VILLAGE OF NORTH PALM BEACH
REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS **THURSDAY, AUGUST 25, 2022**
501 U.S. HIGHWAY 1 **7:00 PM**

Deborah Searcy	David B. Norris	Susan Bickel	Darryl C. Aubrey	Mark Mullinix
Mayor	Vice Mayor	President Pro Tem	Councilmember	Councilmember

Andrew D. Lukasik	Leonard G. Rubin	Jessica Green
Village Manager	Village Attorney	Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

https://www.village-npb.org/CivicAlerts.aspx?AID=496

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

1. Florida League of Cities' Mayor John Land Years of Service Award – Vice Mayor David Norris

APPROVAL OF MINUTES

2. Minutes of the Regular Session held July 28, 2022

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

3. 2022 LEGISLATIVE SESSION UPDATE - Senator Bobby Powell, District 30

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

4. **1ST READING OF ORDINANCE 2022-14 – CODE AMENDMENT – REPEAL OF EXEMPT EMPLOYEE EMERGENCY DUTY** Consider a motion to adopt on first reading Ordinance 2022-14 amending Chapter 8, "Emergency Management," of the Village Code of Ordinances to repeal Article III, "Exempt Employee Emergency Duty" providing for the compensation of Disaster-Related Emergency Work during a Declared State of Emergency.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

5. **RESOLUTION** – Approving a Grant Agreement with the Florida Department of Environmental Protection for the receipt of grant funds for preparation of the Village's Stormwater Master Plan; and authorizing execution of the Agreement.

6. **RESOLUTION** – Approving and ratifying a Memorandum of Understanding with the Palm Beach County Police Benevolent Association, Inc. to revise Article 27 of the Collective Bargaining Agreement as it applies to Assignment Pay; and authorizing the Interim Village Manager to execute the Memorandum of Understanding.

7. **RESOLUTION** – Approving a Contract with Drive on Cart Path Systems, LLC for concrete cart path installation, curbing and panel replacement at the North Palm Beach Country Club Golf Course at a total cost not to exceed $50,000; and authorizing execution of the Contract.

8. **RESOLUTION** – Approving the design, installation and maintenance of Community Aesthetic Features located at U.S. Highway One within the Village; and authorizing the Interim Village Manager and Village Clerk to execute a Community Aesthetic Feature Agreement with the Florida Department of Transportation for decorative art wraps around traffic control boxes.

9. Receive for file Minutes of the Business Advisory Board meeting held 6/21/22.

10. Receive for file Minutes of the Recreation Advisory Board meeting held 7/12/22.

OTHER VILLAGE BUSINESS MATTERS

11. **RESOLUTION – STORMWATER MANAGEMENT UTILITY NON-AD VALOREM ASSESSMENT ROLL ADOPTION AND CERTIFICATION** Consider a motion to adopt a resolution adopting and certifying the Non-Ad Valorem Assessment Roll for the Stormwater Management Utility Assessment for parcels of real property within the corporate limits of the Village.

12. **RESOLUTION** – **AUDITOR SERVICES AGREEMENT** Consider a motion to adopt a resolution accepting the Auditor Selection Committee's final ranking of Auditor proposals, approving an Agreement for Auditing Services with Nowlen, Holt and Miner, P.A.; and authorizing execution of the Agreement.

13. **RESOLUTION** – **POWER STRETCHERS PURCHASE** Consider a motion to adopt a resolution approving the purchase of two Stryker Power Pro 2 Stretchers for the Fire Rescue Department at a total cost of $66,799.85; authorizing a budget transfer to fund the purchase; and declaring two existing stretchers as surplus.

14. **RESOLUTION** – **MONITOR/DEFIBRILLATORS PURCHASE** Consider a motion to adopt a resolution approving the purchase of four Lifepak 15 V4 Monitor Defibrillators for the Fire Rescue Department at a total cost of $124,432.12; authorizing a budget transfer to fund the purchase; and declaring four monitor/defibrillators as surplus.

15. **RESOLUTION – COUNTRY CLUB GOLF COURSE POND REPAIR AND STABILIZATION AND RETAINING WALL INSTALLATION** Consider a motion to adopt a resolution approving a proposal from Brightview Golf Maintenance, Inc. for pond repair and stabilization and the installation of a retaining wall and and drainage improvements at the North Palm Beach Country Club Golf Course at a total cost of $105,324.28; and authorizing execution of the Contract.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

16. **DISCUSSION** – Building Recertification

17. **WORKSHOP** – Regulation of smoking in Village Parks

18. Request for an Attorney-Client Session with Village Council to discuss pending litigation

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he 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).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 28, 2022

Present:

Deborah Searcy, Mayor
David B. Norris, Vice Mayor
Susan Bickel, President Pro Tem
Darryl C. Aubrey, Sc.D., Councilmember
Mark Mullinix, Councilmember
Chuck Huff, Interim Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Searcy gave the invocation and Vice Mayor Norris led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Special Session held June 30, 2022 and the Regular Session held July 14, 2022 were approved as written.

STATEMENTS FROM THE PUBLIC

Presentation – Palm Beach North Resiliency Action Plan

Mr. Noel Martinez, President & CEO of Palm Beach North Chamber of Commerce introduced himself and introduced Kathleen Joy, Director of Community Engagement, Chip Armstrong, Chair of the Economic Development and Rick Morale, former CEO of Tropical Shipping. Mr. Martinez thanked the Village for their support. Mr. Martinez began the presentation and explained and discussed the importance of disaster resiliency in the event of a natural disaster. Mr. Martinez gave a history and explained how the Chamber came up with a Palm Beach North Resilience Action Plan. Ms. Joy, Mr. Martinez, Mr. Armstrong and Mr. Morale discussed and explained key points of the presentation. The outreach conducted, local government and local business ranked vulnerability risks, action plan, and next steps were also discussed.

Council thanked Mr. Martinez and the representatives of the Palm Beach North Chamber of Commerce for their efforts and hard work.

STATEMENTS FROM THE PUBLIC *continued*

John Samadi, 512 Marlin Road, expressed his concerns regarding Council's choice for Interim Village Manager and various projects that have been approved by Council.

Tim Hullihan, 840 Country Club Drive, expressed his concerns with the proposed design for the Twin Cities Mall site and explained and discussed placemaking.

CONSENT AGENDA APPROVED

Vice Mayor Norris moved to approve the Consent Agenda. Councilmember Aubrey seconded the motion, which passed unanimously. The following items were approved:

Resolution approving a Blanket Purchase Order for the Public Works Department with GT Supplies, Inc. in the total amount of $60,000 for dumpster repairs.

Receive for file Minutes of the Recreation Advisory Board Meeting held 6/14/22.

Receive for file Minutes of the Library Advisory Board Meeting held 6/28/22.

RESOLUTION 2022-56 – ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2022-2023 & SETTING THE 1ST PUBLIC HEARING

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt Resolution 2022-56 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 7.0500 MILS FOR FISCAL YEAR 2023; ESTABLISHING A DATE, TIME AND PLACE FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE INTERIM VILLAGE MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff stated that former Village Manager Andy Lukasik had given a presentation on the FY 2023 Preliminary Budget on July 21, 2022. Mr. Huff stated that he would review the highlights from that budget presentation. Mr. Huff explained that staff was recommending setting the millage rate at 7.0500 mills. At that rate, the total proposed budget would be $37,050,790 which represents an increase of $3.8 million dollars or 11.5% and an increase in the Country Club budget of $1.2 million dollars or 20%. Mr. Huff gave a brief overview of the Country Club budget and revenues. Total Country Club revenues were $7,314,880. Mr. Huff reviewed the General Fund Preliminary Budget Summary stating that there was an overall increase of $2.6 million dollars or a 9.8% increase. Last year's increase was just under 1 million dollars. There was nearly $2.2 million dollars in ad valorem revenue. Building permits and plan review made up licenses and permits revenue and the increase in Intergovernmental Revenue was the half cent sales tax estimate from the Florida Department of Revenue. The Public Safety budget was increasing by $1.4 million dollars which was mostly personnel expense. The other expenditures for Public Safety was $240,000 for Police Department operating, $50,000 in contractual services related to radios, $50,000 for safety equipment and fuel. The Parks and Recreation budget was increasing by $540,000 with Buildings and Ground Maintenance increasing from $60,000 to $220,000, salaries and wages increased by $80,000 and Professional Services increased by $25,000. The Transfers Out line item of $1,162,350 was related to the transfers out to the Country Club.

RESOLUTION 2022-56 – ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2022-2023 & SETTING THE 1ST PUBLIC HEARING *continued*

Mr. Huff gave an overview of the breakdown of the General Fund Revenues which totaled $29,235,910 and the breakdown of General Fund Expenses by function and by department. Total expenses were $29,235,910. Mr. Huff discussed and explained the Capital Outlay stating that the Anchorage Park Dry Storage Project would not remain in the FY 2023 due to the current cost of goods and contractual services. Mr. Huff explained and discussed the different projects that were listed as Capital Outlay. Mr. Huff stated that the $3.1 million dollars that was listed under Grant Funding was money from the American Rescue Plan Act (ARPA). Mr. Huff explained that the Anchorage Dry Storage project, Lighthouse Bridge project, Lakeside seawall replacement and an emergency generator at the Country Club would be funded in 2024 with the ARPA funds. Mr. Huff reviewed the FY 2023 Taxable Value and Millage stating that the millage would be retained at $7.05 mils.

Councilmember Mullinix expressed concern that the hiring of an additional police officer was not included in the budget and recommended that the hiring of an additional police officer be added into the budget.

Mayor Searcy, President Pro Tem Bickel and Councilmember Aubrey expressed the same concern.

Police Chief Richard Jenkins expressed his appreciation for Council's concern.

