigation. When reporting its action to the complainant, the division shall inform the complainant of any right to a hearing pursuant to ss. 120.569 and 120.57.

(n) The division shall develop a program to certify both volunteer and paid mediators to provide mediation of cooperative disputes. The division shall provide, upon request, a list of such mediators to any association, unit owner, or other participant in arbitration proceedings under s. 718.1255 requesting a copy of the list. The division shall include on the list of voluntary mediators only persons who have received at least 20 hours of training in mediation techniques or have mediated at least 20 disputes. In order to become initially certified by the division, paid mediators must be certified by the Supreme Court to mediate court cases in county or circuit courts. However, the division may adopt, by rule, additional factors for the certification of paid mediators, which factors must be related to experience, education, or background. Any

person initially certified as a paid mediator by the division must, in order to continue to be certified, comply with the factors or requirements imposed by rules adopted by the division.

(3)(a) On or before January 1, 2023, cooperative associations existing on or before July 1, 2022, must provide the following information to the division in writing, by e-mail, United States Postal Service, commercial delivery service, or hand delivery, at a physical address or e-mail address provided by the division and on a form posted on the division's website:

1. The number of buildings on the cooperative property that are three stories or higher in height.

2. The total number of units in all such buildings.

3. The addresses of all such buildings.

4. The counties in which all such buildings are located.

(b) The division must compile a list of the number of buildings on cooperative property that are three stories or higher in height, which is searchable by county, and must post the list on the division's website. This list must include all of the following information:

1. The name of each association with buildings on the cooperative property that are three stories or higher in height.

2. The number of such buildings on each association's property.

3. The addresses of all such buildings.

4. The counties in which all such buildings are located.

(c) An association must provide an update in writing to the division if there are any changes to the information in the list under paragraph (b) within 6 months after the change.

Section 18. Paragraph (b) of subsection (1) and paragraph (a) of subsection (2) of section 719.503, Florida Statutes, are amended to read:

719.503 Disclosure prior to sale.—

(1) DEVELOPER DISCLOSURE.—

(b) *Copies of documents to be furnished to prospective buyer or lessee.*—Until such time as the developer has furnished the documents listed below to a person who has entered into a contract to purchase a unit or lease it for more than 5 years, the contract may be voided by that person, entitling the person to a refund of any deposit together with interest thereon as provided in s. 719.202. The contract may be terminated by written notice from the proposed buyer or lessee delivered to the developer within 15 days after the buyer or lessee receives all of the documents required by this section. The developer may ~~shall~~ not close for 15 days after ~~following~~ the execution of the agreement and delivery of the documents to the buyer as evidenced by a receipt for documents signed by the buyer unless the buyer is informed in the 15-day voidability period and agrees to close before ~~prior to~~ the expiration of the 15 days. The developer shall retain in his or her records a separate signed agreement as proof of the buyer's agreement to close before ~~prior to~~ the expiration of the ~~said~~ voidability period. The developer must retain such ~~Said~~ proof ~~shall be retained~~ for a period of 5 years after the date of the closing transaction. The documents to be delivered to the prospective buyer are the prospectus or disclosure statement with all exhibits, if the development is subject to ~~the provisions of~~ s. 719.504, or, if not, then copies of the following which are applicable:

1. The question and answer sheet described in s. 719.504, and cooperative documents, or the proposed cooperative documents if the documents have not been recorded, which shall include the certificate of a surveyor approximately representing the locations required by s. 719.104.

2. The documents creating the association.

3. The bylaws.

4. The ground lease or other underlying lease of the cooperative.

5. The management contract, maintenance contract, and other contracts for management of the association and operation of the cooperative and facilities used by the unit owners having a service term in excess of 1 year, and any management contracts that are renewable.

6. The estimated operating budget for the cooperative and a schedule of expenses for each type of unit, including fees assessed to a shareholder who has exclusive use of limited common areas, where such costs are shared only by those entitled to use such limited common areas.

7. The lease of recreational and other facilities that will be used only by unit owners of the subject cooperative.

8. The lease of recreational and other common areas that will be used by unit owners in common with unit owners of other cooperatives.

9. The form of unit lease if the offer is of a leasehold.

10. Any declaration of servitude of properties serving the cooperative but not owned by unit owners or leased to them or the association.

11. If the development is to be built in phases or if the

association is to manage more than one cooperative, a description of the plan of phase development or the arrangements for the association to manage two or more cooperatives.

12. If the cooperative is a conversion of existing improvements, the statements and disclosure required by s. 719.616.

13. The form of agreement for sale or lease of units.

14. A copy of the floor plan of the unit and the plot plan showing the location of the residential buildings and the recreation and other common areas.

15. A copy of all covenants and restrictions <u>that</u> ~~which~~ will affect the use of the property and ~~which~~ are not contained in the foregoing.

16. If the developer is required by state or local authorities to obtain acceptance or approval of any dock or marina facilities intended to serve the cooperative, a copy of any such acceptance or approval acquired by the time of filing with the division pursuant to s. 719.502(1) or a statement that such acceptance or approval has not been acquired or received.

17. Evidence demonstrating that the developer has an ownership, leasehold, or contractual interest in the land upon which the cooperative is to be developed.

<u>18. A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 719.301(4)(p), if applicable.</u>

<u>19. A copy of the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.</u>

(2) NONDEVELOPER DISCLOSURE.—

CODING: Words ~~stricken~~ are deletions; words <u>underlined</u> are additions.

(a) Each unit owner who is not a developer as defined by this chapter must comply with ~~the provisions of~~ this subsection before ~~prior to~~ the sale of his or her interest in the association. Each prospective purchaser who has entered into a contract for the purchase of an interest in a cooperative is entitled, at the seller's expense, to a current copy of all of the following:

1. The articles of incorporation of the association.~~,~~

2. The bylaws~~,~~ and rules of the association.

3. ~~,as well as~~ A copy of the question and answer sheet as provided in s. 719.504.

4. A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 719.301(4)(p), if applicable.

5. A copy of the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

Section 19. Paragraphs (q) and (r) are added to subsection (23) of section 719.504, Florida Statutes, to read:

719.504 Prospectus or offering circular.—Every developer of a residential cooperative which contains more than 20 residential units, or which is part of a group of residential cooperatives which will be served by property to be used in common by unit owners of more than 20 residential units, shall prepare a prospectus or offering circular and file it with the Division of Florida Condominiums, Timeshares, and Mobile Homes prior to entering into an enforceable contract of purchase and sale of any unit or lease of a unit for more than 5 years and shall furnish a copy of the prospectus or offering circular to

each buyer. In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which must be in accordance with a format approved by the division. This page must, in readable language: inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which identifies the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of $100,000; and state whether membership in a recreational facilities association is mandatory and, if so, identify the fees currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will assist prospective purchasers. The prospectus or offering circular may include more than one cooperative, although not all such units are being offered for sale as of the date of the prospectus or offering circular. The prospectus or offering circular must contain the following information:

(23) Copies of the following, to the extent they are applicable, shall be included as exhibits:

(q) A copy of the inspector-prepared summary of the

milestone inspection report as described in ss. 553.899 and 719.301(4)(p), if applicable.

(r) The association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

Section 20. Paragraphs (d) and (k) of subsection (10) of section 720.303, Florida Statutes, are amended to read:

720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting; association funds; recalls.—

(10) RECALL OF DIRECTORS.—

(d) If the board determines not to certify the written agreement or written ballots to recall a director or directors of the board or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the meeting, file an action with a court of competent jurisdiction or file with the department a petition for binding arbitration under the applicable procedures in ss. 718.112(2)(l) ~~ss. 718.112(2)(j)~~ and 718.1255 and the rules adopted thereunder. For the purposes of this section, the members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration or in a court action. If the arbitrator or court certifies the recall as to any director or directors of the board, the recall will be effective upon the final order of the court or the mailing of the final order of arbitration to the association. The director or directors so recalled shall deliver to the board any and all records of the association in their possession within 5 full business days after the effective date of the recall.

(k) A board member who has been recalled may file an action with a court of competent jurisdiction or a petition under ss. 718.112(2)(l) ~~ss. 718.112(2)(j)~~ and 718.1255 and the rules adopted challenging the validity of the recall. The petition or action must be filed within 60 days after the recall is deemed certified. The association and the parcel owner representative shall be named as respondents.

Section 21. Subsection (1) of section 720.311, Florida Statutes, is amended to read:

720.311 Dispute resolution.—

(1) The Legislature finds that alternative dispute resolution has made progress in reducing court dockets and trials and in offering a more efficient, cost-effective option to litigation. The filing of any petition for arbitration or the serving of a demand for presuit mediation as provided for in this section shall toll the applicable statute of limitations. Any recall dispute filed with the department under s. 720.303(10) shall be conducted by the department in accordance with the provisions of ss. 718.112(2)(l) ~~ss. 718.112(2)(j)~~ and 718.1255 and the rules adopted by the division. In addition, the department shall conduct binding arbitration of election disputes between a member and an association in accordance with s. 718.1255 and rules adopted by the division. Election disputes and recall disputes are not eligible for presuit mediation; these disputes must be arbitrated by the department or filed in a court of competent jurisdiction. At the conclusion of an arbitration proceeding, the department shall charge the parties a fee in an amount adequate to cover all costs and expenses incurred by the department in conducting the proceeding.

Initially, the petitioner shall remit a filing fee of at least $200 to the department. The fees paid to the department shall become a recoverable cost in the arbitration proceeding, and the prevailing party in an arbitration proceeding shall recover its reasonable costs and attorney fees in an amount found reasonable by the arbitrator. The department shall adopt rules to effectuate the purposes of this section.

Section 22. Subsection (6) of section 721.15, Florida Statutes, is amended to read:

721.15 Assessments for common expenses.—

(6) Notwithstanding any contrary requirements of s. 718.112(2)(i) ~~s. 718.112(2)(g)~~ or s. 719.106(1)(g), for timeshare plans subject to this chapter, assessments against purchasers need not be made more frequently than annually.

Section 23. This act shall take effect upon becoming a law.

BUILDING MILESTONE INSPECTION PROGRAM

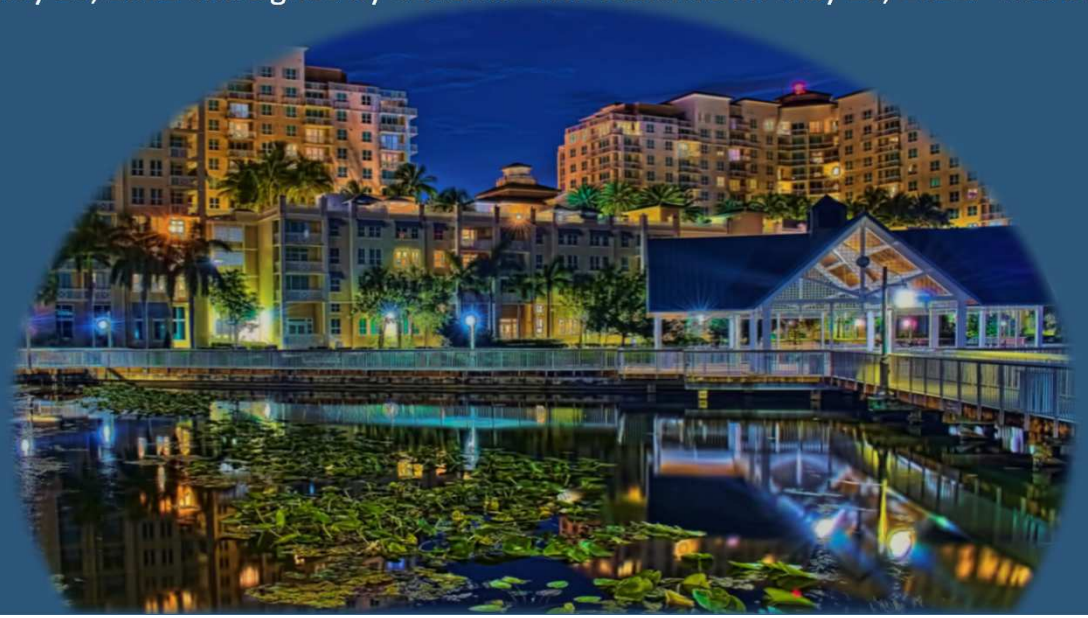
PRESENTED BY: DEVELOPMENT SERVICES / BUILDING

PURPOSE

To maintain the structural integrity of buildings throughout its service life and to ensure that building's structural and electrical service systems do not pose a threat to the public health, safety, or welfare.

Building Milestone ("Recertification") shall be for the purpose of determining the structural & electrical service system of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical service system(s) pursuant to the Building Code.

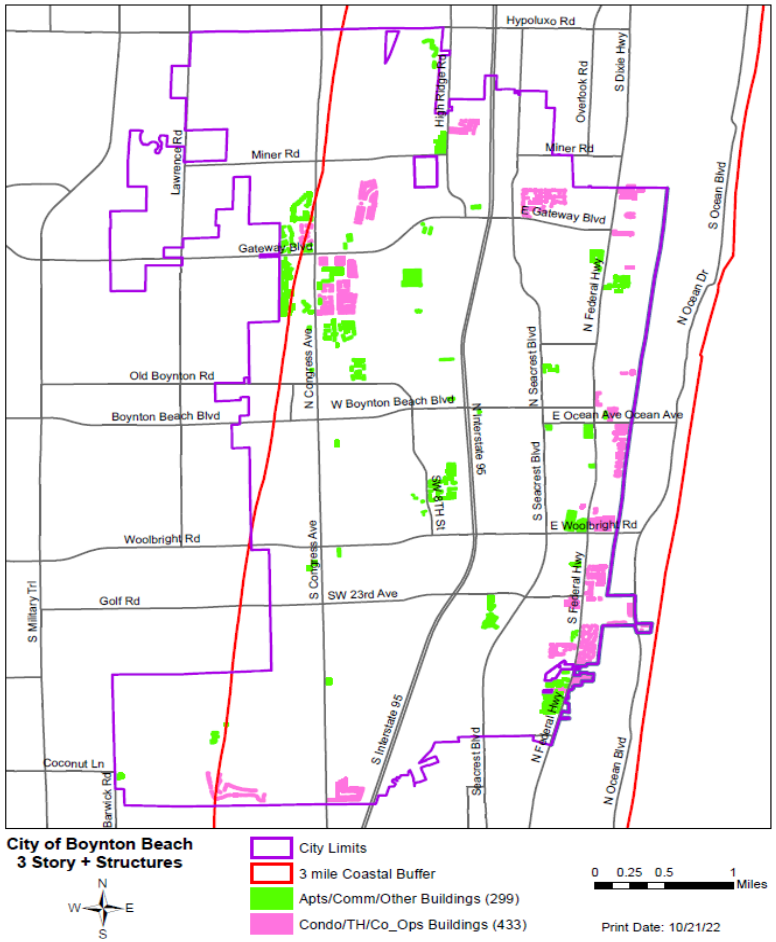
Senate Bill 4-D was filed on May 20, 2022 and signed by Governor Ron DeSantis on May 26, 2022. This Bill is a response to the Surfside



REGULATORY COMPARISON

Senate Bill 4-.D Amendments	Proposed Building Milestone Program
Structures Impacted • Condominium Buildings, means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium. • Cooperative Buildings, means the lands, leaseholds, and personal property owned by a cooperative association. "Cooperative" means that form of ownership of real property wherein legal title is vested in a corporation or other entity and the beneficial use is evidenced by an ownership interest in the association and a lease or other muniment of title or possession granted by the association as the owner of all the cooperative property.	**Structures Impacted** • Threshold Buildings, any building which is greater than three stories or 50 feet in height, or which has an assembly occupancy classification as defined in the Florida Building Code which exceeds 5,000 square feet in area and an occupant content of greater than 500 persons. • Condominium Buildings, means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium. • Cooperative Buildings, means the lands, leaseholds, and personal property owned by a cooperative association. "Cooperative" means that form of ownership of real property wherein legal title is vested in a corporation or other entity and the beneficial use is evidenced by an ownership interest in the association and a lease or other muniment of title or possession granted by the association as the owner of all the cooperative property.
Milestone Inspection Requirement If the building is located within 3 miles of a coastline: By December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued. If the building is located beyond 3 miles of a coastline: By December 31st of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued.	**Milestone Inspection Requirement** All Impacted Structures described above- By December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued.
Recertification Every 10 years after the initial inspection.	**Recertification** Every 10 years after the initial inspection.

GEOGRAPHICAL LOCATION OF AFFECTED BUILDINGS



EXCEPTIONS

- Single-family, two-family, three-family and Town homes with three or fewer habitable stories above ground.
- State or University and Palm Beach County School buildings.
- U S Government, State of Florida, Palm Beach County and local municipal buildings.

RECERTIFICATION PROCEDURE

NOTIFICATION

1. Owners of impacted structures will be notified within one year of recertification anniversary that a Phase I inspection is required.

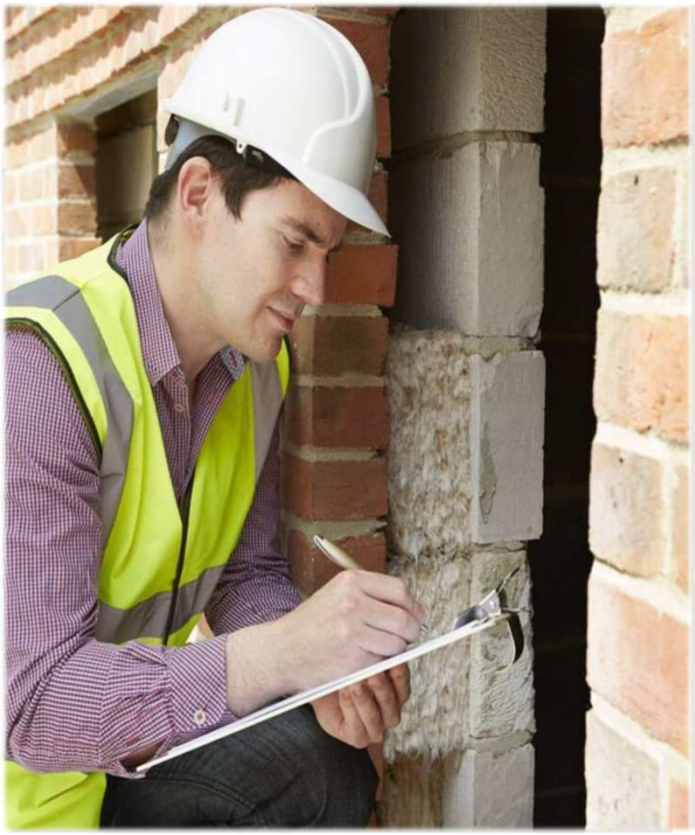
MILESTONE INSPECTION

2. Owners must complete Phase I inspection within 90 calendar days of receipt of notice.

a. If no substantial deterioration exists, the Phase I inspection report shall be submitted to the Building Official for review.

i. If the Phase I inspection report is in compliance, a Phase I inspection is required every 10 years following their initial 25 year milestone.

b. If substantial deterioration exists during the Phase I inspection, a Phase II inspection must be performed and reviewed by the Building Official.



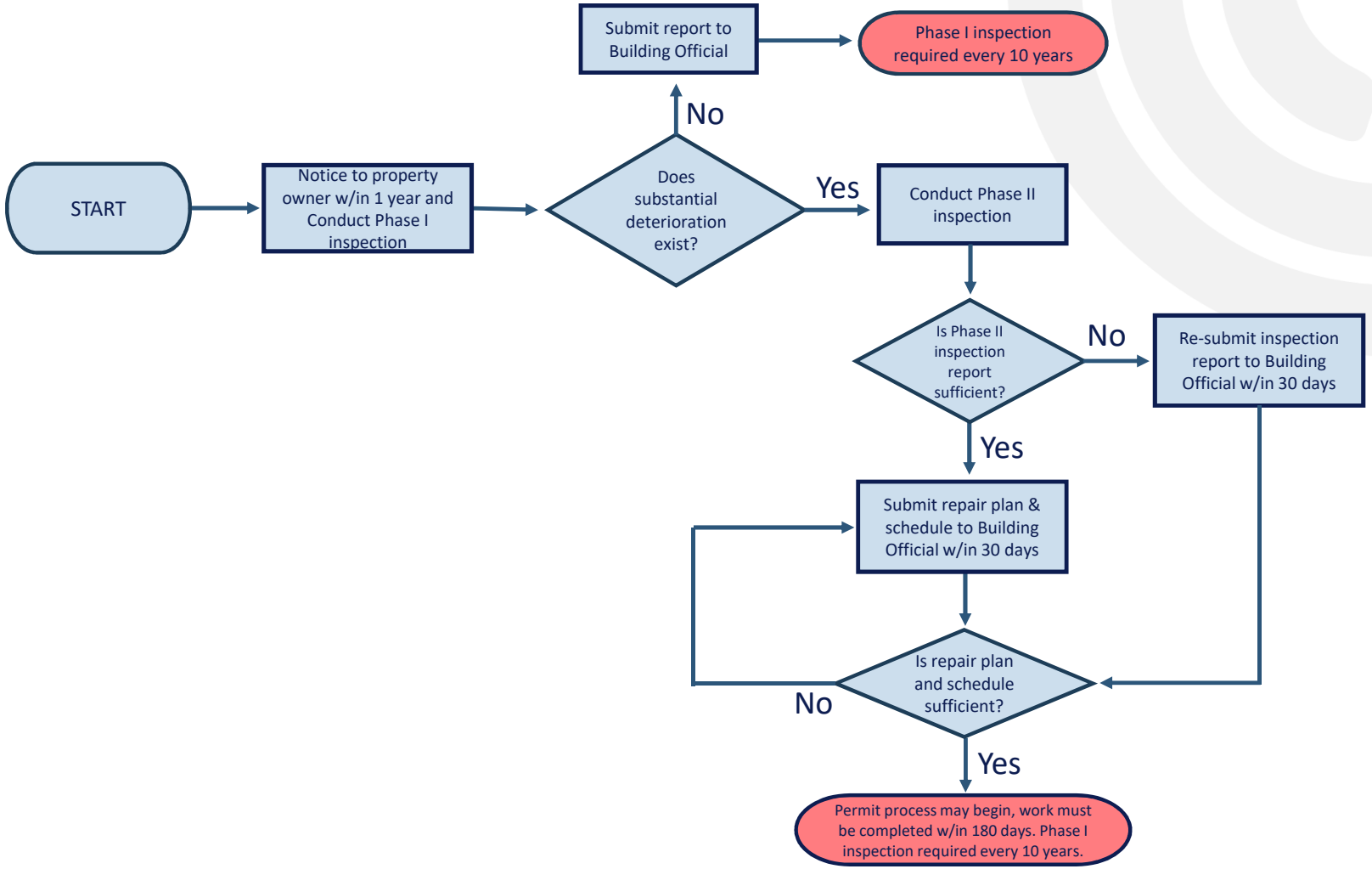
i. The Phase II inspection, the licensed professional must submit a repair plan and schedule to the Building Official within 30 days.

ii. Once the corrections have been completed, the licensed professional shall re-inspect the areas noted on the original report and shall provide the Building Official a signed and sealed letter or electronically signed, stating all corrections have all been completed.

1. The owner(s) will have 180 days from the date of the report to permit and correct the deficiencies.

c. Failure of the owner(s) to satisfy the Phase I or Phase II requirements will result in enforcement action by the Building Official through the Special Magistrate.