Mr. Huff stated that he and Finance Director Samia Janjua would work diligently on finding a way to add the hiring of an additional police officer into the budget.

Councilmember Aubrey stated that the passing of the resolution was to set a tentative millage rate and there was still the possibility of adjusting the rate before the budget was passed and that it if it was adjusted it would be a downward adjustment or adjustment to a lower millage rate.

Mr. Huff stated that the next budget workshop was scheduled for August 10th.

Thereafter, the motion to adopt Resolution 2022-56 passed unanimously.

RESOLUTION 2022-57 – REVISED AND UPDATED PERSONNEL RULES AND REGULATIONS MANUAL

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt Resolution 2022-57 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A REVISED AND UPDATED PERSONNEL RULES AND REGULATIONS MANUAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff explained that Human Resources Director Renee Govig and the Village's Employment Attorney Laura Donlon had been working together over the past year to update the Village's Personnel Rules and Regulations Manual. Mr. Huff stated that the manual had not been updated since 2013 or 2014.

John Samadi, 512 Marlin Road, expressed his concerns regarding overtime compensation and bereavement leave in the Personnel Manual.

RESOLUTION 2022-57 – REVISED AND UPDATED PERSONNEL RULES AND REGULATIONS MANUAL *continued*

Mayor Searcy asked for clarification on portions of the manual and asked if clauses should be added for police officers and firefighters.

Chief Jenkins stated that the Collective Bargaining Agreement addressed certain clauses or certain scenarios that would only pertain to police officers and firefighters.

Mayor Searcy asked if references to Sunshine Law should be added to the manual.

Mr. Rubin explained that the Sunshine Law was usually not referenced in personnel manuals and that it was addressed through separate training.

President Pro Tem Bickel asked if the three (3) day bereavement leave policy could be extended for extenuating circumstances such as a family member passing away in another country whereby there would be extended travel times.

Ms. Govig explained that paid bereavement leave was for up to three (3) days with the option of taking paid time off if more than three days was necessary.

Thereafter, the motion to adopt Resolution 2022-57 passed unanimously.

RESOLUTION 2022-58 – CONSERVATION EASEMENT FOR MCARTHUR STATE PARK

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to adopt Resolution 2022-58 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE ASSIGNMENT AND ASSUMPTION OF A CONSERVATION EASEMENT FOR MACARTHUR STATE PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT AND ASSUMPTION ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin gave a history and explanation of the Conservation Easement at McArthur State Park. The Conservation Corporation was being dissolved and was seeking to assign the Conservation Easement to the Village since it was in the best position to be the guardian of the easement.

Karen Marcus stated that if the State of Florida wanted to make any changes to the plans for McArthur State Park, they would have to get approval from the Village first.

Mayor Searcy stated that the Village was the only municipality that had a state park within its borders.

Thereafter, the motion to adopt Resolution 2022-58 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy stated that nationally less than twelve percent (12%) of police officers were female and only three percent (3%) of female officers were in leadership roles. Mayor Searcy stated that the Villages Police Department has one (1) female Captain and approximately eighteen percent (18%) of the force is female.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mayor Searcy stated that there was a push to increase the number of female officers in police departments and Chief Jenkins had agreed to sign the pledge for the 30x30 initiative which is a national initiative to advance women in policing.

Councilmember Mullinix commended Mr. Huff for quickly responding to and taking care of a seawall whose concrete pour was going to be canceled resulting in the residents losing their seawall if the concrete had not been poured. Mr. Huff also promptly had a fallen palm tree removed from Northlake Boulevard. Councilmember Mullinix stated that Mr. Huff did a good job in taking care of the two (2) issues he mentioned.

Mr. Huff stated that commendation should be given to his staff for their promptness and hard work.

Mr. Huff stated that one of the things he really enjoyed when he first moved to North Palm Beach was the Anchorage Aweigh Fishing Tournament. The 2022 Anchorage Aweigh Fishing Tournament would be taking place on Saturday, August 6th beginning at 6 a.m. Mr. Huff gave details and times of the different activities that would be taking place during the event and encouraged everyone to attend.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:58 p.m.

Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH
HUMAN RESOURCES DEPARTMENT
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Renee Govig, Director of Human Resources and Risk Management
Leonard G. Rubin, Village Attorney

DATE: August 25, 2022

SUBJECT: **ORDINANCE 1st Reading** – Repealing Article III, Chapter 8 of the Village Code providing for emergency duty compensation for exempt employees during a declared local state of emergency

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Through the adoption of Ordinance No. 2013-14 on September 26, 2013, the Village Council amended Chapter 8 of the Village Code of Ordinance to provide emergency duty compensation for exempt employees performing disaster-related emergency work during a declared local state of emergency. As the Council is aware, the Village recently completed a comprehensive review and update of its personnel rules and regulations, and through the adoption of Resolution No. 2022-57 on July 28, 2022, the Village Council adopted a revised and updated Personnel Rules and Regulations Manual.

The updated Manual provides for emergency pay for both non-exempt and exempt employees. Non-exempt employees who work during a declared state of emergency within the Village shall be paid at two (2) times their regular rate of pay. Exempt employees who perform work during a declared state of emergency shall receive the corresponding number of hours worked in an Administrative Leave Bank, not to exceed sixty (60) hours. The Administrative Leave Bank hours must be used prior to the end of the next full fiscal year after the conclusion of the state of emergency or they are forfeited. Furthermore, these hours are not payable upon separation from employment for any reason. A copy of the relevant provision of the updated Manual is attached.

As noted in the back up materials presented to Council at the last meeting, the adoption of these new emergency pay regulations for exempt employees necessitates the repeal of Article III, Chapter 8 of the Village Code of Ordinance because the provisions are in conflict. Please note, however, that the Code provisions being repealed provide compensation only for disaster-related emergency work, which is defined as emergency protective measures (such as security in disaster areas and the provision of essential needs at central distribution points) and debris removal. While the new policy provides for leave hours and not compensation, it applies to all work performed by exempt employees during a local state of emergency within the Village.

There is no immediate fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance repealing Article II, Chapter 8 of the Village Code of Ordinances providing for emergency duty compensation for exempt employees during a declared state of emergency in accordance with Village policies and procedures.

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 8, "EMERGENCY MANAGEMENT," OF THE VILLAGE CODE OF ORDINANCES TO REPEAL ARTICLE III, "EXEMPT EMPLOYEE EMERGENCY DUTY" PROVIDING FOR THE COMPENSATION OF DISASTER-RELATED EMERGENCY WORK DURING A DECLARED STATE OF EMERGENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2013-14 on September 26, 2013, the Village Council amended Chapter 8 of the Village Code to provide for Emergency Duty Compensation for exempt employees when a local state of emergency has been declared within the Village; and

WHEREAS, the Village recently completed a comprehensive review and update of its Personnel Rules and Regulations, and through the adoption of Resolution No. 2022-57 on July 28, 2022, the Village Council adopted a revised and updated Personnel Rules and Regulations Manual; and

WHEREAS, the updated Personnel Rules and Regulations Manual includes a policy for the emergency pay for non-exempt employees at twice their regular rate and compensation for exempt employees in the form of an administrative leave bank; and

WHEREAS, based on this recent update, the Village Council wishes to repeal Article III of Section 8 (Exempt Employee Emergency Duty) and determines that the adoption of this Ordinance is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.

Section 2: The Village Council hereby amends Chapter 8, "Emergency Management," of the Village Code of Ordinances by repealing Article III, "Exempt Employee Emergency Duty," in its entirety (deleted language ~~stricken through~~):

~~ARTICLE III. EXEMPT EMPLOYEE EMERGENCY DUTY~~

~~**Sec. 8-31. Exempt Employee Emergency Duty Compensation.**~~

~~(a) *Eligible employees.* Eligible employees include all full-time exempt employees who are required to perform disaster-related emergency work after a local state of emergency has been declared pursuant to section 8-5 of this chapter. The terms~~

~~"exempt" or "non-exempt" as used in this section shall be defined under the Fair Labor Standards Act, as amended from time to time.~~

~~(b) *Disaster-related emergency work*. Disaster-related emergency work shall be defined to include emergency protective measures and debris removal. No other work shall be considered disaster-related emergency work. Examples include, in accordance with Federal Emergency Management Agency (FEMA) guidelines, as amended from time to time, the following:~~

~~(1) Emergency protective measures include those activities undertaken before, during and following a disaster that are necessary to save lives, protect public health and safety, and prevent damage to improved public or private property. Examples of such activities include: search and rescue; security forces; emergency medical care; emergency mass care and shelter when such cannot be provided by volunteer agencies; security in the disaster area to include the alerting of public dangers by setting up barricades or other warning devices; provision of food, water, ice, and other essential needs at central distribution points for local citizens; provision of temporary facilities such as temporary bridges or road detours for essential community services; and removal of health and safety hazards.~~

~~(2) Debris removal activities include the clearance of trees and woody debris, building wreckage, sand, mud, silt, and gravel, vehicles and other disaster-related material. These activities must be necessary to eliminate immediate threats to lives, public health and safety, eliminate immediate threats of significant damage to improved public or private property, to the extent such removal is the legal responsibility of the village; or ensure economic recovery of the village to the benefit of the community-at-large.~~

~~(c) *Method of calculation and payment*.~~

~~(1) Exempt full-time employees shall receive emergency duty compensation at their hourly rate under the circumstances outlined in this section. This hourly rate shall be in addition to the exempt employee's regular salary.~~

~~(2) Because exempt employees are paid on a salary basis, the hourly rate referenced in subsection (c)(1) above shall be defined as the employee's annual salary divided by 2080. The employee's annual salary for the purposes of this calculation shall be the employee's annual base salary at the time the disaster-related emergency work was performed.~~