RECERTIFICATION PROCEDURE FOR AFFECTED STRUCTURES



MANAGEMENT TEAM

JOHN KUNTZMAN

Building Official

561-742-6376

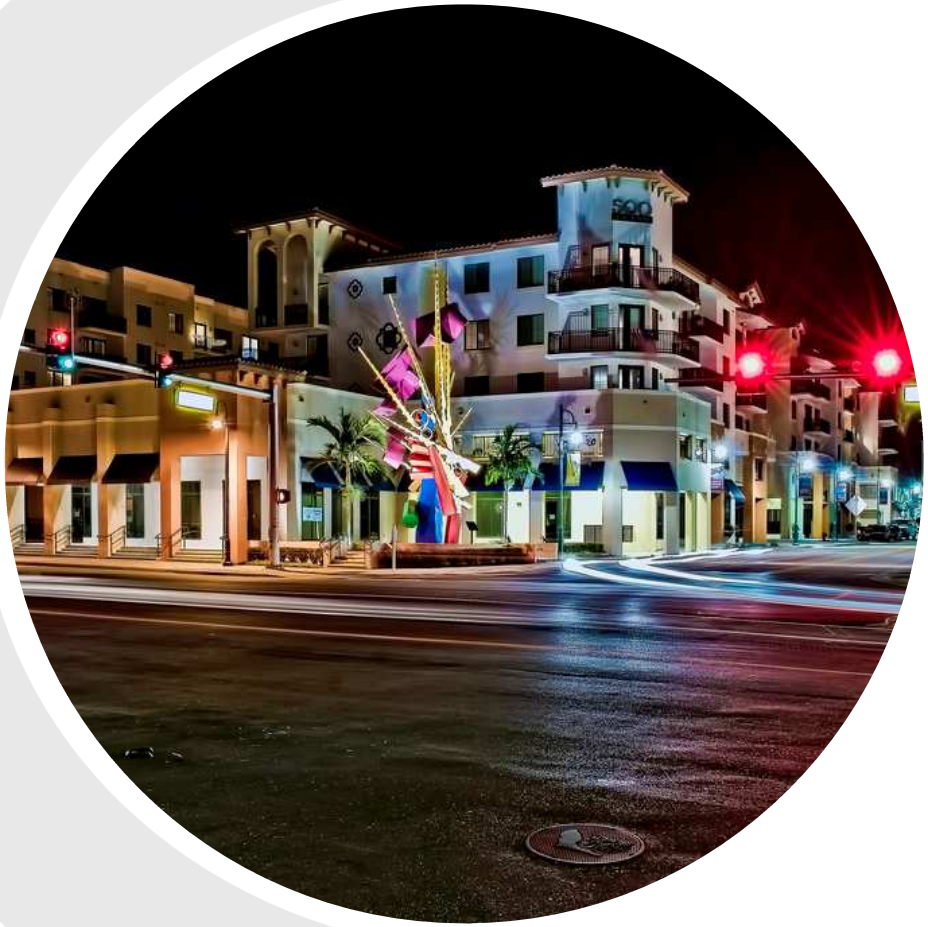
KuntzmanJ@BBFL.US

MICHAEL BALUYOT

Deputy Building Official

561-742-6367

BaluyotM@BBFL.US



THANK YOU

KUNTZMANJ@BBFL.US
BALUYOTM@BBFL.US

561-742-6376
561-742-6367

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Resolution No. R22-170 - Authorize the Mayor to sign a First Amendment to the Interlocal Agreement with Boynton Beach Community Redevelopment Agency to provide an additional $500,000 in funding for the construction of the Boynton Beach Boulevard Complete Streets Project. With the Amendment, the CRA will now fund up to $1.5 Million. The Adopted FY 2022/2023 budget for the 302 Fund will be amended from $4,921,527 to $5,315,527.

Explanation of Request:
In 2018, the Boynton Beach Community Redevelopment Agency (BBCRA), on behalf of the City of Boynton Beach (City), was awarded the Palm Beach Transportation Planning Agency (TPA) 2018 Local Initiative Grant and Federal Highway Administration Federal Lands Access Program (FLAP) Grant to redevelop Boynton Beach Boulevard (BBB) between NW 4th Street and US 1/Federal Highway into a Complete Street (see Attachment I).

In June 2020, City Commission adopted the following resolutions:

- Resolution No. R20-044 to enter into a Locally Funded Agreement (LFA) with Florida Department of Transportation (FDOT) for the payment of the City's portion of the design cost;
- Resolution No. R20-045 to enter into a ILA (see Attachment II) with the BBCRA for the funding of the City's portion of the design ($250,000) and construction ($1 Million) costs; and
- Resolution No. R19-064 authorizing FDOT to proceed with design, construction, and administration of the BBB Complete Street Project.

In July 2022, City Commission adopted Resolution No. R22-089 authorizing the City of Boynton Beach to execute the LFA with FDOT. The LFA (see Attachment III) documented the terms and conditions regarding the total construction cost of the project at $5,105,383 and the City of Boynton Beach's portion of construction funding at $1,105,383.

The First Amendment to the Interlocal Agreement between the City and BBCRA (see Attachment IV) for funding of the BBB Complete Street Project increases construction funding from $1 Million to $1.5 Million due to increased construction costs and accounts for potential escalation of construction costs up to Fiscal Year 2023 - 2024.

How will this affect city programs or services?
The design will help connect neighborhoods with Town Square, schools, retail, services, marina, parks, and offices.

Fiscal Impact:
Funding for this project will be allocated in account #302-4905-580.63-08, project #TR2302.

Grant Funding:

- Palm Beach Transportation Planning Agency (TPA) 2018 Local Initiative (LI) Grant, $2,232,414 ($848,433 Local Funds), available in 2023
- Federal Land Access Program (FLAP), $631,530 for design fees (20% local match)

Alternatives:
1. Approve the First Amendment to the Interlocal Agreement between the City and BBCRA to fund the design and construction related costs not to exceed $1.5 Million for the Boynton Beach Boulevard Complete Street Project and authorize the Mayor to execute the document subject to final review by legal counsel.

2. Do not approve the First Amendment to the Interlocal Agreement between the City and BBCRA to fund the design and construction of the Boynton Beach Boulevard Complete Street Project.

Strategic Plan: Culturally Distinct Downtown, Building Wealth in the Community, Transportation and Mobility

Strategic Plan Application:
This project improves Boynton Beach Blvd, the main access road from I-95 to the Downtown area.

The approval of this item will assist in the furtherance of:
- Boynton Beach Greenways, Blueways and Trails Plan
- Boynton Beach CRA Plan
- Boynton Beach Climate Action Plan (CAP)

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Resolution	Resolution approving First Amendment to ILA with CRA and Budget Amendment
🗋	Amendment	Attachment IV - First Amendment ILA
🗋	Location Map	Attachment I - Location Map
🗋	Interlocal Agreement	Attachment II - BBB Complete Street ILA
🗋	Agreement	Attachment III - City LFA with FDOT
🗋	Exhibit	Amendment Exhibit

RESOLUTION NO. R22-170

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE AN ADDITIONAL $500,000 IN FUNDING FOR THE CONSTRUCTION OF THE BOYNTON BEACH BOULEVARD EXTENSION PROJECT; AMENDING THE ADOPTED FY 2022/2023 BUDGET FOR THE 302 FUND FROM $4,921,527 TO $5,315,527; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2018, the Boynton Beach Community Redevelopment Agency (BBCRA), on behalf of the City of Boynton Beach (City), was awarded the Palm Beach Transportation Planning Agency (TPA) 2018 Local Initiative Grant and Federal Highway Administration Federal Lands Access Program (FLAP) Grant to redevelop Boynton Beach Boulevard (BBB) between NW 4th Street and US 1/Federal Highway into a Complete Street; and

WHEREAS, in June 2020, City Commission an Interlocal Agreement with the BBCRA for the funding of the City's portion of the design ($250,000) and construction ($1 Million) costs; and

WHEREAS, in July 2022, City Commission authorized the City of Boynton Beach to sign the Locally Funded Agreement with FDOT which documented the terms and conditions regarding the total construction cost of the project at $5,105,383 and the City of Boynton Beach's portion of construction funding at $1,105,383

WHEREAS, the First Amendment to the Interlocal Agreement between the City and BBCRA for funding of the BBB Complete Street Project increases construction funding from $1 Million to $1.5 Million due to increased construction costs and accounts for potential escalation of construction costs up to Fiscal Year 2023 - 2024; and

WHEREAS, a budget amendment is required in order to complete this; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign a First Amendment to the Interlocal Agreement with Boynton Beach Community Redevelopment Agency to provide an additional $500,000 in funding for the construction of the Boynton Beach Boulevard Complete Streets Project; and to amend the Adopted FY 2022/2023 budget for the 302 Fund from $4,921,527 to $5,315,527.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign a First Amendment to the Interlocal Agreement with Boynton Beach Community Redevelopment Agency to provide an additional $500,000 in funding for the construction of the Boynton Beach Boulevard Complete Streets Project. A copy of the First Amendment to the Interlocal Agreement is attached hereto and incorporated herein as Exhibit "A".

Section 3. The Adopted Fiscal Year 2022/2023 budget for the 302 Fund is hereby amended from $4,921,527 to $5,315,527.

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

PASSED AND ADOPTED this 14th day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE E. BOYNTON BEACH BOULEVARD STREETSCAPE BEAUTIFICATION AND COMPLETE STREET PROJECT

This FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE E. BOYNTON BEACH BOULEVARD STREETSCAPE BEAUTIFICATION AND COMPLETE STREET PROJECT ("First Amendment") is entered into by and between the City of Boynton Beach ("CITY") and the Boynton Beach Community Redevelopment Agency ("CRA") (collectively referred to as the "Parties").

WHEREAS, the Parties previously entered into the INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE E. BOYNTON BEACH BOULEVARD STREETSCAPE BEAUTIFICATION AND COMPLETE STREET PROJECT ("Interlocal Agreement"); and

WHEREAS, the CITY has requested and the CRA desires to provide additional funding for a project known as the E. Boynton Beach Boulevard Streetscape Beautification and Complete Street Project ("Project"); and

WHEREAS, the CRA Board finds that the Project site is within the CRA Area and that the Project and will provide traffic calming measures, enhance the pedestrian environment and connectivity of uses along the Boynton Beach Boulevard, accommodate different modes of transportation within the CRA Area, and provide the opportunity to redevelop the area within the Project in accordance with the Plan; and

WHEREAS, the changes to the Project precipitating the request for additional funding are consistent with the intent of the Project described in the Interlocal Agreement; and

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

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

1) **Incorporation.** The recitals and other information above is hereby incorporated herein as if fully set forth.

2) **Amendment.** Paragraph 2.b. of the Interlocal Agreement is amended as follows:
   b. After October 1, 2022, the City may request additional funding from the CRA for construction associated with the Project, including for any construction deposit the City is required to pay to FDOT. The CRA may, in its sole discretion, agree to provide such funding in an amount to be mutually agreed to by the Parties at a later date, but which in no case will exceed One Million Five Hundred Thousand and 00/100 Dollars (~~$1,000,000~~ $1,500,000.00).

3) **General.** Except as expressly set forth in this First Amendment, the Interlocal Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the CRA and the CITY. This First Amendment any be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original. To the extent of any conflict between the Interlocal Agreement and this First Amendment, this First Amendment shall control.

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

Approved as to Form:

_____
Office of the CRA Attorney

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ty Penserga, CRA Board Chair

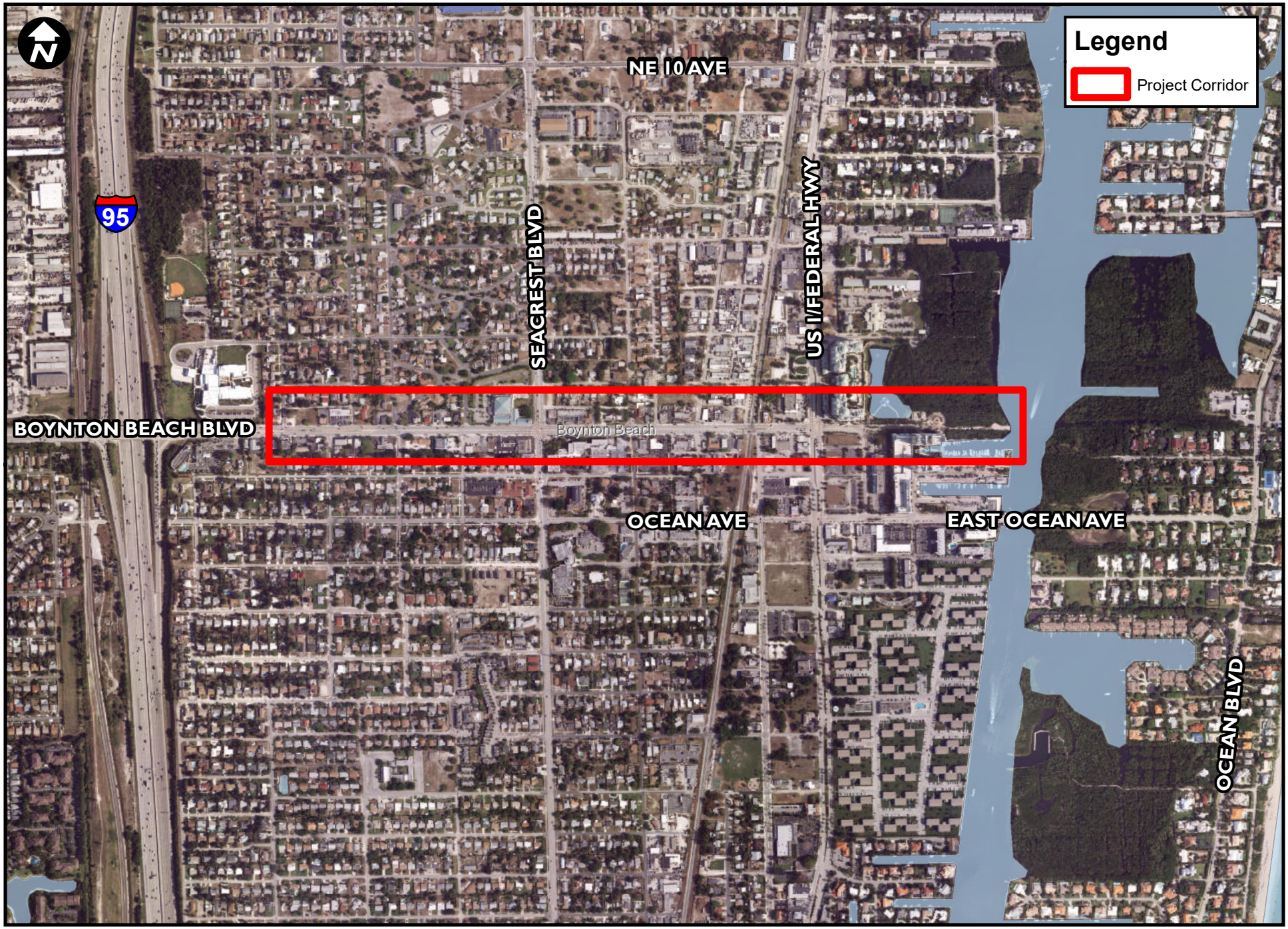
Approved as to Form:

_____
Office of the CITY Attorney

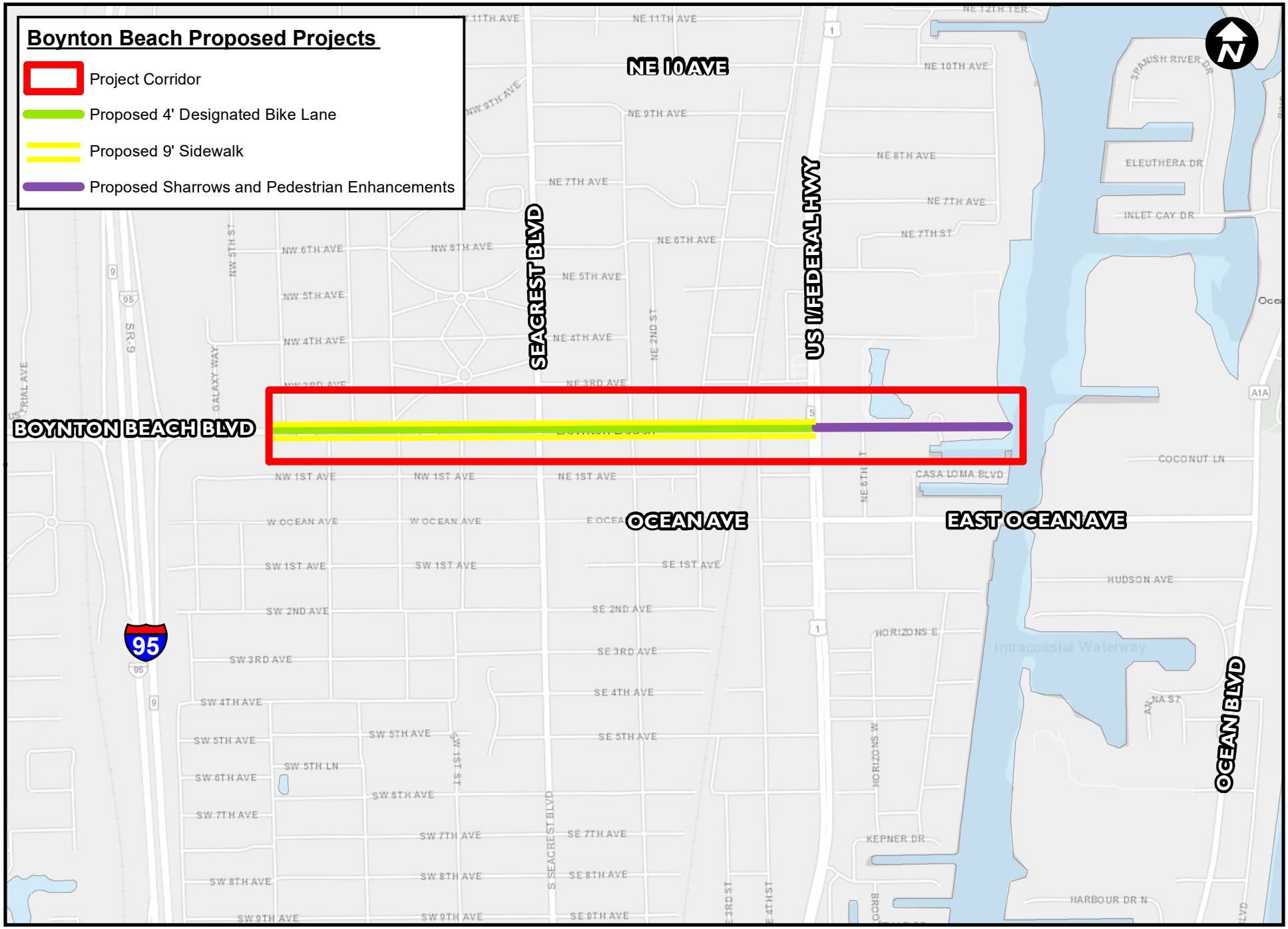
CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

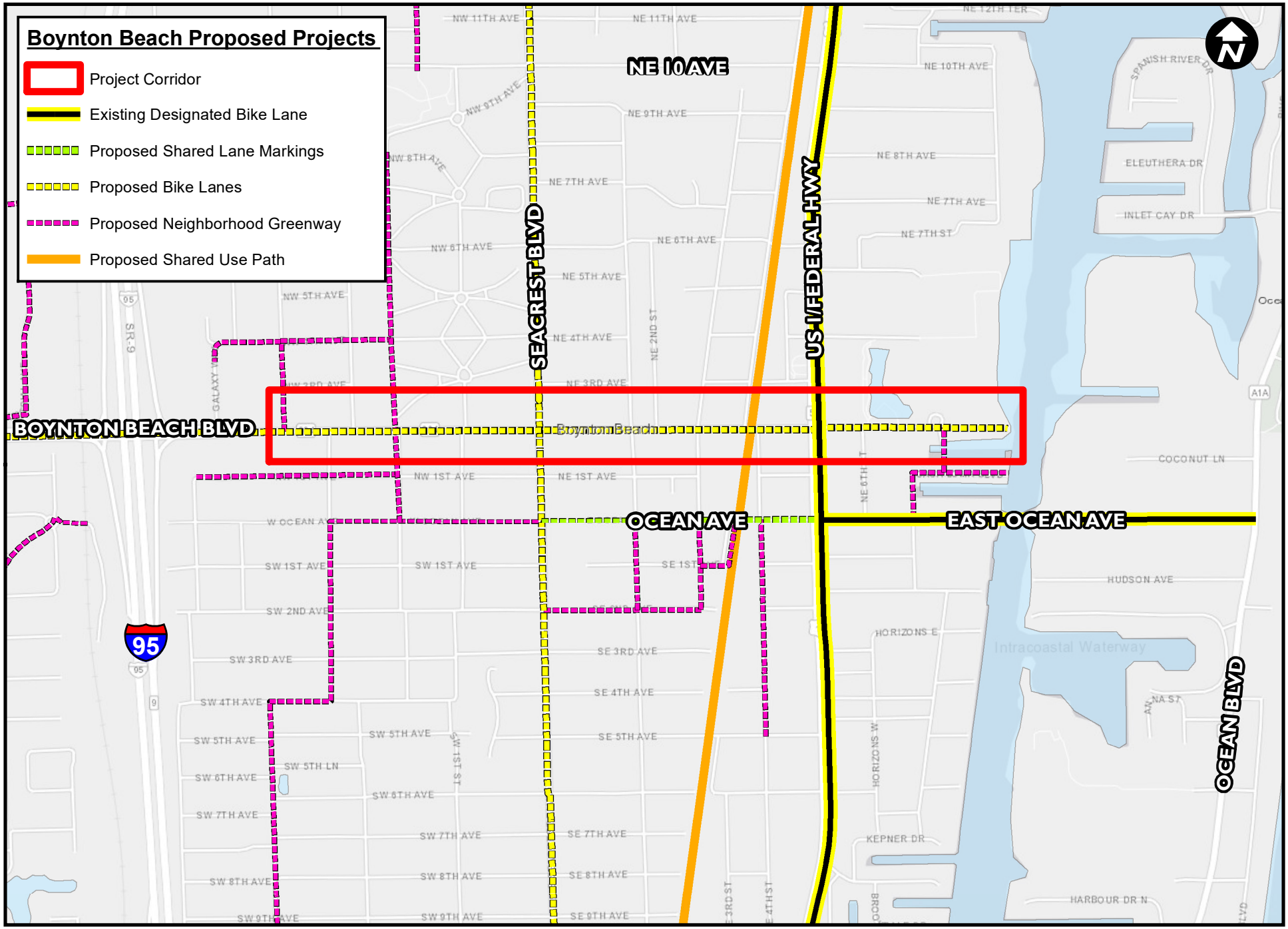
BOYNTON BEACH BOULEVARD COMPLETE STREETS IMPROVEMENTS

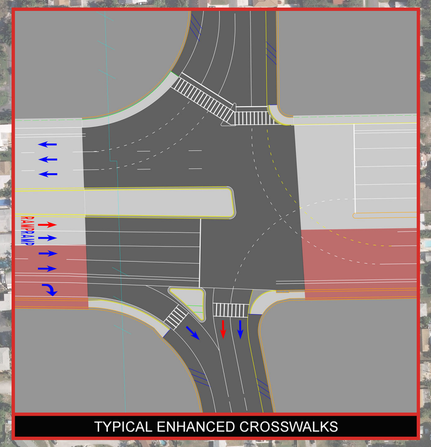


BOYNTON BEACH BOULEVARD COMPLETE STREETS IMPROVEMENTS



BOYNTON BEACH BOULEVARD COMPLETE STREETS IMPROVEMENTS





SEE INSET FOR NB I-95 ON RAMP

LEGEND

- PROPERTY LINE
- EXISTING R/W
- PROPOSED R/W
- EXISTING LIMITED ACCESS R/W
- PROPOSED LIMITED ACCESS R/W
- EXISTING ROADWAY
- PROPOSED ROADWAY
- EXISTING BRIDGE
- PROPOSED BRIDGE
- EXISTING LANES
- PROPOSED LANES

N

1 in = 150 Feet

BEGIN PROJECT

END PROJECT

Proposed City/CRA Project Corridor Starts (Western Limit)

#1 & #18

#17

#13

#9

#15

Old Boynton Road

Boynton Beach Blvd.

804

NW 7th Court

NW 7th Street

W Industrial Ave.

Industrial Ave.

SOUTH FLORIDA RAIL CORRIDOR / CSX RR

INTERSTATE 95

NW 4th Avenue

Galaxy Elementary School

NW 4th Street

NW 3rd Street

NW 2nd Street

NW 3rd Court

NW 1st Street

First Baptist Church of Boynton Beach

N Seacrest Blvd.