~~(3) The emergency duty compensation shall be calculated beginning in the workweek during which a local state of emergency is declared which covers the lands within the village.~~

~~(4) Emergency duty compensation pay shall only be authorized by the village manager for hours worked on disaster-related emergency work in excess of forty (40) hours during the workweek. Paid or unpaid time off under any of the village's leave policies shall not be considered hours worked.~~

~~(5) Eligible employees shall receive the emergency duty compensation pay only upon submitting a signed time sheet, reflecting actual hours worked during the week(s) in which a state of emergency existed and verification reflecting the type and manner of disaster-related work performed to the director of human resources. Said time sheet must also be signed by the employee's supervisor or the village manager, as applicable, requiring the employee to perform disaster-related emergency work prior to submitting same to the director of human resources. Failure of the eligible employee to submit the signed time sheet and verification within two (2) business days of the conclusion of each workweek for which a state of emergency exists may cause delay in payment of such emergency duty compensation. Failure of the eligible employee to submit the signed time sheet and verification within twenty (20) calendar days of the conclusion of each workweek for which a state of emergency exists shall result in the eligible employee forfeiting such emergency duty compensation.~~

~~(6) Any emergency duty compensation payments made pursuant to this section shall not be construed to alter the exempt status of the employee. Regardless of any emergency duty compensation payments made pursuant to this section, each exempt employee is guaranteed his or her regular salary, which is at least $455.00 per week, pursuant to 29 C.F.R. Section 541.604(a), as amended from time to time.~~

~~(7) Emergency duty compensation payments shall be subject to all applicable and lawful deductions.~~

~~(8) Emergency duty compensation payments shall be made in accordance with this section without regard to whether such payments ultimately may be reimbursable from other sources, such as public assistance grants through FEMA or other agencies.~~

Section 3. The provisions of this Ordinance shall become and be made part of the Code of Ordinances for the Village of North Palm Beach, Florida.

Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinances is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of the Ordinance.

Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed to the extent of such conflict/

Section 6. This Ordinance shall be effective immediately upon adoption.

PLACED ON FIRST READING THIS _____ DAY OF _____, 2022.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2022.

(Village Seal) _____

MAYOR

ATTEST:

_____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

VILLAGE ATTORNEY

I. Emergency Pay

Employees may be required to work as deemed necessary and shall be compensated in a fair and equitable manner. Employees may be called in to work before, during, and/or immediately after a Village-declared emergency.

Non-Exempt Employee Emergency Duty Compensation

Non-exempt employees who work during a declared state of emergency within the Village shall be paid at a rate of two (2) times their regular rate of pay.

Exempt Employee Administrative Leave Bank

During a Village-declared state of emergency, Exempt Employees who perform work during the declared state of emergency shall receive the corresponding number of hours worked in an Administrative Leave Bank, not to exceed 60 hours.

Administrative Leave Bank hours must be used prior to the end of the next full fiscal year after conclusion of the state of emergency. Any such hours not used by the end of the next full fiscal year after conclusion of the state of emergency shall be forfeited. Administrative Leave Bank hours are not payable upon separation from employment for any reason.

J. Benefit Eligibility

Employees in full-time, budgeted positions [regularly scheduled to work forty (40) or more hours per week] are eligible for participation in the Village's retirement plans, medical and dental insurance, long-term disability insurance, and employer paid life insurance programs according to the requirements of these plans/programs.

Part-time employees who are scheduled to work more than thirty (30) hours per week or in excess of 1,560 hours within the official measurement period will be eligible for medical and dental insurance in compliance with the Affordable Care Act. Part time employees working less than thirty (30) hours per week as well as Seasonal employees are not eligible to participate in such plans or to receive benefits associated with such plans/programs. Part-time employees do not receive any other benefits.

K. Miscellaneous Benefits/Incentives

Pension and Retirement Plans: The Village maintains various retirement and retirement savings programs available based upon plan documents and eligibility requirements for each plan. Employees should contact Human Resources for more information. .

Medical/Dental Insurance: The Village offers medical and dental insurance to its eligible employees and their qualified dependents. Employees should review the information provided during open enrollment each year carefully to determine the most appropriate plan for their personal situation.

Long Term Disability Insurance – Employer-paid coverage for long-term disability shall continue for all full-time employees who become disabled due to an illness or non-work-related injury, unless otherwise negotiated.

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Chad Girard, Acting Public Works Director

DATE: August 25, 2022

SUBJECT: **RESOLUTION** – Approval of FDEP Grant Agreement for Stormwater Master Plan

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The Village of North Palm Beach has retained a consultant to assist in preparing a Stormwater Master Plan for the Village. The Master Plan will address growing concerns with flooding in residential and commercial properties throughout the Village. In advance of the plan, the Village requested grant funding from the State of Florida to assist in funding the Stormwater Master Plan.

The Village was awarded a grant in the amount of $150,000 to assist in the preparation of the Stormwater Master Plan. This grant is a reimbursable grant upon completion of the Master Plan. There is no match required on the part of the Village.

The attached Resolution approves the Grant Agreement with Florida Department of Environmental Protection and authorizes the Interim Village Manager to execute the Grant Agreement on behalf of the Village.

The attached Agreement was prepared by the State of Florida and reviewed for legal sufficiency by the Village Attorney. The attached Resolution has been prepared by the Village Attorney.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving the Standard Grant Agreement with the Florida Department of Environmental Protection for the receipt of $150,000 in grant funds for completion of the Village's Stormwater Master Plan and authorizing the Interim Village Manager to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2022-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF GRANT FUNDS FOR PREPARATION OF THE VILLAGE'S STORMWATER MASTER PLAN AND AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village was awarded an appropriation in the amount of $150,000.00 from the State of Florida to assist in the preparation of the Village's Stormwater Master Plan; and

WHEREAS, in order to receive the non-matching grant funds, the Village is required to execute a Grant Agreement with the State of Florida Department of Environmental Protection; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing "whereas" clauses are hereby adopted and incorporated herein.

Section 2. The Village Council hereby approves a Grant Agreement with the State of Florida Department of Environmental Protection for the receipt of grant funds for the preparation of the Village's Stormwater Master Plan, a copy of which is attached hereto and incorporated herein, and authorizes the Interim Village Manager to execute the Grant Agreement on behalf of the Village.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **North Palm Beach Stormwater Master Plan**

   Agreement Number: **LPA0348**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

   Grantee Name: **Village of North Palm Beach**

   Entity Type: **Local Government**

   Grantee Address: **501 US Highway 1 North Palm Beach, FL 33408**

   FEID: **59-6017984** (Grantee)

3. Agreement Begin Date: **Upon Execution**

   Date of Expiration: **3/30/2025**

4. Project Number: *(If different from Agreement Number)*

   Project Location(s): **Lat/Long (26.8174 -80.0653)**

   Project Description: **The Grantee will create a Stormwaster Master Plan. The plan will evaluate current facilities and develop both immediate and long-term recommendations to provide effective drainage and flood protection.**

5. Total Amount of Funding: **$150,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1665A, FY 22-23, GR**	**$150,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$150,000.00**

6. Department's Grant Manager
   Name: **Chandler Keenan** or successor
   Address: **3900 Commonwealth Blvd., MS 3570**
   Tallahassee, FL 32399-3000
   Phone: **8502452958**
   Email: **chandler.b.keenan@floridadep.gov**

   Grantee's Grant Manager
   Name: **Chad Girard** or successor
   Address: **501 US Highway 1**
   North Palm Beach, FL 33408
   Phone: **5616913450**
   Email: **cgirard@village-npb.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Village of North Palm Beach **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature*) Date Signed

Chuck Huff, Interim Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Chandler Keenan, DEP Grant Manager

_____

Amanda Peck, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/division/aa/state-agencies.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/state-agencies.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;

    ii. The making by Grantee of a general assignment for the benefit of creditors;

    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0348

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Palm Beach Stormwater Master Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: North Palm Beach Stormwater Master Plan

PROJECT LOCATION: The Project will be located in the Village of North Palm Beach within Palm Beach County; Lat/Long (26.8174 -80.0653).

PROJECT BACKGROUND: The Village of North Palm Beach (Grantee) is addressing growing concerns of flooding in residential and commercial properties and potential impacts such as future environmental hazards, road destruction, and excess debris entering the drainage system by creating a stormwater master plan. The plan will also help the Grantee maintain National Pollutant Discharge Elimination System (NPDES) policy and compliance.

PROJECT DESCRIPTION: The Grantee will engage a consultant to complete a Stormwater Master Plan to identify the scope of the problem and what is needed to address stormwater and local flooding. The plan will evaluate current facilities and develop both immediate and long-term recommendations for effective drainage and flood prevention throughout the entire Village of North Palm Beach.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Study

Deliverables: The Grantee will complete a pre-design study to identify the needs to address stormwater, local flooding and mitigation for the Village, including evaluation of current facilities and development of immediate and long-term recommendations for effective drainage and flood prevention. The Grantee will produce a pre-design report, The North Palm Beach Stormwater Master Plan, that will detail the scope of the problem in the analysis area, outline recommendations, and identify the tasks required to complete a resolution to the problem.