Wendy's

BP

Lloyd Plaza

7-Eleven

Gateway Centre

Medical Offices

The Inn at Boynton Beach

NW 3rd Street

Marathon Gas

NW 2nd Street

NW 1st Street

U.S. Post Office

NW 1st Avenue

NW 6th Street

NW 7th Street

W Ocean Avenue

SW 1st Court

W Ocean Drive

FDOT BOYNTON BEACH I-95 INTERCHANGE ADJACENT PROJECT

(Project map provided to show how existing FDOT project connects to the proposed project corridor)

SR 9/I-95 PD&E Study
FPID No(s): 438504-1-22-01 & 231932-1-22-01
ETDM No(s): 14180 and 14181

FDOT

Boynton Beach Blvd. @ I-95 Interchange
Alternative 2: Streamlined CDA

PROJECT SCHEDULE & PRELIMINARY COSTS

SR 9/I-95
at Boynton Beach Blvd
and Gateway Blvd
PD&E Study

FDOT

Financial Project ID No(s) 435804-1-22-01 23 & 231932-1-22-01
ETDM No(s).: 14180 and 14181

Overall Project Schedule		
	Recommended Alternatives	
	Boynton Beach Boulevard	Gateway Boulevard
PD&E	2015 - 2017	2015 - 2017
Design	2017 - 2020	2017 - 2020
Right of Way	>2020	>2020
Construction	>2020	>2020
Preliminary Cost Estimate *		
Design	$ 5,150,000	$ 6,000,000
Right of Way	$ 19,283,602	$ 11,002,320
Construction	$ 32,137,440	$ 40,515,317

*Programmed Costs

RESOLUTION NO. R20-045

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO FUND THE COMPLETE STREETS DESIGN AND CONSTRUCTION OF BOYNTON BEACH BOULEVARD BETWEEN NW 4TH STREET AND FEDERAL HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 12, 2020 the Boynton Beach CRA approved the Interlocal Agreement between the City of Boynton Beach and the CRA to fund the design and construction of the Boynton Beach Boulevard complete streets and vision zero project from NW 4th Street to Federal Highway (US-1); and

WHEREAS, on June 18, 2019, the City Commission approved resolution R19-064, authorizing the Florida Department of Transportation to proceed with the design, construction and administration of the project; and

WHEREAS, on April 24, 2019 the USDOT/FHA selected the Boynton Beach Boulevard complete streets project for award through the Federal Lands Access Program (FLAP) grant in the amount of $631,530 to fund design costs; and

WHEREAS, on September 20, 2018 the Palm Beach TPA adopted the Boynton Beach Boulevard complete streets project in the FY20-24 priority projects list and was prioritized federal funding in the amount of $2,232,414 dollars; and

WHEREAS, as contemplated in the ILA the CRA will fund the design up to $250,000 in fiscal year 19/20 and the construction up to $1 Million in fiscal year 22/23; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign an Interlocal Agreement with the Boynton Beach Community Redevelopment Agency to fund the complete streets design and construction of Boynton Beach Boulevard between NW 4th Street and Federal Highway.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency to fund the complete streets design and construction of Boynton Beach Boulevard between NW 4th Street and Federal Highway, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this 2nd day of June, 2020.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Ty Penserga	✓	
Commissioner – Justin Katz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Christina L. Romelus	✓	
VOTE	5-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH INCORPORATED 1920 FLORIDA

R20-045

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE E. BOYNTON BEACH BOULEVARD STREETSCAPE BEAUTIFICATION AND COMPLETE STREET PROJECT

THIS AGREEMENT ("Agreement") is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA"). The City and the CRA may be referred to in this Agreement individually as a "Party," or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Cultural District and the Boynton Beach Boulevard District as those Districts are described in the Plan; and

WHEREAS, the City and the CRA desire to provide funding for a project known as the E. Boynton Beach Boulevard Streetscape Beautification and Complete Street Project ("Project"), as further described in Exhibit "A," Scope of Work, which is hereby incorporated herein; and

WHEREAS, the City and CRA have obtained state and federal grants to fund portions of the Project; and

WHEREAS, the City has previously adopted City of Boynton Beach Resolution R19-064 (attached hereto as Exhibit "C) authorizing the Florida Department of Transportation to design, construct, and administer the Project; and

WHEREAS, the Project falls within the Community Redevelopment Area ("CRA Area"), and more specifically, in the Cultural District and the Boynton Beach Boulevard District, as shown on Exhibit "B," Location Map, which is hereby incorporated herein; and

WHEREAS, the CRA desires to provide funding for certain eligible expenses related to the Project, and; and

WHEREAS, the City has decided to move forward with the Project, which includes the design through construction phases of the Project; and

WHEREAS, the Project furthers the CRA's Community Redevelopment Plan ("Plan") because the Project will provide traffic calming measures, enhance the pedestrian environment and connectivity of uses along the Boynton Beach Boulevard, accommodate

different modes of transportation within the CRA Area, and will provide the opportunity to redevelop the area within the Project in accordance with the Plan; and

WHEREAS, the CRA is limited by § 163.370(3), Florida Statutes from making certain expenditures; and

WHEREAS, the CRA desires to reimburse the City for certain expenses related to the Project that are not prohibited by the Florida Statutes and are consistent with the Plan; and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds to implement the Project, to be consistent with the Plan and Florida Statutes; and

WHEREAS, the CRA and the City find that this funding agreement serves a municipal and public purpose, furthers the Plan, and is in the best interest of the health, safety, and welfare of the residents and business owners within the CRA Area;

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

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

2. **Obligations of the CRA.** The CRA shall provide funding to the City, on a reimbursement basis only, for eligible expenses related to the Project, consistent with the terms of this Agreement. Eligible expenses are those expenses that are consistent with the requirements of Florida Statutes, consistent with the Plan, directly related to the Project as described in Exhibit A, and in compliance with the requirements of this Agreement.

   a. For design services associated with the Project, the CRA shall provide funding to the City in an amount not to exceed **Two Hundred and Fifty Thousand and 00/100 Dollars ($250,000.00)**. The City may ask for reimbursement for such design services up to and including, but no later than, September 30, 2020. Any reimbursement request for such design services submitted after September 30, 2022, will not be reimbursed unless and until the CRA Board votes to approve the funds requested as an eligible expense.

   b. After October 1, 2022, the City may request additional funding from the CRA for construction associated with the Project, including for any construction deposit the City is required to pay to FDOT. The CRA may, in its sole discretion, agree to provide such funding in an amount

to be mutually agreed to by the Parties at a later date, but which in no case will exceed **One Million and 00/100 Dollars ($1,000,000).**

c. The CRA's obligation to provide funding to the City is contingent upon the inclusion of the funding in the CRA's approved Budget for the fiscal year in which the funds will be disbursed.

3. Obligations of the City.

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

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

c. The City shall be responsible for effectuating the Project and contracting with other entities, including the Florida Department of Transportation, as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.

d. Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the City shall provide all documents reasonably requested by the CRA or CRA's agent documentation concerning compliance with § 163.370(3), Florida Statutes and this Agreement.

4. Reimbursement of Funds

a. The CRA shall disburse funding to the City for the reimbursement of direct expenses related to the Project consistent with the Plan and the terms of this Agreement.

b. When the City desires reimbursement funding from the CRA for eligible expenses, the City shall provide a written request for reimbursement ("Reimbursement Request") to the CRA, which shall include the following information:

i. A summary of the status of the Project;

ii. A statement and evidence that the Project is in compliance with the Plan.

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

c. Upon receipt of a Reimbursement Request from the City meeting the requirements of this Agreement, the CRA shall remit funding in the amount requested, consistent with this Agreement, to the City within thirty (30) days of receipt of the Reimbursement Request.

d. If the City submits a Reimbursement Request that the CRA deems incomplete, the CRA shall notify the City in writing. The City shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the City fails to provide the documentation required by the CRA within 30 days, only the portion of the Reimbursement Request, if any, that the CRA deems complete and eligible will be used to calculate the amount of reimbursement funding. The CRA will not reimburse the City for any portion of the request the CRA deems not to be an eligible expense or the CRA deems to be otherwise ineligible for reimbursement.

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

6. Indemnification. The City shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages, or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the City to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party

assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

7. Term of the Agreement. This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and shall terminate on September 30, 2024 ("Termination Date"). The CRA shall not be required to reimburse the City for any untimely requests or requests submitted after this Agreement has terminated. The term of the Agreement may be extended one time for a period of one year and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for intended purposes of this Agreement in the subsequent fiscal year's budget. Such extension is only effective upon the execution of a written amendment signed by both Parties. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

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

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

10. Default. If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party, and may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents of the City and CRA Area. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed

by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

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

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

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

14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be achieved. To that end, this Agreement is declared severable.

15. Governing Law and Venue. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

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

17. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice.

CITY:
Lori LaVerriere, City Manager
P.O. Box 310
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33425

CRA:
Michael Simon, Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, Florida 33435

Copies To:
James A. Cherof
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Tara Duhy, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

18. No Transfer. The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party. By signing this

Agreement, the CRA provides its written consent for the City to assign the City's obligations under this Agreement for the design, construction, and administration of the Project to FDOT as provided for in City of Boynton Beach Resolution R19-064, but does not provide its written consent for the City to assign any of the City's rights under this Agreement to any party.

19. Interpretation. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

20. Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed electronically. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

21. Survival. The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.

22. Time is of the Essence. The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

23. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the each party shall be responsible for its own attorneys' fees and costs.

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

ATTEST:

Crystal A. Gibson

CITY Clerk

CITY OF BOYNTON BEACH,
a Florida municipal corporation

By: S. B. G.

Steven B. Grant, Mayor

Date: 6/9/2020

(SEAL)

Approved as to Form:

6/4/2020

Office of the CITY Attorney

Approved as to Form:

Office of the CRA Attorney

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By:

Steven B. Grant, Chair

Date: 5/27/2020

EXHIBIT "A"

SCOPE OF WORK

The following details the description of the project services to be performed by the Florida Department of Transportation (Department) under the project FM Number 444079-1 (City of Boynton Beach Various Locations) on behalf of the City of Boynton Beach utilizing the FHWA FLAP Grant along with the Local Funds as agreed with the City.

Scope Definition:

The project consists of Complete Streets improvements along Boynton Beach Blvd, between NW 4th Street and US 1/Federal Highway. The proposed improvements consist of lanes width reduction, the expansion of the existing sidewalk on the south side of Boynton Beach Blvd to a 15' shared use path and to a 9' sidewalk on the north side, the addition of pedestrian lighting, and the installation of one pedestrian crossing. Enhanced connectivity to the intracoastal waterway and City Marina is proposed by adding shared lane markings (sharrows) from US 1 to the intracoastal. As a component of this project shared lane markings (sharrows) and signage will be added on SW 3rd Street from Ocean Ave to Boynton Blvd and on Ocean Ave between SW 3rd Street and US 1.

Scope Elements:

ADA

ADA compliant sidewalk with curb ramps. Detectable warning surfaces shall be provided at the existing sidewalks and curb ramp locations in addition to any proposed curb ramp locations. All improvements shall meet the current ADA and FDOT standards.

Drainage

Drainage modifications are associated with the proposed improvements due to the expansion of the existing sidewalk. New inlets will connect to the existing drainage system in Boynton Beach Blvd. Specific permitting associated with drainage will be obtained.

Environment Permit

Department will acquire all necessary Environmental/ Drainage Permits.

Landscaping/Hardscape

Landscape enhancements include the addition of trees and shrubbery added along the corridor in both the median as well as incorporated into the widened pedestrian sidewalk. Irrigation sleeves shall be included in the project cost. Due to work mix and funding type, landscape will not be eligible to be included with the project, even with local funds.

Lighting

The existing streetlights will be impacted by the roadway modifications. Lighting along both sides of the corridor will be replaced with dual head light poles that provide a light facing the street for vehicles and a light facing the pedestrian zones for pedestrians.

Signalization

A midblock crosswalk to be installed on Boynton Beach Boulevard just east of SW/NW 2nd Street, along with the rectangular rapid flashing beacons (RRFB) to enhance the visibility. The midblock warrant analysis has been completed and approved by the Department. Pedestrian crossing will facilitate school children walking from school to adjacent neighborhoods. New pedestrian push buttons will be installed at Seacrest intersection since the wider sidewalk will make buttons too far from proposed ramps.

Signing and Marking

Update signs and pavement markings to accommodate the proposed bike lanes, reduced travel lanes widths and widener sidewalks. Additional markings to be included due to proposed pedestrian crossing. Sharrows are proposed east of Federal Hwy on both directions on Boynton Beach Blvd. Sharrows to be also included along SW 3rd St from W Boynton Beach Blvd to W Ocean Ave and along W. ocean Ave from SW 3rd St to US1/ Federal Hwy. Dynamic Envelope pavement marking will be provided on the rail crossing (272480N).

Typical Section

Existing Typical Section

The existing typical section consist of an urban section of two (2) 11' lanes in each direction with a 11' dual left turn lane in the median with 3' shoulder, curb and gutter and 7.5' sidewalk on both sides.

Proposed Typical Section

The proposed typical section consists of two (2) 10' lane in each direction (sharrows) with a 10' dual left turn lane in the median, curb and gutter at the outside at both sides with a 15' shared use path on the south side and a 9' sidewalk on the north side.

Utilities

Existing and future utility infrastructure will be improved along the corridor by undergrounding but will be funded by the City. There are no proposed utilities associated with this project. However, some existing utilities may need to be relocated. Local Agency is responsible for any utility adjustments/costs.

EXHIBIT 'B"

LOCATION MAP

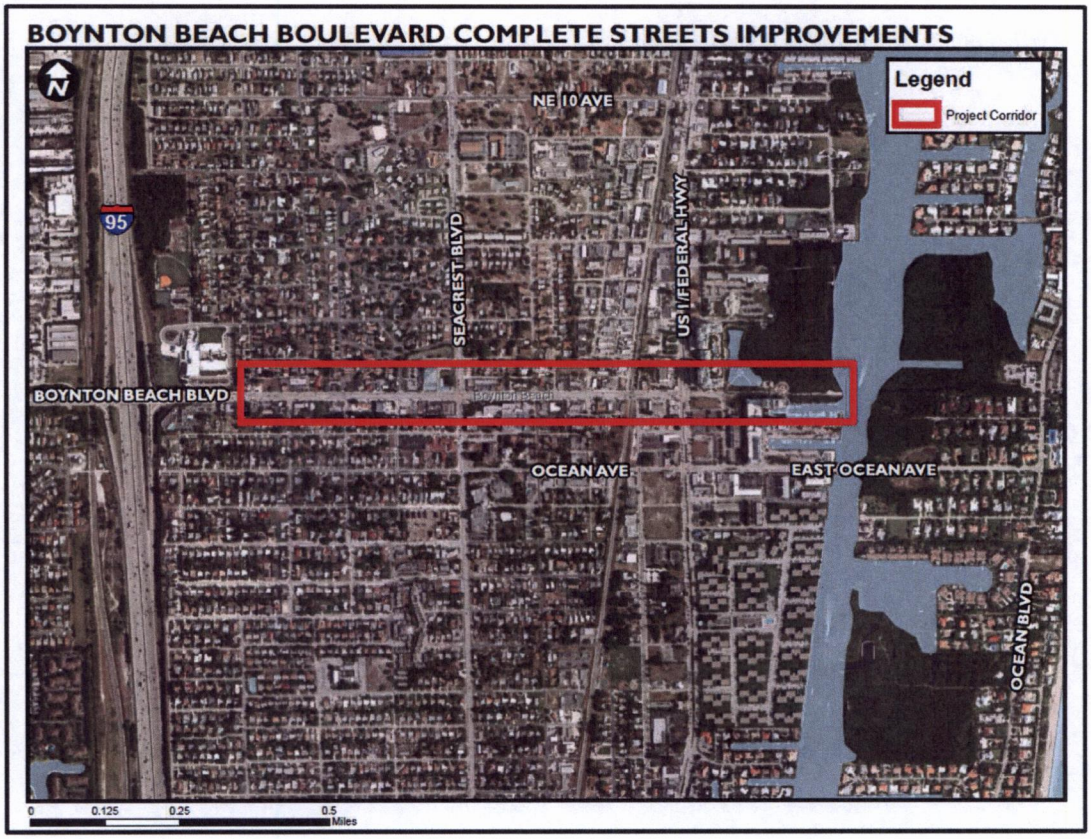


EXHIBIT 'C"

RESOLUTION NO. R19-064

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROCEED WITH THE DESIGN, CONSTRUCTION AND ADMINISTRATION OF THE BOYNTON BEACH BOULEVARD COMPLETE STREETS PROJECT BETWEEN NW 3RD STREET AND FEDERAL HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Lands Access Program (FLAP) was created by the "Moving Ahead for Progress in the 21st Century Act" and continued in the "Fixing America's Surface Transportation" (FAST) Act of 2015 to improve state and local transportation facilities that provide access to and though federal lands for visitors and recreationists; and

WHEREAS, the Boynton Beach Community Redevelopment Agency (CRA), on behalf of the City, submitted a project application for a FLAP Grant that would help fund the Boynton Beach Boulevard Complete Streets project; and

WHEREAS, on April 24, 2019, this project was selected and fully funded (for $631,530) for use towards Engineering design of the full project (see attachment 1 – Award Letter); and

WHEREAS, the project is currently included in the Florida Department of Transportation (FDOT) work program for design in Fiscal Year 2021 and construction in Fiscal Year 2023; and

WHEREAS, FDOT will be responsible for the design, construction, and administration of the project.

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

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

Section 2. The City Commission authorizes FDOT to proceed with design and construction of the Boynton Beach Boulevard Complete Street Project.

Section 3. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 18 day of June, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Queenester Nieves, Deputy City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH FLORIDA 1920

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

July 12, 2022

Mr. Gary Dunmyer, PE
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, Florida 33435

RE: Locally Funded Agreement (LFA)
FM: 444079-1-52-01
Description: Removal of bike lanes, construction (installation) of sidewalk on north and south side of roadway, construct (install) new drainage inlets, installation of pedestrian signals, construct hardscape/decorative sidewalk, and installation of tree grates during the Department's Complete Street Improvements at various locations along Boynton Beach Blvd. from NW 3rd Street and US1/Federal Highway

Dear Mr. Dunmyer:

Enclosed please find a copy of a fully executed Locally Funded Agreements for the Project referenced above. Also included is a copy of the Resolution No. R22-089. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

Leos Kennedy

Leos A. Kennedy, Jr.
Program Management Unit
District Four

enc: LFA
copy: Leslie Wetherell, P.E., Project Manager
Mark Madgar, Work Program Manager
LFA Section
File

DocuSign Envelope ID: BFCF09C7-1D4B-415F-B52E-1664D5C12007

FM No: 444079-1-52-01
FEID No: VF-596-000-282

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this 12th day of July 20 22, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Boynton Beach located at 100 E. Ocean Avenue, Boynton Beach, Florida 33435, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT for construction work related to the DEPARTMENT's complete street improvements at various locations along Boynton Beach Blvd. from NW 3rd Street and US-1/Federal Highway in Palm Beach County, Florida. (Financial Management (FM) Number 444079-1-52-01, Funded in Fiscal Year 2023/2024); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: Removal of bike lanes, construction (installation) of sidewalk on north and south side of roadway, construct (install) new drainage inlets, installation of pedestrian signals, construct hardscape/decorative sidewalk, and installation of tree grates (Financial Management (FM) number 444079-1-52-01, Funded in Fiscal Year 2023/2024) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT, and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. R22-089 dated the 5th day of July 2022, a copy of which is attached hereto and made a part hereof, authorizes the Mayor, Vice-Mayor, or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.

3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys, and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

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4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.

5. The total cost of the Department's construction work and the Project is estimated to be FIVE MILLION ONE HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS ($5,105,383.00). The PARTICIPANT's share of the Project is an estimated amount of ONE MILLION ONE HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS ($1,105,383.00), which sum shall be paid to the DEPARTMENT.

   The difference between the total cost of the actual bid minus the DEPARTMENT's share is hereinafter defined as the "Total Project Cost". In the event the Total Project Cost is less than the funds provided, the difference will be refunded to the PARTICIPANT. In the event the Total Project Cost, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

   (A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of ONE MILLION ONE HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS ($1,105,383.00) towards the Project Costs.

   In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

   Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 444079-1-52-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 444079-1-52-01.

   Payment shall be mailed to:
   Florida Department of Transportation
   Office of Comptroller
   General Accounting Office, LFA Section
   605 Suwannee Street, MS 42B
   Tallahassee, Florida 32399

   In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

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Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT – K 11-78, Financial project #444079-1-52-01

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Tia Parnell at 850-414-4886. In addition to calling Ms. Parnell, the PARTICIPANT will send an email notification to Leos Kennedy at leos.kennedy@dot.state.fl.us stating the day and time the wire transfer was sent.

(B) If the Project costs are in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

(C) If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT 's payment for the accepted bid amount plus allowances if such refund is requested by the PARTICIPANT in writing. If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT 's payment for the accepted bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.

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(D) Should Project modifications occur that increase the PARTICIPANT's payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.

(E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

(F) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.,* on any invoice not paid within forty (40) calendar days until the invoice is paid.

(G) Upon receipt of payment, from the PARTICIPANT to the DEPARTMENT, the DEPARTMENT will then forward the PARTICIPANT's payment to the Department of Financial Services, Division of Treasury for deposit as provided in the Three Party Escrow Agreement (3PEA) between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B.**

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6. Upon completion of the Project, the PARTICIPANT will comply with the provisions set forth in Highway Maintenance Memorandum of Agreement (HMMOA) which is attached hereto and made a part hereof as Exhibit C. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of the **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.

7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

8. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 444079-1-52-01) is completed as evidenced by the written acceptance of the DEPARTMENT.

10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

11. The PARTICIPANT / Vendor/ Contractor:

    (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and

    (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings

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concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Leslie Wetherell
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, Florida 33435
Attn: Gary Dunmyer, M.B.A., P.E., City Engineer
With a copy to: City Attorney

The remainder of this page is blank.

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IN WITNESS WHEREOF, the PARTICIPANT has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of the CITY OF BOYNTON BEACH or its designee, as authorized by Resolution No. R22-089, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its Director of Transportation Development or authorized designee:

CITY OF BOYNTON BEACH

BY: _____
NAME: E. Ty Penserga
TITLE: Mayor

ATTEST:

BY: _____
CITY CLERK (SEAL)

APPROVED:

BY: _____
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: John Olson 7/11/2022 | 4:53 PM EDT
D38BA4C842F840E...
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

APPROVED: (AS TO FORM)

DocuSigned by:
BY: Francine Steelman
43DE6BB3D3BF464...
OFFICE OF THE GENERAL COUNSEL

APPROVED:

DocuSigned by:
BY:
7CE57988DE6E4F7...
DISTRICT PROGRAM MGMT. ADMINISTRATOR

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Exhibit A
Scope of Services
FM# 444079-1-52-01
SR-804/Boynton Beach Blvd from NW 3rd St to US-1

The project consists of Complete streets improvements along with reconstruction SR-804/Boynton Beach Blvd as part of the DEPARTMENT's complete streets initiative. The DEPARMENT will construct the following to include, but not limited to:

- Relocation of the curb and gutter to accommodate
  - Lane width reduction
  - Removal of bike lanes
  - 15' sidewalk on south side of roadway (with 12' continuous sidewalk)
  - 9' sidewalk on north side of roadway (with 6' continuous sidewalk)
- Milling and resurfacing of roadway, includes reconstruction in some areas
- Signing and pavement markings including the addition of sharrows
- New drainage inlets connecting to existing drainage system due to the relocation of the curb and gutter
- New pedestrian signals/push buttons installed at US-1/Seacrest intersection and on the west leg of US-1/SR-804 intersection due to the relocation of the curb and gutter
- Impacted loops and pull boxes replaced at US-1/Seacrest intersection and on the west leg of US-1/SR-804 intersection
- Hardscape/decorative sidewalk
- Installation of tree grates for future landscape opportunities

Also includes addition of sharrows on the following local streets:

- NW 3rd St from Ocean Ave to SR-804/Boynton Beach Blvd
- Ocean Ave from NW 3rd St to US-1
- Boynton Beach Blvd from US-1 to the marina/ intracoastal waterway

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Exhibit B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Boynton Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Complete streets improvements
Project #: 444079-1-52-01
County: Palm Beach County

WHEREAS, FDOT and Participant desire to establish an escrow account for the Project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

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6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage, or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

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IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

Title

F-596-000-282-025
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

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EXHIBIT C

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH CITY OF BOYNTON BEACH

DocuSign Envelope ID: BFCF09C7-1D4B-415F-B52E-1664D5C12007

SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this _____day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and City of Boynton Beach, a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over NW 3rd St, Ocean Ave and Boynton Beach Blvd. respectively, as part of the City of Boynton Beach roadway system from Ocean Ave to SR-804/Boynton Beach Blvd, NW3rd St/SW 3rd St to SR-5/US-1/Federal Highway, and SR-5/US-1/Federal Highway to the marina/intracoastal waterway respectively; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the AGENCY to maintain the project; and **WHEREAS**, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 444079-1-52-01, which involves pavement markings hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the DEPARTMENT may not spend state funds for off-system projects; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the _____day of _____ , 20__, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

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2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.

3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project.

4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.

5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated July 2022, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022, as amended (d) Standard Specifications for Roadway and Bridge Construction dated July 2022, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, pavement markings.

   a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.

   b. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.

6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.

7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.

8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be solely responsible for ensuring that the Project remains in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the

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AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. The AGENCY shall be the applicant for all occupancy permits that are required for the Project.

9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. At its own expense, the AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statues 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to timely comply with said request.

    a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.

10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.

11. E-Verify requirements: The AGENCY:
    - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
    - shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

13. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.

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14. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

15. LIST OF EXHIBITS

- **Exhibit A**: Project Scope
- **Exhibit B**: AGENCY's Resolution

[This space intentionally left blank.]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:
City of Boynton Beach, through its

BOARD OF CITY COMMISSIONERS

_____

By:

_____day of _____, 20

Approved as to form by Office of City Attorney

By: _____

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

_____day of _____, 20

Approval:

_____
Office of the General Counsel (Date)

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SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing NW 3rd St, Ocean Ave and Boynton Beach Blvd right-of-way.