Documentation: The Grantee will submit the final North Palm Beach Stormwater Master Plan.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Study	Contractual Services	$150,000	07/01/2022	09/30/2024
		Total:	$150,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Water Restoration and Wastewater Projects	$150,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$150,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0348
Project Title:	North Palm Beach Stormwater Master Plan
Grantee Name:	Village of North Palm Beach
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Study

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks:
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

***FOR PROJECTS* with local contributions (*Not legally required match), include this paragraph.**
Local Contributions:
For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

- **Summary of local contributions**:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager Date
(*Original Ink or Digital Timestamp*)

Rev. 2/3/22

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

VILLAGE OF NORTH PALM BEACH
HUMAN RESOURCES DEPARTMENT

TO: Honorable Mayor and Council

THRU: Charles D. Huff, Interim Village Manager

FROM: Renee Govig, Director of Human Resources and Risk Management

DATE: August 25, 2022

SUBJECT: **RESOLUTION – Approval and Ratification of a MOU with the PBA**

The Village and the Palm Beach County Police Benevolent Association, Inc. (PBA) are parties to a Collective Bargaining Agreement (CBA) ratified by the PBA on April 12, 2022 and approved and ratified by the Village on April 14, 2022 through the adoption of Resolution No. 2022-29. The Village and the PBA have agreed to amend Article 27 (Wages) of the CBA as it applies to Assignment Pay as follows (the boldfaced language represents the changes):

> ARTICLE 27 WAGES
> . . . .
> Assignment Pay
>
> Assignment pay for each member **(officers and sergeants)** assigned by the Police Chief to Field Training Officers, Detectives, **SOG and its individual units (included but not limited to** Neighborhood Enhancement Team (NET), Communications Training Officers, Crime Scene Technician/Evidence Custodian, Motor, K9, Marine Patrol**)**~~**, SOG**~~ **SRT,** and Night Shift will be 5% annually, prorated to time assigned as those units above.
>
> Assignments are discretionary temporary appointments by the Police Chief. The appointment to or removal from an assignment is not subject to grievance or appeal. An employee may not receive added compensation for more than two (2) assignment pay categories (canine excluded).
> . . . .

The Village and the PBA further agreed that the changes outlined above shall appear in Article 27 without modifying any other existing Article or Subsection. The MOU becomes effective upon ratification of both the PBA and the Village. The MOU has already been ratified by the PBA by a vote of 20 to 0.

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving and ratifying a Memorandum of Understanding with the PBA to revise the Assignment Pay provisions of Article 27 of the existing Collective Bargaining Agreement and authorizing the Interim Village Manage to execute the MOU in accordance with Village policies and procedures.

RESOLUTION 2022-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AND RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. TO REVISE ARTICLE 27 OF THE COLLECTIVE BARGAINING AGREEMENT AS IT APPLIES TO ASSIGNMENT PAY; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village and the Palm Beach County Police Benevolent Association, Inc. (PBA) are parties to a Collective Bargaining Agreement (CBA) ratified by the PBA on April 12, 2022 and approved and ratified by the Village on April 14, 2022 through the adoption of Resolution No. 2022-29; and

WHEREAS, the Village and the PBA have agreed to amend Article 27 (Wages) of the CBA as it applies to Assignment Pay though the execution of a Memorandum of Understanding (MOU), effective upon ratification by both parties; and

WHEREAS, the collective bargaining unit has voted to ratify the MOU by a vote of 20 to 0; and

WHEREAS, the Village Council determines that approval and ratification of the MOU is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby approves and ratifies a Memorandum of Understanding with the Palm Beach County Police Benevolent Association, a copy of which is attached hereto and incorporated herein, and authorizes the Interim Village Manager to execute the MOU on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

MEMORANDUM OF UNDERSTANDING TO AMEND 10/1/2021-9/30/2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

This Memorandum of Understanding is entered into between The Village of North Palm Beach (hereinafter referred to as the "Village") and the Palm Beach County Police Benevolent Association, Inc. (hereinafter referred to as the "PBA").

WHEREAS, the Village and the PBA are Parties to a Collective Bargaining Agreement, ratified by the bargaining unit on April 12, 2022, and the Village on April 14, 2022; and

WHEREAS, the Village and the PBA agree to amendments to Article 27 (Wages) as follows, to edit and/or add the boldfaced language (Assignment Pay) as follows:

ARTICLE 27 WAGES

. . . .

Assignment Pay

Assignment pay for each member **(officers and sergeants)** assigned by the Police Chief to Field Training Officers, Detectives, **SOG and its individual units (included but not limited to** Neighborhood Enhancement Team (NET), Communications Training Officers, Crime Scene Technician/Evidence Custodian, Motor, K9, Marine Patrol**)**~~, SOG~~ **SRT,** and Night Shift will be 5% annually, prorated to time assigned as those units above.

Assignments are discretionary temporary appointments by the Police Chief. The appointment to or removal from an assignment is not subject to grievance or appeal. An employee may not receive added compensation for more than two (2) assignment pay categories (canine excluded).

. . . .

The Village and the PBA agree further:

1. That the agreed upon changes to the aforementioned Article shall appear in said Article without modifying any other existing subsection;
2. That this Memorandum of Understanding shall be effective upon execution by both Parties; and
3. That the Parties represent that they have full legal authority to enter into this Memorandum of Understanding.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the ___ day of July, 2022.

FOR THE VILLAGE:

_____

DATE :_____

FOR THE PBA:

_____

DATE :_____

VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB – GOLF OPERATIONS

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager
Beth Davis, Country Club General Manager

FROM: Allan Bowman, Head Golf Professional

DATE: August 25, 2022

SUBJECT: **RESOLUTION – Approval of a Contract with Drive on Cart Path Systems, LLC for Golf Cart Curbing, Extension and Panel Replacement at the golf course in the amount of $50,000.**

Village Staff is recommending Village Council consideration and approval of the attached Resolution approving a Contract with Drive on Cart Path Systems, LLC for golf cart curbing, extension and panel replacement work at the North Palm Beach Country Club Golf Course for a total cost not to exceed $50,000.

Although the project will not begin until Fiscal Year 2023, Staff is requesting to place the order now because concrete is in short supply, there is over a 30-day wait time and it is anticipated that prices will increase.

The following quotes were obtained for the project:

Vendor	Install new path	Repair and Replace	Retrofit roll cub
Drive on Cart Path Systems	$ 5.65 per SF	$ 12.25 per SF	$ 20.95 LF
Flying Scott, Inc.	$ 175.00 LF	$ 211.00 LF	$ 25.00 LF
D.S. Eakins	$ 8.50 per SF	$ 12.50 per SF	$ 20.00 LF

Drive on Cart Path Systems, LLC was the lowest bid based on the total project. Drive On Cart Path Systems, LLC has provided the exact same work on the Golf Course over the last three years and Village Staff has been very satisfied with its work. Additionally, aside from the previous work on the Golf Course, they also provided the concrete pads for the driving range and retrofitted roll curbing on the Golf Course. Staff's desire is to maintain consistency with regards to shape and quality of work.

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf / Golf Course Maintenance	L8045-34680	Repairs & Maintenance – Streets, Roads & Paths	$50,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Contract with Drive on Cart Path Systems, LLC at a total cost of $50,000 for golf cart path curbing, extension and panel replacement work at the Country Club Golf Course, with funds expended from Account No. L8045-34680 (Golf Course Maintenance – R & M Streets, Roads & Paths), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH DRIVE ON CART PATH SYSTEMS, LLC FOR CONCRETE CART PATH INSTALLATION, CURBING AND PANEL REPLACEMENT AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING EXECUTION OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of concrete work at the North Palm Beach Country Club Golf Course, including the installation of cart paths, the removal and replacement of broken cart path panels and the installation of concrete roll curb; and

WHEREAS, Village Staff solicited quotes for unit pricing and recommended accepting the lowest cost proposal submitted by Drive On Cart Path Systems, LLC; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with Drive On Cart Path Systems, LLC for the installation of cart paths, the removal and replacement of broken cart path panels and the installation of concrete roll curb at the North Palm Beach Country Club Golf Course at a cost not to exceed $50,000.00, with funds expended from Account No. L8045-34680 (Golf Course Maintenance – R & M Streets, Roads and Paths). The Village Council further authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and DRIVE ON CART PATH SYSTEMS, LLC, 3701 Warwick Drive, Cocoa, Florida 32926, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 82-1211575.

RECITALS

WHEREAS, the VILLAGE solicited quotes for concrete work at the North Palm Beach Country Club including, the installation of a new concrete path, the removal and replacement of broken cart path panels, and the installation of retrofitted concrete roll curb as needed ("Work"); and

WHEREAS, the VILLAGE wishes to accept the unit pricing proposal submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

A. Contractor shall perform the Work as directed by the VILLAGE in accordance with its unit pricing proposal dated August 9, 2022 (including a single $1,000 mobilization charge), a copy of which is attached hereto and incorporated herein.

B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.

C. The total cost of the Work shall not exceed **Fifty Thousand Dollars and No Cents ($50,000.00)**.

D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.

C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. If CONTRACTOR is at all responsible for the occurrence to any degree, the indemnification provision set forth in subsection A above shall control. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

In addition to any manufacturer warranties, CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business

hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.

B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or 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. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.

D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Proposal/Pricing Agreement, the terms of this Contract shall control.

H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

I. As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the

Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

J. 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: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

(1) Keep and maintain public records required by the VILLAGE to perform the service.

(2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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, Florida Statutes, or as otherwise provided by law.

(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 CONTRACTOR does not transfer the records to the VILLAGE.

(4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

K. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

DRIVE ON CART PATH SYSTEMS, LLC

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

By: _____
DEBORAH SEARCY
MAYOR

ATTEST:

BY:_____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

CAUTION – This email originated from outside of the Village. Please do not open any attachments or click on any links from unknown sources or unexpected email. If you are uncertain please contact the IT department before opening.

Bowman Allan

From: Shawn Cunningham <Shawn@flyingscotinc.com>
Sent: Monday, July 25, 2022 12:46 PM
To: Bowman Allan
Subject: Re: North Palm Beach CC - requesting quote

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Best regards,
Shawn Cunningham, President
Flying Scot, Inc.
(561)966-0089

On Jul 25, 2022, at 12:15 PM, Bowman Allan <abowman@village-npb.org> wrote:

Shawn –

I am working on obtaining some pricing for a potential job in October / early November.

Can you please provide me pricing on the following:

Price per LF of 4" retrofitted concrete roll curb $25.00/lf

Price per LF on new cart path w/prep and backfill (cart path panels are 8 x 12 with 4-6 inches thick) $175.00/lf

Price per panel to remove cart path panels that are cracked and replace with new panels $211.00/lf

Any mobilization fees $3,500 per mobilization (min lf of 50')

We anticipate of having a blank PO in the amount of $ 60,000

Thank you

Allan Bowman, PGA A-4
Head Golf Professional
North Palm Beach CC

Can you please provide me pricing on the following:

Price per LF of 4" retrofitted concrete roll curb

Price per LF on new cart path w/prep and backfill (cart path panels are 8 x 12 with 4-6 inches thick)

Price per panel to remove cart path panels that are cracked and replace with new panels

Any mobilization fees?

We anticipate of having a blank PO in the amount of $ 60,000

Thank you

Allan Bowman, PGA A-4
Head Golf Professional
North Palm Beach CC

CAUTION – This email originated from outside of the Village. Please do not open any attachments or click on any links from unknown sources or unexpected email. If you are uncertain please contact the IT department before opening.

Bowman Allan

From: Steve Eakins <steve@dseakins.com>
Sent: Monday, July 25, 2022 4:08 PM
To: Bowman Allan
Cc: Ron Rossi
Subject: RE: North Palm Beach CC - requesting quote

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Allan,

Hope all is well. I have listed some budget numbers below for concrete removal and installation. The size of the project would determine the final unit price numbers. Just a heads up, concrete is in short supply and over a 30 Day wait. Hopefully the prices hold and we don't see another round of price increases.

Off the Cuff prices:
Rolled Curb – $20.00 Per LF
Install 6" Concrete - $8.50 Per SF
Remove Concrete – $4.0 Per SF
Grading is included, but grass or irrigation replacement is not.

I wouldn't think there would be mobilization for a significant quantity. Please let me know if you need anything else.

Thanks,

Steven Eakins
Vice President

D.S. EAKINS CONSTRUCTION CORPORATION

1481 Kinetic Road
Lake Park, Florida 33403
Phone: (561) 842-0010
Fax: (561) 842-0009
Cell: (561) 346-1549
Steve@dseakins.com

From: Bowman Allan <abowman@village-npb.org>
Sent: Monday, July 25, 2022 12:17 PM
To: Steve Eakins <steve@dseakins.com>
Subject: FW: North Palm Beach CC - requesting quote
Importance: High

Steve –

I am working on obtaining some pricing for a potential job in October / early November.

Specifications

- 3,000 PSI Concrete
- Medium Broom Finish
- ¾ lbs Fibermesh Reinforcement per Cu Yd
- Wet Tool Control joints 8' o/c
- Subgrade Preparation to 4" to allow desired drainage by Drive On Cart Path Systems LLC.
- Grassing by pwner
- Concrete Testing by others if required.
- Owner will provide washout locations for concrete trucks.
- Concrete Buggy and Operator provided by Drive On Cart Path Systems LLC.
- Responsibility of traffic control and rope barriers for newly poured concrete by others.
- Owner will be responsible for acquiring all construction permits
- Payment due net 14 days from receipt of invoice. Bimonthly on the 1st and 15th.
- Per ASTM specification, no traffic of any kind will be allowed on new path for at least 28 days from the pour date in order to prevent improper curing and/or damage to cart path surface or comprehensive strength.

DRIVE ON
CART PATH SYSTEMS
3701 Warwick Drive ~ Cocoa, FL 32926
Phone (321) 427-4068
Driveoncartpath@hotmail.com

Unit Price Quote

North Palm Beach CC
Palm Beach Gardens, FL

August 9, 2022

Proposed Concrete Flat Work

Install 4" New Concrete Cart Path @ $ 5.65 per SF
Price Includes:
- *Tilling of Existing Turf or Coquina Pathway*
- *Onsite Hauling of Cored Subgrade Material*
- *Subgrade Preparation to 4" Depth*
- *Installation of New Concrete*
- *Rough Backfill of New Concrete (Material Provided by Owner)*

Remove and Replace Broken Cart Path Panels @ $ 12.25 per SF
Price Includes:
- *Demo of Broken Concrete*
- *Onsite Hauling of Broken Concrete*
- *Subgrade Preparation to 4" Depth*
- *Installation of New Concrete*
- *Rough Backfill of New Concrete (Material Provided by Owner)*

Install 4" Monolithic Concrete Roll Curb as Needed @ $ 7.50 per LF

Install 4" Retrofitted Concrete Roll Curb as Needed @ $ 20.95 per LF

Mobilization Charge (1) @ $ 1,000.00 LS

Above Pricing Valid Through 12/31/22

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Chad Girard, Acting Public Works Director

DATE: August 25, 2022

SUBJECT: **RESOLUTION** – Authorizing a Community Aesthetic Feature Agreement with the Florida Department of Transportation for the wrapping of traffic boxes with decorative art on US-1

The Village of North Palm Beach desires to enhance the US-1 corridor by adding artwork wraps around the metal traffic control boxes.

In order to gain approval, the Village must apply for a permit from the Florida Department of Transportation (FDOT). As part of the approval process, FDOT requires a resolution from the Village Council approving and authorizing the Community Aesthetic Feature (CAF) Agreement whereby the Village agrees to provide financial responsibility, design, fabrication, installation and maintenance of the decorative art wraps at intersections within the Village along US-1.

It is the intent of Staff to wrap the traffic box at the intersection of US-1 and S. Anchorage Drive with the attached sunrise picture. Upon completion Staff will gauge the interest of Council to proceed with similar images along the corridor.

Village Staff is recommending that Council approve the resolution authorizing the CAF Agreement for wrapping the utility boxes at the intersections along the US-1 corridor within the Village of North Palm Beach and authorizing the Interim Village Manager to execute the agreement.

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney. The attached CAF Agreement has been prepared by FDOT and will become finalized upon issuance of the FDOT permit and approved by Resolution of the Village Council.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution authorizing the execution of a Community Aesthetic Feature Agreement with the Florida Department of Transportation for the wrapping of utility boxes at intersections along US-1 within the Village and authorizing the Interim Village Manager to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE DESIGN, INSTALLATION AND MAINTENANCE OF COMMUNITY AESTHETIC FEATURES LOCATED ON U.S. HIGHWAY ONE WITHIN THE VILLAGE AND AUTHORIZING THE INTERIM VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE A COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DECORATIVE ART WRAPS AROUND TRAFFIC CONTROL BOXES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has a compelling interest in increasing pedestrian safety, navigability and improving aesthetics in public places; and

WHEREAS, the wrapping of existing utility/traffic control boxes with decorative art on intersections along U.S. Highway One is a safe and aesthetically pleasing method of furthering the Village's goals of beautification and enhancing the pedestrian experience along U.S. Highway One; and

WHEREAS, the Village desires to enter into a Community Aesthetic Feature Agreement with the Florida Department of Transportation to provide for the financial responsibility, design, fabrication, installation and maintenance of the decorative art wraps at various intersections along U.S. Highway One; and

WHEREAS, the Village Council determines that the adoption of this Resolution in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing "whereas" clauses are hereby adopted and incorporated herein.

Section 2. The Village Council hereby approves the wrapping of utility/traffic control signal boxes with decorative art as community aesthetic features and the funding of all costs for their design, installation and maintenance.

Section 3. The Village Council hereby approves a Community Aesthetic Feature Agreement with the Florida Department of Transportation, a copy of which is attached hereto and incorporated herein, and authorizes the Interim Village Manager and Village Clerk to execute the Agreement on behalf of the Village.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

COMMUNITY AESTHETIC FEATURE AGREEMENT

Section No. _____ CAFA No. 2022-M-496-00003

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("FDOT") and Village of North Palm Beach ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from FDOT to install a [**CHOOSE ONE**: ☐Public Art – Standalone, ☑Public Art – Add On/affixed, ☐Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at Various in Palm Beach County, Florida ("Project").

B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through _____, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within _____ (_____) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☐Public Art – Standalone, |✓|Public Art – Add On/affixed, ☐Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at _____. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the

Section No. _____ CAFA No. 2022-M-496-00003

integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, _____, at _____ _____ _____ or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.

g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans,

Section No. _____ CAFA No. 2022-M-496-00003

the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficieny(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services: Repair and Replacement

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ _____.

n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. <u>INDEMNITY AND INSURANCE.</u>

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

Section No. _____ CAFA No. 2022-M-496-00003

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT District 4 PROGRAM MANAGER

_____

_____

Phone: _____

Fax: _____

Village of North Palm Beach COUNTY [OR CITY], FLORIDA
Chad Girard - Assist Director Public Works
645 Prosperity Farms Rd, North Palm Beach, Florida 33408

Phone: (561) 655-1151 ext. _____

Fax: _____

7. TERMINATION OF AGREEMENT. FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any

and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or

remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. _____ CAFA No. 2022-M-496-00003

AGENCY

Villlage of North Palm Beach

645 Prosperity Farms Rd. North Palm Beach FL. 33408

By: _____

Print Name: Chad Girard, P.E.

Title: Assistant Public Works Director

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____

City or County Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: _____

Date: _____

Legal Review:

_____

Section No. _____ CAFA No. 2022-M-496-00003

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

[Provide a description of the improvements proposed within FDOT right-of-way]

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Adam Swaney, P.E./R.L.A./Architect and dated 6/17/2022. Any revisions to these plans must be approved by FDOT in writing.

See attached upload for Exhibit A

Section No. _____ CAFA No. 2022-M-496-00003

EXHIBIT "B"

SPECIAL PROVISIONS

Section No. _____ CAFA No. _____

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. _____ CAFA No. _____

EXHIBIT "D"

AGENCY RESOLUTION

See attached upload for Exhibit D

Section No. _____ CAFA No. 2022-M-496-00003

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Village of North Palm Beach

PROJECT DESCRIPTION: Install eight (8) art wraps on FDOT Traffic Controller boxes along US-1 between Northlake Blvd to Passionist Monastery in Village of North Palm Beach

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL: Name: _____

Date: _____

THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Business Advisory Board

MINUTES

Village Hall Conference Room

Tuesday, June 21, 2022
5:30 pm

1. Call to Order: Functional Manager Russ Ruskay called the meeting to order at 5:31 pm.

2. Roll Call:
   Present: Ronald Lantz, Dave Talley, Nina Balgar, Veronica Frehm, Marshall Gillespie, Adam Jones
   Absent: Nathan Kennedy
   Also Present: Chuck Huff, Public Works Director; Darryl Aubrey, Councilmember

3. The Minutes of the May 17, 2022 regular meeting were approved.

4. Public Comments: None.

5. New Business:
   a. Web Page and Branding Initiatives - the board is in support of the VBIZ concept however, would like to see another logo with the NPB rather the VBIZ.

6. Old Business:
   a. Networking Events Proposed Yearly Calendar:
      i. The board would like to have the networking events alternate morning to evenings if possible.
      ii. The board supported the yearly event calendar of having events in February, May, August and November.
   b. July 12 Event - Veronica Frehm discussed the Friends of John D. MacArthur Beach State Park event details.
   c. Shop Local Event – the board wants staff to provide two options for the shop local event. One being a single day promotion with the other being a few weeks long with a discount card for local businesses.

d. Business Directory - the board supported having the business directory on the web page, understanding there may be some issues regarding businesses in the Village that are operating without a BTR.

7. Next meeting: the next meeting will be on July 19, 2022 at 5:30 pm in Village Hall.

8. Adjournment: the meeting adjourned at 6:00 pm.

Village of North Palm Beach
Recreation Advisory Board Minutes
July 12, 2022 at 7:00 p.m.
Anchorage Park

Chairman	**Bob Bell**	**( )**	**Vice Chair**	**Don Grill**	**(X)**
Member	**Maria Cassidy**	**(X)**	**Member**	**Paul Beach**	**(X)**
Member	**Stephen Heiman**	**( )**	**Member**	**Rita Budnyk**	**(X)**
Member	**Mia St John**	**(X)**	**Recreation**	**Stephen Poh**	**( )**
Council Rep.	**_Mark Mullinix____**	**(X)**	**Leisure Services**	**Zak Sherman**	**(X)**

Call to Order: Meeting called to order at 7PM by Don Grill.

Roll Call: Stephen Heiman absent (out of town); Bob Bell absent (traveling for work). Both let us know ahead of time. All other board members present. Council member was Mark Mullinix. Staff member Becky Ring in attendance.

Approval of Minutes: Motion to approve by Paul Beach. Seconded by Rita Budnyk. All were in favor.

Public Comment: No public comment.

Directors Report:

- **Accomplishments**
- **Ongoing projects**
- **Programs and events**

Lakeside Park:

- Split rail fence
  - Fencing is now in. Job scheduled for some time next week (between July 12-15).
  - We will be addressing 3 trouble areas: plan to rearrange split rail fence so vehicles don't drive over Dr. Higgin's property to enter park; installing split rail fence at end of driveway of 706 Lakeside Circle to prevent vehicles from driving into park; and adding another portion of fence to block people from driving over bushes/wheel stop into park from the north trail entrance on Lakeside Dr.
- Park Ranger
  - Estimated delivery is still August.
- Memorial Bench
  - Two new benches installed at playground by trees (inside the enclosure)
- Seagrapes
  - Precision will be planting more seagrapes on north end where the area is less thick, just north of pavilion closer to pull up bars.
- Front gate

- Waiting on quote for front automatic gate. Gate would open/close at whatever time we set it to.

Anchorage Park:

- New Playground
  - Estimated delivery/installation date is still November.
  - We are amending our PO to include curbing around the playground ($11,500); this still leaves us under budget.
  - Precision planted new hedge between current playground and volleyball court.
- Dry Storage
  - 90% plans are complete.
  - Revised estimates are in.
  - Presented plans again to Environmental Committee on July 11.
- New bollard
  - New bollard is in. Plan to install in middle of trail so vehicles cannot pull into park area on north side by sand volleyball courts. Should be installed next week (week of July 11).
- Signage
  - We'll need to order signage pertaining to planned gatherings of 25 or more per revised ordinance. (goes to 2nd reading next council meeting).
- Waitlist software
  - Becky is currently transferring all data from Excel sheets to online program.
- Dog park
  - Precision to install new sod in small dog park

Marina:

- Signage
  - New "no swimming, jumping, or diving" to be installed soon on either side of boat ramp.

Community Center:

- Main field
  - Fields reopen next week (week of July 11).
- T-Mobile
  - Still waiting on T-Mobile for reimbursement for damage done to fields in December.
- Playground
  - Parts are expected to arrive July 27.
  - Install planned for August.
- Summer Camp
  - Weeks 1-5 completed! Week five ended with a trip to Animal Kingdom.
- Youth Flag Football Registration
  - Ages 8-14
  - Registration opens August 1st
  - Seasons runs Sept. thru Nov. (week-day only practices and games).
- Minis Baseball
  - For ages 3-5. Teaches basic sports mechanics.
  - Registration starts August 1st
  - Season runs Sept. 12 thru Oct. 26 with practices on M/W 3:30-4:15pm

    - Residents: $75 / Non-Residents: $85
- PB Soccer Academy Futsal
    - Wednesday 6-7pm (ages 8-12)
    - Wednesday 7-8pm (ages 13-17)
    - Residents $10 / Non-Residents $12
- Bleachers
    - Got quote for bleacher maintenance.
    - Recommended to be done yearly.
    - Cost is $2,495 to service both sets.
- Gym floor
    - May need to redo gym floor. Getting quotes. Damage to floor by bleachers was caused by wheels spinning and digging into floor.

Osborne Park:

- Garden Board
    - In process of becoming legal entity and applying for 501c3 tax exempt status. In meantime, Village will hold any funds collected and save until they are up and running.
- Basketball Court
    - New poles to go in July 18
    - Millings to be done July 21; Asphalt July 22.
    - Vendor will paint the court after a period of 60 days, but people can still play on the court in the meantime.
- Bottle filler stations
    - Still waiting on Public Works to finish installation of bottle filler station at the racquetball court.
- Outdoor restrooms
    - Regional Painting to look at doors and will give quote for painting.
    - New soap dispenser installed by Public Works
- Softball field
    - Will close Monday for maintenance on July 11 (probably closed for one month). (we'll be getting new sod installed).

Veterans Park:

- New sod growing in nicely.

Special Events:

- **Bus Trips:**
    - Ikea shopping trip June 23
    - Historic Winter garden July 3-5
    - Caladium festival (Lake Placid) (car & bike show) July 29
    - Medieval times dinner show August 18
    - Marlins vs dodgers August 28
- **Special events**
    - **July 4th Fireworks**
        - July 4 at 9PM at Country Club
        - Event went well, got a lot of positive comments, some from Council.

        - Could use a few more trash cans on the golf course but that's about it.
        - Farmer's table did a really good job as well.
- **Upcoming Events:**
    - Anchorage Aweigh Fishing Tournament 16th annual (17th year)
        - Captains Meeting August 5 at 6PM Anchorage Park
        - Saturday, August 6 (Pizza, water, sodas)

Library:

- Facilities
    - Children's AC went out for a few days. Some parts needed to be ordered. Public Works received all necessary pieces and restored!
    - The AC for the back of Bob's Garage is still missing a few parts so only the front half is working but the room is staying relatively cool.
    - Stephen removed old cigarette butt-container and pressured washed the front entryway.
    - Had a major A/C leak upstairs over the restrooms and several ceiling tiles crumbled and fell to the ground. No books were damaged but the wooden end panels on the shelves swelled with water and have started to separate.
    - Upstairs remodel was approved by Council; order for new shelving placed.
    - Keyed up Fence to repair back gate leading to garbage bins.
    - Stephen is working with Saffold to see about adding a drain by the side doors at the library so water during heavy rain periods doesn't accumulate and leak into building.
- Children's & Summer Reading
    - Four daytime public storytimes are being held each week on Monday and Tuesdays with an average of 75 parents and children attending each week.
    - Two private storytimes for Faith Lutheran Preschool are held each week with an average of 30 each time for 3 and 4-year-olds.
    - We also have Good Night Storytime twice a month at 6:15 in the evening where children come dressed in their pajamas to hear a few good bedtime stories! We have had 42 parents and children come to our new storytime series for the month of June.
    - New arts and crafts program on Thursday afternoons at 3:00 has been a steady 20-21 children and parents
        - Each week is a new ocean themed craft project perfect for ages 3-10
        - We have had 76 children and parents in our craft programs so far this month and we hope to continue this program into the new school year
    - Free lunch and snack program provided by the Palm Beach County School District on Wednesday and Friday averages about 30 kids each day and we have been giving out at least 45-50 snacks each time to children and teens.
        - So far this month we have served 74 lunches and 119 snacks to children and teens!
    - Find the Hidden Book Challenge
        - Each week there are two brand-new children's books wrapped in wrapping paper hidden somewhere on the shelves
        - Whichever child finds the hidden book gets to unwrap it and keep the book
    - Chemistry Magic Show
        - For summer reading, we kicked things off with the ever-popular Chemistry Magic Show presented by Jurassic Parts.
        - This program showed children how chemical reactions are truly magical while explaining the science behind them.

        - The final experiment was a lesson in static electricity as volunteers from the audience came up and touched a Van de Graaff generator and were amazed as their hair stuck straight up in the air!
        - Over 130 members of the public and local preschools came to see the show at 2:00 and again at 3:30!
    - Shark Tooth Lab
        - Shark Tooth Lab presented by Jurassic Parts was held June 22nd to an audience of 112!
        - Our all-time favorite lab, children love learning about sharks and making their own shark tooth necklace from either a Bull Shark or a Lemon Shark!
        - Children also got to see several varieties of genuine jaws and teeth of sharks and their relatives, examine a real shark jaw and learn how to categorize and identify fossil shark teeth.
    - Teens
        - Summer volunteering is going well with at least 10 teenagers 13-17 volunteering each week to help us shelve books and set up for programs
- Adult
    - Knit and Crochet continues to meet every Monday for an average of 10 people
    - Yoga in the Park average 12 people each Friday morning
    - Guest speaker with Dr. Stefan Harzen of the Taras Foundation was held June 8th on World Oceans Day.
        - The Taras Foundation was founded in Jupiter, FL with the mission to "empower citizens to advocate for the conservation of dolphins and the marine environment"
        - Light refreshments were served and 14 members of the public learned about dolphins and the conservations efforts of the Taras Foundation
    - Adult Crafts was held June 16th
        - The craft was a beautiful seashore candle holder with real sea shells and starfish
        - We had a record 30 people attend our craft program for this month and many people stayed after to color some ocean-themed coloring sheets and chat with friends
        - Book Club discussed the book "How the Penguins Saved Veronica" by Hazel Prior on June 2nd
            - 14 members of the book club discussed the chosen book over coffee and cookies
            - We also had some lovely photographs of penguins on display brought by Penny and Wally Sheltz who took the photos on a trip to Antarctica!
    - Great Courses Lectures
        - 19 people so far this month have attended a Great Courses Lecture
- Friends of the Library
    - Will meet again in September
- Staffing
    - Hired another library clerk, Lynda Dones who starts July 12. She is a local college student and a former library volunteer.

- **Statistics:**
- Total E-Book Circ
    - Through first 8 months of FY22 10,605
    - Through first 8 months of FY21 7,275

- Total E-Audio Circ
    - Through first 8 months of FY22 6,566
    - Through first 8 months of FY21 3,254

- Total E-Circ
  - Through first 8 months of FY22 17,171
  - Through first 8 months of FY21 10,529
- Total Print Circ (books & magazines)
  - Through first 8 months of FY22 28,051
  - Through first 8 months of FY21 24,334
- Total Print & Media Circ (books, magazines, & AV)
  - Through first 8 months of FY22 33,749
  - Through first 8 months of FY21 31,430
- Total Circ
  - Through first 8 months of FY22 50,920
  - Through first 8 months of FY21 41,959

New Business:

- **Waitlist Procedures**
  - **Signing up for all lists or just one dry & one wet?**
  - Held discussion concerning current waitlist procedures. Currently, residents are allowed to sign up for more than one list. In fact, they can sign up for all the lists. Staff recommended residents should only choose one dry space and one wet slip. This would clean the lists up and make management easier. Rita made motion as follows: moving forward when a person comes in to sign up for a storage spot, they can sign up for one dry and one wet. Maria seconded. All were in favor.
- **Fishing Tournament update**
  - Zak gave update on upcoming tournament. Thanked Don, Maria, Bob, and Becky/Ted for sponsoring event. 22 boats signed up so far. Captains meeting on 8/5. Tournament on 8/6. Buckets are getting ready. Shirts will be blue. Hobos catering event again. Stormhouse brewing donated a keg.

Old Business:

- **Dry Storage Project update**
- Discussed mangroves and surface. Professional opinion from 2GHO that mangroves were already there so it's an appropriate place to plant more. Environmental Committee supports more mangrove plantings in that area. Preferred surface is anything that is more permeable, but the truegrid costs are higher. $1.669 million for millings vs $2.110 million for trugrid/millings hybrid.
- Wanted to know whether hybrid surface costs were correct since Egenuity did not remove much costs in their estimate related to drainage/exfiltration. Board felt costs should have been substantially lower. Zak said he'd touch base with Engenuity again to ascertain true costs.
- Board asked about lifespan of grid and maintenance costs of truegrid/millings hybrid option vs all millings especially at edges of grid system. Zak said he'd touch base with Engenuity again.
- Concerned about plan for south storage area as more day parking is needed. Board wanted staff to have plan in place and estimate cost.
- Zak said Environmental committee felt we should use money to fix what we have.

- Paul would rather not table project. Felt we just need a day parking plan and better understanding of drainage costs with the grid system. Don said a day trailer parking plan needs to be implemented before the start of the project. Board as whole felt dry storage project and day ramp parking need to be completed at same time. Made motion to table going to planning commission in August.
- Also discussed whether we wanted 3 price options for new dry storage or two. Board favored 3 at last meeting but wanted to hear from staff again. Staff also favored three. The three pricing options include Up to 30ft, 31-35ft, and 36-40ft. Board supports the three pricing options.

Member Comments: No additional member comments.

Adjournment: Paul made motion to adjourn at 8:03pm. Seconded by Maria.

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: August 25, 2022

SUBJECT: **RESOLUTION – Adoption of a Non-Ad Valorem Assessment Roll to Fund Stormwater Improvements in the Village of North Palm Beach**

Due to concerns about the condition of the Village's aging stormwater system and the lack of funding available to address such concerns, the Village has been exploring the use of a stormwater utility fee to generate a dedicated funding source to repair and maintain the stormwater system.

On December 10, 2020, Village Council adopted Resolution No. 2020-84 stating the Village's intent to levy a non-ad valorem assessment to collect a Stormwater Utility Fee on the 2021 Tax Bill. To that end, Section 197.3632(2), Florida Statutes, requires the Village to execute standard agreements with both the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector in order to proceed with the collection of the stormwater non-ad valorem assessment on the property tax bill. The Village Council approved those agreements on January 28, 2021 in order to continue the process of establishing the Stormwater Utility Fee.

Through the adoption of Ordinance No. 2021-09 on July 8, 2021, the Village established stormwater management as a Village utility enterprise in accordance with Section 403.0893, Florida Statutes, and established utility assessments for stormwater management services to be levied by resolution against all developed properties that benefit from the Village's stormwater management system. The rates levied against the various properties within the Village are dependent on the type of land use, and the calculation for each type of land use utilizes an Equivalent Residential Unit ("ERU") rate of $7.78 established by the Village Council through the adoption of Resolution No. 2021-68.

On September 8, 2022, the Village Council adopted the non-ad valorem assessment roll for the 2021 stormwater utility assessment and authorized the Mayor to certify the assessment roll to the Palm Beach County Tax Collector. Because the Village was levying the assessment for the first time, it was required to provide notice to each person owning real property within the Village subject to the assessment and publish a notice in the Palm Beach Post twenty days prior to the public hearing.

For 2021, the Village imposed an assessment equal to one ERU for each single-family residential property within the Village. However, in an effort to address concerns regarding the perceived inequity of a single assessment for all developed single-family residential properties and based on a report prepared by the Village's stormwater consultant, the Village Council, through the adoption of Ordinance No. 2022-12 on June 30, 2022, modified the assessment methodology for single-family residential properties, adopting a three-tier approach based on parcel size as follows:

Type of Land Use	Monthly Rate	Annual Rate
Single-family Residential (Parcel area is less than or equal to 7,079 sq.ft.)	(1.00 0.61 ERU) x (per ERU rate[1])	(1.00 0.61 ERU) x (per ERU rate) x 12
Single-family Residential (Parcel area is greater than 7,079 sq.ft. but less than 15,475 sq.ft.)	(0.97 ERU) x (per ERU rate[1])	(0.97 ERU) x (per ERU rate) x 12
Single-family Residential (Parcel area is equal to or greater than 15,475 sq.ft.)	(1.53 ERU) x (per ERU rate)	(1.53 ERU) x (per ERU rate) x 12

Due to this change in methodology (and the resulting assessments) for single-family properties, Section 197.3632, Florida Statutes, requires the Village to adopt the non-ad valorem assessment roll at a public hearing as if it were being levied for the first time. Consequently, the Village provided notice of the public hearing by mail to each person owning single-family residential property subject to the assessment and published a notice in the Palm Beach Post twenty days in advance of the hearing.

After consideration of any objections filed by property owners, the attached Resolution adopts and certifies the non-ad valorem assessment roll for the Stormwater Management Utility Assessment for improved parcels of real property within the Village. The Stormwater Utility Assessment is anticipated to generate approximately $500,000 annually for the improvement and maintenance of the Village's stormwater system.

Although not yet applicable, the Village will eventually develop a credit program to improve equity and incentivize property owners to utilize best management practices to reduce stormwater runoff volume and/or peak discharge rate, thus reducing the demand on the system. This work will be completed in conjunction with the Village's Stormwater Master Plan.

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution adopting the 2022 Non-Ad Valorem Assessment Roll for the Stormwater Management Utility Assessment to fund Stormwater Improvements in the Village of North Palm Beach and authorizing the Mayor to certify the Assessment Roll in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING AND CERTIFYING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE STORMWATER MANAGEMENT UTILITY ASSESSMENT FOR PARCELS OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2020-84 on December 20, 2020, the Village Council stated its intention to use the uniform method for the levy, collection and enforcement of a non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, to finance the costs of operating its Stormwater Utility; and

WHEREAS, as required by Section 197.3632(2), Florida Statutes, through the adoption of Resolution 2021-09 on January 28, 2021, the Village executed agreements with the Palm Beach County Property Appraiser and Palm Beach County Tax Collector for the collection of the non-ad valorem assessment on the property tax bill; and

WHEREAS, through the adoption of Ordinance 2021-09 on July 8, 2021, the Village Council created the Stormwater Management Utility and the Stormwater Management Utility Fund; and

WHEREAS, Section 30-6 of the Village Code of Ordinances provides for the adoption of Stormwater Management Utility Assessments by Resolution of the Village Council and establishes rates based on the type of land use; and

WHEREAS, the calculation for each type of land use utilizes an Equivalent Residential Unit ("ERU") rate of $7.78 established through the adoption of Resolution 2021-68 on August 12, 2021; and

WHEREAS, through the adoption of Resolution No. 2021-77 on September 8, 2021, the Village Council adopted and certified the Stormwater Utility non-ad valorem assessment roll for tax year 2021; and

WHEREAS, through the adoption of Ordinance No. 2022-12 on July 14, 2022, the Village Council modified the assessment methodology for single-family residential properties, opting for a three-tier assessment based on parcel area; and

WHEREAS, because the Village Council modified both the methodology and the amount of the assessment for single-family residential properties, Section 197.3632, Florida Statutes, requires the Village to adopt the non-ad valorem assessment roll at a public hearing as if it were being levied for the first time; and

WHEREAS, as required by Section 197.3632(4)(b), Florida Statutes, the Village provided notice of the public hearing by mail to each person owning single-family residential real property subject to the assessment and published a notice in the Palm Beach Post more than twenty days prior to the public hearing; and

WHEREAS, the Village Council, having considered written objections filed by property owners and testimony from interested persons, wishes to adopt and authorize the certification of the Stormwater Management Utility Assessment non-ad valorem assessment roll; and

WHEREAS, the Village Council determines that the adoption of this Resolution benefits the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. Having conducted the required public hearing, the Village Council hereby adopts the non-ad valorem assessment roll for the Stormwater Management Utility Assessment pursuant to Section 197.3632(4)(c), Florida Statutes. A copy of the non-ad valorem assessment roll is attached hereto and incorporated herein by reference. The monthly and annual assessments were calculated in accordance with Section 30-6(c) of the Village Code as follows:

Type of Land Use	**Monthly Rate**	**Annual Rate**
Single-family Residential (Parcel area is less than or equal to 7,079 sq.ft.)	(1.00 0.61 ERU) x (per ERU rate[1])	(1.00 0.61 ERU) x (per ERU rate) x 12
Single-family Residential (Parcel area is greater than 7,079 sq.ft. but less than 15,475 sq.ft.)	(0.97 ERU) x (per ERU rate[1])	(0.97 ERU) x (per ERU rate) x 12
Single-family Residential (Parcel area is equal to or greater than 15,475 sq.ft.)	(1.53 ERU) x (per ERU rate)	(1.53 ERU) x (per ERU rate) x 12
Condominium	(0.22 ERU per residential unit) x (per ERU rate)	(0.22 ERU per residential unit) x (per ERU rate) x 12
Multifamily Residential	(1.00 ERU) x (parcel IA[2] / 5,550 sq.ft.) x (per ERU rate)	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate) x 12
Nonresidential	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate)	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate) x 12

[1] ERU Rate equals $7.78
[2] IA is Impervious Area as defined in Section 30-3 of the Village Code

The non-ad valorem assessment roll may be modified or adjusted as authorized by law.

Section 3. The non-ad valorem assessment roll for the Stormwater Management Utility Assessment, as adopted, shall continue to be collected from year to year unless discontinued by the Village Council.

Section 4. In accordance with Section 197.3632(5), Florida Statutes, the Village Council designates and authorizes the Mayor to certify the non-ad valorem assessment roll to the Palm Beach County Tax Collector.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

ADDITIONAL BACKUP INFORMATION FOR THIS AGENDA ITEM WILL BE ADDED BEFORE THE COUNCIL MEETING.

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE
FINANCE DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney
Samia Janjua, Finance Director

DATE: August 25, 2022

SUBJECT: **RESOLUTION** – Accepting the ranking of the Audit Selection Committee for the selection of the Village Auditor and approving an Agreement for Auditing Services with Nowlen, Holt and Miner, P.A.

As required by Section 218.391, Florida Statutes, the Village Council appointed the Audit Committee to serve as the Auditor Selection Committee and appointed Councilmember Aubrey to serve as Chair of the Committee. The Committee publicly advertised a Request for Proposals for Audit Services ("RFP") and received four submittals in response to the RFP.

On August 8, 2022, the Committee met to discuss and rank the proposals. Each of the firms is qualified to perform the services, and after discussing the merits of the proposals and related issues, the Committee scored and ranked the firms as follows:

Rank	Firm	Average Score (out of 100):
1	Nowlen, Holt & Miner, P.A.	87
2	Marcum	80
3	Grau & Associates	69
4	Caballero, Fierman, Llerana & Garcia, LLP	67

The Committee opted not to require oral presentations from the top-ranked firms and recommend that the Village Council continue to retain the services of Nowlen, Holt & Miner, P.A. as the Village's Auditor.

Nowlen, Holt & Miner, P.A. did submit the lowest cost proposal, with an annual audit cost of $28,800 for Fiscal Year 2022 and a total cost over six years of $184,300. A cost summary for each proposal is included as part of the back-up materials. Because compensation was one of the factors established by the Committee and used in the evaluation of the proposals, Section 218.391(4)(b), Florida Statutes, **requires** the Village Council to select the highest-ranked qualified firm or document in the Village's public records the reason for not selecting the highest-ranked firm.

Village Staff is presenting and Agreement for Auditing Services with Nowlen, Holt & Miner, P.A. for a six-year period (through Fiscal Year 2027), subject to renewal for two additional one-year periods at the option of the Village.

The attached Resolution and Agreement have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Village Council	A4801-33210	Accounting & Auditing	80%
Country Club	Club Administration	L8056-33210	Accounting & Auditing	20%
Total				**100%**

Recommendation:

Village Staff requests Village Council consideration and approval of the attached Resolution approving the Audit Selection Committee's final ranking of the proposals for Village Auditor, approving an Agreement for Auditing Services with Nowlen, Holt & Miner, P.A. at a total cost of $184,300 over six years with 80% of the funds expended from Account No. A4801-33210 (Village Council – Accounting and Auditing) and 20% of the funds expended from Account No. L8056-33210 (Country Club Administration – Accounting and Auditing), and authorizing the Interim Village Manager and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2022-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE AUDITOR SELECTION COMMITTEE'S FINAL RANKING OF AUDITOR PROPOSALS, APPROVING AN AGREEMENT FOR AUDITING SERVICES WITH NOWLEN, HOLT & MINER, P.A. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Auditor Selection Committee ("Committee") issued a Request for Proposals for Auditing Services ("RFP") in accordance with Section 218.391, Florida Statutes; and

WHEREAS, the Committee reviewed the proposals submitted in response to the RFP and selected Nowlen, Holt & Miner, P.A. as the highest-ranked, qualified firm; and

WHEREAS, the Village Council determines that the approval of the Committee's ranking and the execution of an Agreement with Nowlen, Holt & Miner to provide auditing services in in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the Auditor Selection Committee's ranking of the proposals submitted in response to the Request for Proposals for Audit Services, approves an Agreement for Auditing Services with Nowlen, Holt and Miner, P.A. to provide auditing services for the Village, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

Section 3. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the Village of North Palm Beach, Florida, a Florida municipal corporation ("Village") and Nowlen Holt & Miner, P.A., a Florida corporation ("NH&M").

W I T N E S S E T H:

WHEREAS, the Village's Auditor Selection Committee ("Committee") issued a Request for Proposals for Audit Services ("RFP") for the Village; and

WHEREAS, the Committee reviewed the responses to the RFP and determined that NH&M was the highest ranked qualified firm; and

WHEREAS, based on the Committee's ranking, the Village wishes to retain NH&M to perform such services on behalf of the Village.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Retention of Auditor*.

The Village hereby selects NH&M to supply annual independent auditing services on behalf of the Village.

2. *Scope of Services and Conflicts.*

(a) NH&M agrees to perform such services for the Village in accordance with the terms and conditions of the RFP and NH&M's Proposal ("Proposal") submitted in response to the RFP, which are incorporated herein by this reference, as well as NH&M's Engagement Letter dated August 11, 2022 ("Engagement Letter"), attached hereto as Exhibit "A" and incorporated herein by reference.

(b) In the event of a conflict among the documents referenced above, the conflict shall be resolved in the following order of precedence: (i) the RFP; (ii) the Proposal; and (iii) the Engagement Letter.

3. *Compensation*:

The Village shall compensate NH&M for its services in accordance with the Schedule of Professional Fees ("Fee Schedule") attached to the Engagement Letter. The compensation referenced herein shall be the total cost for all general auditing services performed on behalf of the Village, as defined in the RFP, but does not include any Single Audits, an Alternative Compliance Examination Engagement for Use of Coronavirus State and Local Fiscal Recovery Funds or any

additional services requested by the Village. These services shall be billed at the rates set forth in the Fee Schedule.

4. *Term and Termination.*

(a) This Agreement shall be for an initial term of six (6) years from the effective date and shall continue through the audit for Fiscal Year 2027. It may be extended, at the sole discretion of the Village, for two additional one-year periods and a price to be negotiated between the parties.

(b) This Agreement may be terminated for any or no reason upon thirty (30) days' written notice by the Village or ninety (90) days' written notice by NH&M. In the event