Signing and Pavement Markings

- ☐ Sharrows are proposed along NW 3rd St from Ocean Ave to SR-804/Boynton Beach Blvd, Ocean Ave from NW 3rd St to SR-5/US-1/Federal Highway, and Boynton Beach Blvd from SR-5/US-1/Federal Highway to the marina/intracoastal waterway

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SECTION No.: 93000-248, 93900-223, 93900-224, 93900-225
FM No.: 444079-1-52-01
AGENCY: City of Boynton Beach
C.R. No.: N/A

EXHIBIT B

AGENCY'S Resolution

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RESOLUTION NO. R22 - 089

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT'S) LOCAL FUNDED AGREEMENT, THREE PARTY ESCROW AGREEMENT, AND FDOT HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2018, the Boynton Beach Community Redevelopment Agency (CRA) was awarded a Federal Highway Administration Federal Lands Access Program (FLAP) Grant to redevelop Boynton Beach Blvd (between NW 4th Street and US 1/Federal Highway) into a Complete Street; and

WHEREAS, in June 2019, the City Commission authorized the Florida Department of Transportation to proceed with the design, construction, and administration of the Boynton Beach Boulevard Complete Streets Project, between NW 3rd Street and Federal Highway (US 1); and

WHEREAS, in June 2020, the City Commission approved a Locally Funded Agreement (LFA) and for the payment of the City's portion of the design cost; and

WHEREAS, the construction, and the City's portion of construction funding ($1,105,383) which will be reimbursed by the CRA, is scheduled for 2023; and

WHEREAS, prior to construction the FDOT requires the following agreements signed: State of Florida Department of Transportation Locally Funded Agreement, Three Party Escrow Agreement and District Four Highway Maintenance Memorandum of Agreement.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign the Florida Department of Transportation's (FDOT's) Local Funded Agreement, Three Party Escrow Agreement, and FDOT Highway Maintenance Memorandum of Agreement.

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

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Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission

Section 2. That the City Commission of the City of Boynton Beach does hereby approve and authorize the Mayor to sign the Florida Department of Transportation's (FDOT's) Local Funded Agreement, Three Party Escrow Agreement, and FDOT Highway Maintenance Memorandum of Agreement, copies of which are attached hereto and incorporated herein as Exhibits A through C.

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

PASSED AND ADOPTED this 5th day of July, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 5-0

ATTEST:

Maylee De Jesús, MMC
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

(Corporate Seal)

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Kennedy, Leos

From: Rubio, Jessica
Sent: Thursday, July 7, 2022 9:07 AM
To: D4-Program Management
Subject: FW: Responsible Charge & Selection Committee Delegation - Transportation Development (7/7/22 - 7/12/22)

FYI

Jessica Rubio | **District 4 Program Management Administrator**
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309-3421
(954)777-4626

From: Godfrey-Baker, Monifa <Monifa.Godfrey-Baker@dot.state.fl.us> **On Behalf Of** Braun, Steve
Sent: Thursday, July 7, 2022 9:03 AM
To: D4-MC <D4-MC@dot.state.fl.us>
Cc: D4-ASC <D4-ASC@dot.state.fl.us>
Subject: Responsible Charge & Selection Committee Delegation - Transportation Development (7/7/22 - 7/12/22)

While I am out of the office from Thursday July 7th through Tuesday July 12th, 2022, John Olson will be in responsible charge and have my full signature authority for D4 Transportation Development. I also delegate John Olson as the Transportation Development member of the D4 Selection Committee for Monday, July 11th, 2022.

Please afford John your usual courtesy and cooperation.

Monifa Godfrey-Baker can be contacted directly at (954) 777-4646 for immediate assistance while I am out of the office.

_____

Steven C. Braun, P.E.
Director of Transportation Development
FDOT - District Four
Steve.Braun@dot.state.fl.us
Office: (954) 777-4143
Cell: (954) 303-9192

Facebook | Twitter | Instagram | YouTube | WordPress

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2022-23, Commission Meeting 11/14/22

Exhibit A

		2022/23 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2022/23 AMENDED BUDGET	AMENDMENT related to PROJECT NUMBER	Project Name / Comments/ Vendor
CAPITAL IMPROVEMENT FUND							
302-0000-369.22-00	CRA REIMBURSEMENT	2,154,200	394,000		2,548,200		
	Adopted Fund Total Revenues	**4,921,527**	**394,000**		**5,315,527**		
302-4905-580.63-08	STREET IMPROVEMENTS	1,106,000		394,000	1,500,000	RP2302	BB Blvd Ext
	Adopted Fund Total Expenses	**4,921,527**		**394,000**	**5,315,527**		

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Report by Poonam Kalkat, Director of Utilities and Mario Guzman, Director of Public Works on the status of infrastructure within the City. - **December 6th, 2022**

Explanation of Request: Report by Poonam Kalkat, Director of Utilities and Mario Guzman, Director of Public Works on the status of infrastructure within the City.

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Continued discussion regarding a potential park in Leisureville and creating a Restrictive Covenant on this parcel, requested by Vice Mayor Cruz. - **January 2023.**

Explanation of Request:

How will this affect city programs or services?

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

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Legal options for preserving the future park site in the Meadows subdivision as green space, requested by Commissioner Kelley. - **TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Discussion regarding the potential research into a coral reef at oceanfront park to attract tourism and help repair damage caused by humans to the environment, requested by Commissioner Turkin**- TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Proposed Ordinance No. 22-024 - First Reading - Approve modifications to reduce building heights in MU-C and MU-4 Zoning Districts (CDRV 22-004) amending Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations. **(Tabled from October 18, 2022 Meeting - TBD)**

Explanation of Request:
At the request of the City Commission, this staff report outlines information regarding amendments to the maximum permitted height in the Land Development Regulations. Specifically, lowering the maximum permitted building height City-wide to 85 feet. This would affect two zoning districts: MU-C which currently allows a maximum building height of 150 feet, and MU-4 which currently allows a maximum building height of 100 feet.

Upon the adoption of the accompanying Ordinance the current building height will be amended to be as follows:

MU-1	Urban Mixed Use	45’
MU-2	Urban Mixed Use	65’
MU-3	Urban Mixed Use	75’
MU-4	Urban Mixed Use	80’
MU-Core	Urban Mixed Use	85’

How will this affect city programs or services?

Fiscal Impact:

Alternatives: None recommended.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

Type	Description
Ordinance	Ordinance approving building height amendment
Staff Report	Staff Report
Amendment	Exhibit A - Text Amendments
Exhibit	Staff Presentation

ORDINANCE NO. 22-024

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 3. ARTICLE III. SEC 1.E TABLE 3-4. MIXED USE URBAN BUILDING AND SITE REGULATIONS TO REDUCE BUILDING HEIGHTS IN MU-C AND MU-4 ZONING DISTRICTS (CDRV 22-004); PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, at the request of the City Commission, staff has provided information regarding amendments to the maximum permitted height in the Land Development Regulations, specifically, lowering the maximum permitted building height City-wide to 85 feet; and

WHEREAS, this would affect two zoning districts: MU-C which currently allows a maximum building height of 150 feet, and MU-4 which currently allows a maximum building height of 100 feet; and

WHEREAS, the City Commission of the City of Boynton Beach has considered the recommendations and has determined that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the amendments to the Land Development Regulations as contained herein.

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

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations are hereby amended as follows:

CHAPTER 3. ZONING
…
ARTICLE III ZONING DISTRICTS AND OVERLAY ZONES
…
Section 1. Overview
…

E. Mixed Use Urban Building and Site Regulations (Table 3-4).

MIXED USE, URBAN [13, 14]	MU-1	MU-2	MU-3	MU-4	MU-C
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100 [2]	150[2]	200 [2]	200 [2]
Structure Ht., Minimum (ft.)	30	30	30	30	30
Maximum Height (ft.)[3]	45	65	75	80[4]	85[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

…

4. Any use or structure with height in excess of the height maximum that was in lawful existence or vested with an approved development order at the time of adoption of Ordinance No. ___ shall not be construed as nonconforming as a result of Ordinance No. __ and can continue until such time a Major Development Application or Major Site Plan Modification is approved or a Development Order or vested project expires.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

…

Section 3. Each and every other provision of the Land Development Regulations

not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this 18th day of October, 2022.

SECOND, FINAL READING AND PASSAGE this _____ day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Michael D. Cirullo, Jr.
City Attorney

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 22-013

STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Amanda Radigan, AICP ABR Planning and Zoning Director
FROM:	Elizabeth Eassa, AICP, Senior Planner; Craig Pinder, Planner II
DATE:	September 27, 2022
REQUEST:	Approve modifications to reduce building heights in MU-C and MU-4 Zoning Districts (CDRV 22-004) amending Chapter 3. Art III. Sec 1.E Table 3-4. Mixed Use Urban Building and Site Regulations.

OVERVIEW

At the request of the City Commission, this staff report outlines information regarding amendments to the maximum permitted height in the Land Development Regulations. Specifically, lowering the maximum permitted building height City-wide to 85 feet. This would affect two zoning districts: MU-C which currently allows a maximum building height of 150 feet, and MU-4 which currently allows a maximum building height of 100 feet.

EXPLANATION & PROPOSED AMENDMENTS

History of Height

Over the last 20 years, the City has embraced redevelopment planning which has been guided by recommendations adopted within CRA plans. The adopted plans focus on the development of a downtown which included specific emphasis on the topic of height. In the year 2000, when the height maximum City-wide was 100 feet, public workshops were held for the creation of the Federal Highway Corridor Community Redevelopment Plan ("FHCCRP"), which was later adopted in 2001. The City subsequently updated the Land Development Regulations (LDR) to implement the changes recommended in the FHCCRP and established the original MU-H and MU-L zoning districts which increased the maximum height allowed in the City to 150-feet for MU-H. Mixed use zoning districts were expanded to Boynton Beach Boulevard in 2006 following the adoption of the Boynton Beach Boulevard Corridor Plan, which established recommendations to increase intensity by adding residential components from Interstate 95 (being the lowest level of intensity) to downtown Boynton Beach (being the highest level of intensity).

Also in 2006, the FHCCRP was updated which led to further distribution of mixed use heights and densities and established three (3) new districts (MUL-1, MUL-2, and MUL-3) which created lower levels of intensity.

The City hosted a series of public workshops in 2016 to consolidate the various redevelopment

plans, into a single Community Redevelopment Plan (CRA Plan). The LDR was updated in both 2016 and 2017 to further distribute the mixed using zoning districts, per the CRA Plan recommendations. This amendment added MU-4, which provided an intermediate step between the height caps of 75-feet and 150-feet within the Mixed Use and Mixed Use Core classifications. There have been no amendments to height regulations since the adoption of MU-4. Currently the maximum height allowed in the City's Urban Mixed Use zoning districts are as follows:

MU-1	Urban Mixed Use	45'
MU-2	Urban Mixed Use	65'
MU-3	Urban Mixed Use	75'
MU-4	Urban Mixed Use	100'
MU-Core	Urban Mixed Use	150'

The establishment of the various Mixed-Use zoning districts assisted in the creation of the Downtown Transit Oriented Development ("TOD") District Overlay, which is outlined in and around the site that is anticipated to become a future commuter rail station. TOD's often include a mix of commercial, residential, office and entertainment centered around or located near a transit station. Dense, walkable, mixed-use development near transit attracts people and adds to vibrant, connected communities. Successful TOD's depend on access and density around the transit station. Convenient access to transit fosters development, while density encourages people to use the transit system.

On May 17, 2022, by the request of the City Commission, Staff gave a brief presentation at the City Commission Meeting on the City's current building height regulations. To further the discussion, on June 25, 2022, Staff held a public workshop on building height and again presented the materials to the Planning and Development Board. Staff presented four examples for discussion that could be used to address lowering the maximum height permitted City-wide. The four examples are as follows:

Example A:
Lower height maximum of MU-C from 150-feet to 85-feet
Lower height maximum of MU-4 from 100-feet to 80-feet

Example B:
Lower height maximum of MU-C from 150-feet to between 110-feet and up to 149-feet

Example C:
Make no changes to LDRs;
Amend Downtown District portion of the CRA Plan;
Reduce proposed intensity on select parcels; for example, parcels slated to go to Mixed-Use High could be modified to be slated for Mixed-Use Medium.

Example D:
Make no changes.

The City Commission has provided direction to draft a Land Development Regulation Amendment to implement "Example A". On August 23, 2022, Staff presented the Planning and Development Board with the same presentation provided to the City Commission on June 25, 2022 and requested feedback. The Board's responses varied during discussion ranging from making no changes; lowering maximum building height from 150 feet to 120-125 feet; and

reducing the maximum building height to 48 feet. Collectively, the Board generally supported a height reduction. Upon the adoption of the accompanying Ordinance the current building heights will be amended to be as follows:

MU-1	Urban Mixed Use	45’
MU-2	Urban Mixed Use	65’
MU-3	Urban Mixed Use	75’
MU-4	Urban Mixed Use	80’
MU-Core	Urban Mixed Use	85’

Considerations

In 1995, the State of Florida enacted the Bert J. Harris Jr. Private Property Protection Act that created a new cause of action for aggrieved property owners. If property owners can demonstrate that a governmental action “inordinately burdens” their property, they may be entitled to some form of compensation. Prior to the Harris Act, governmental agencies were not held liable for implementing zoning changes that had the potential to significantly reduce a property owner’s rights and/or investment potential.

Reducing building height could potentially limit a property owner’s ability to develop and/or redevelop their land to its existing potential under current regulations. In an effort to protect the City from being accused of inordinately burdening property owner’s that will be affected by the accompanying Ordinance, Staff has included language which indicates that structures that were in lawful existence or lawfully approved as of the date of the adoption of the accompanying Ordinance will not be construed as nonconforming as a result of its adoption . Additionally, the structure would be permitted to continue until such time that a new Major Development Application or Major Site Plan Modification is approved or a Development Order or vested project expires.

Should this language be accepted, a structure would be permitted to continue and execute alterations and upgrades, however no additional height will be permitted. Any new structures proposed on site would be required to meet the new height requirements. The structure would also be permitted to be rebuilt, if necessary, so long as the proposal to rebuild does not stray from the vested approval.

Attachments

PART III. LAND DEVELOPMENT REGULATIONS

…

CHAPTER 3. ZONING

…

ARTICLE III ZONING DISTRICTS AND OVERLAY ZONES

…

Section 1. Overview

…

E. Mixed Use Urban Building and Site Regulations (Table 3-4).

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Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100 [2]	150[2]	200 [2]	200 [2]
Structure Ht., Minimum (ft.)	30	30	30	30~~45~~	30~~45~~
Maximum Height (ft.)[3]	45	65	75	80[4]~~100~~	85~~150/125~~[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
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Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

…

4. Any use or structure with height in excess of the height maximum that was in lawful existence or vested with an approved development order at the time of adoption of Ordinance No. ___ shall not be construed as nonconforming as a result of Ordinance No. __ and can continue until such time a Major Development Application or Major Site Plan Modification is approved or a Development Order or vested project expires. ~~Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.~~

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

…

Building Height Amendment

Planning & Development Board

October 12, 2022

City Commission

October 18, 2022 & November 1, 2022

Redevelopment Planning

2000: Maximum height was 100’ & maximum density was 40

2001: Federal Hwy Corridor Community Redevelopment Plan Adopted

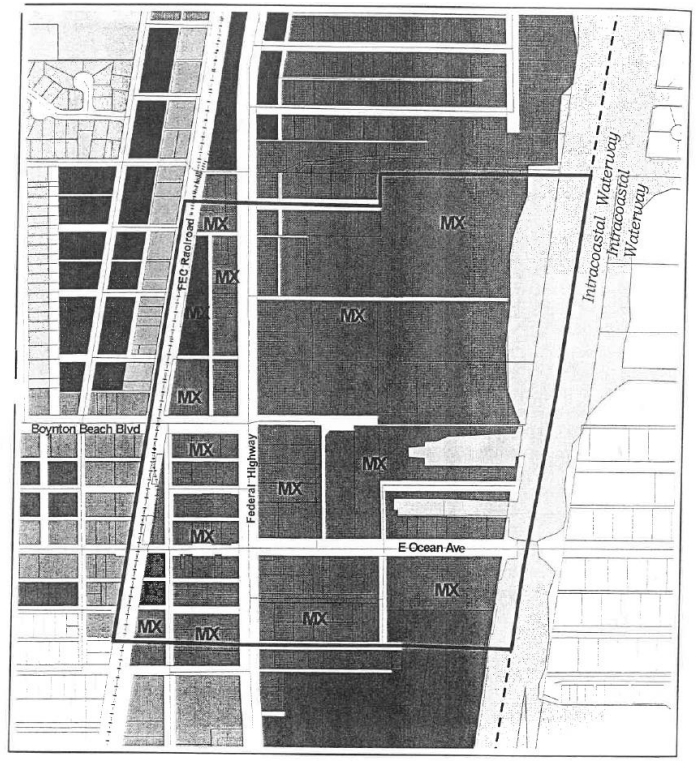
2002: LDR Update - Original MU-H and MU-L were adopted. First adoption of heights to 150’ per recommendations of FHCRP

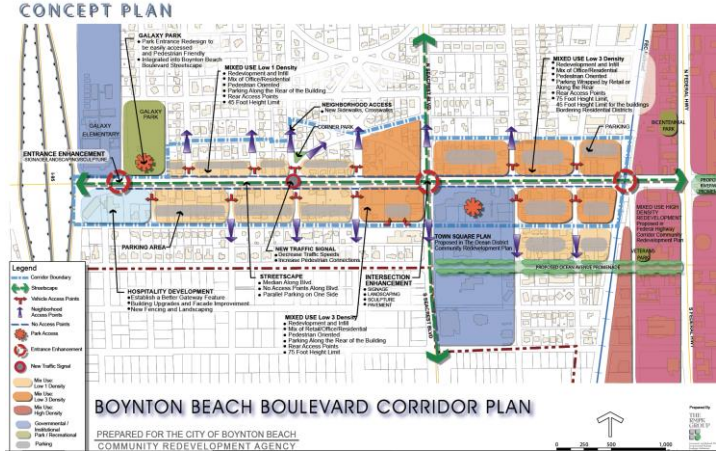
2006: Boynton Beach Blvd Corridor Plan expands Mixed Uses to Boynton Beach Blvd; Update to the Federal Hwy Corridor Community Redevelopment Plan adopted.

2006: LDR Update - Split Mixed Use Zoning Districts into four Districts (MUL-1, MUL-2, MUL-3, MUH), per recommendations of FHCRP

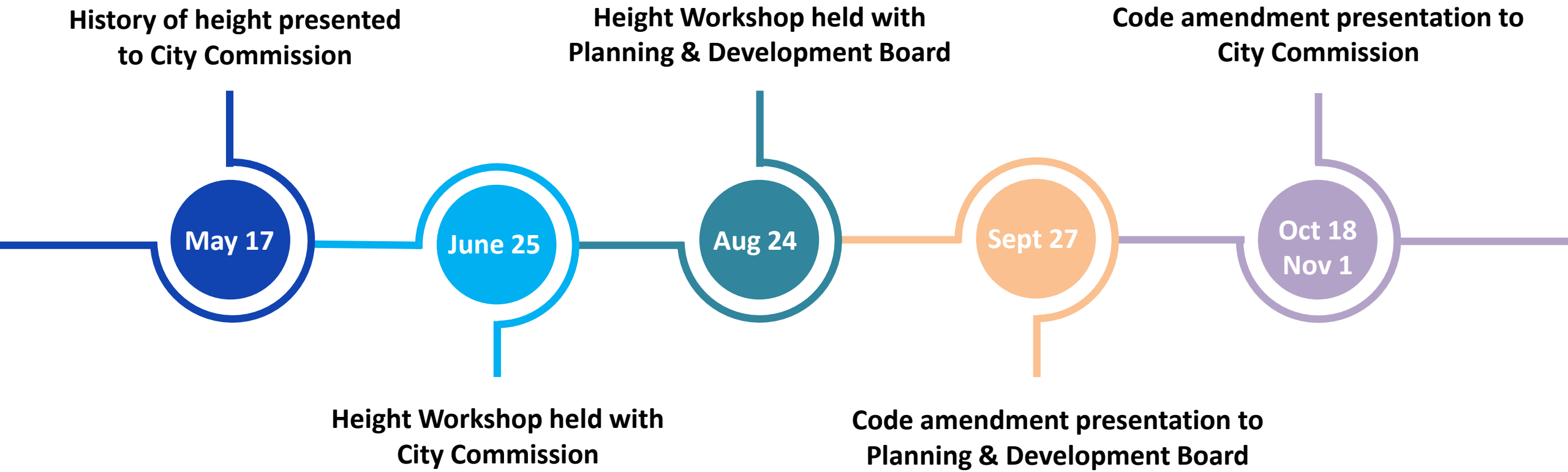
2016: Consolidated CRA Plan is adopted. Consolidates all CRA Plan Recommendations into a single document.

2016 & 2017: LDR Update to further breakdown of zoning districts (adds MU-4) for distribution of density and height, per consolidated CRA Plan recommendations.





Height Discussion Timeline



Proposed Amendment to Urban Mixed-Use

Chap3. Art III. Sec 1.E Table 3-4
Lower height maximum of MU-C from 150’ to 85
Lower height maximum of MU-4 from 100’ to 80

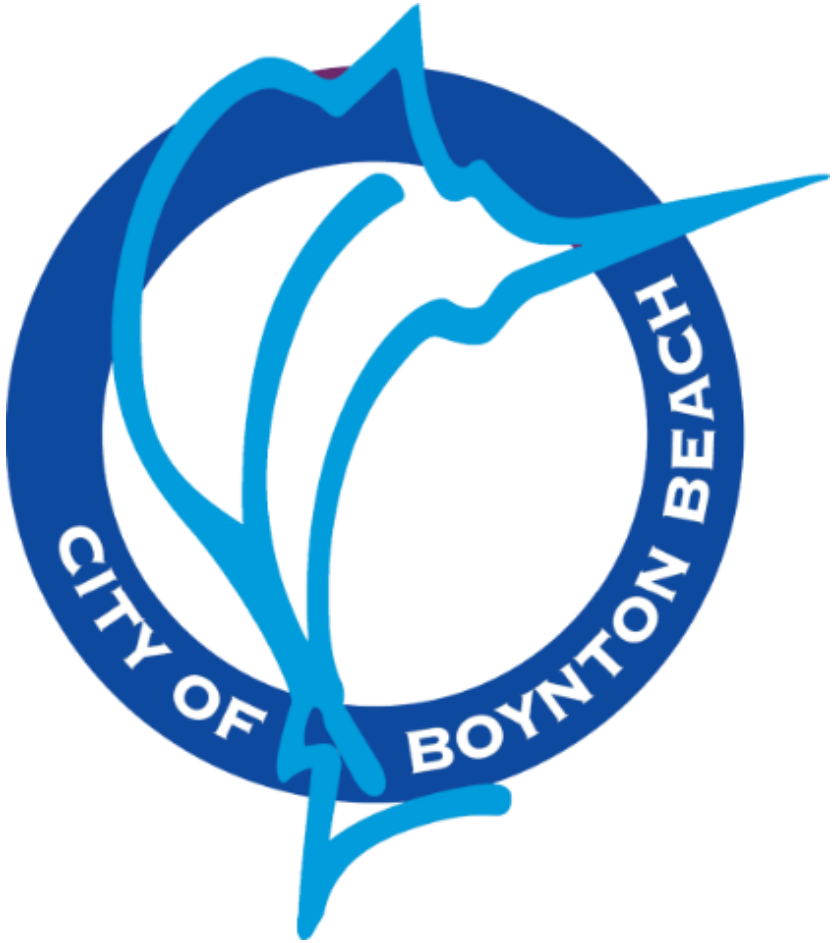
ZONING DISTRICT		EXISTING MAXIMUM HEIGHT	PROPOSED MAXIMUM HEIGHT
MU-1	Urban Mixed Use	55	**55**
MU-2	Urban Mixed Use	65	**65**
MU-3	Urban Mixed Use	75	**75**
MU-4	Urban Mixed Use	100	**80**[4]
MU-Core	Urban Mixed Use	150	**85**[4]

Proposed Amendment to Urban Mixed-Use

Chapt 3. Art III. Sec 1.E Table 3-4

Footnote

4. Any use or structure with height in excess of the height maximum that was in lawful existence or vested with an approved development order at the time of adoption of Ordinance No.____ shall not be construed as nonconforming as a result of Ordinance No._____ and can continue until such time a Major Development Application or Major Site Plan Modification is approved or a Development Order or vested project expires.



Questions?

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Discussion regarding American Rescue Plan Funds, requested by Mayor Penserga **-TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/14/2022

Requested Action by Commission: Discussion regarding $50,000 in American Rescue Plan Funds to go to the Wounded Veterans Fund, requested by Commissioner Turkin **-TBD**

Explanation of Request:

How will this affect city programs or services?

Fiscal Impact:

Alternatives:

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments: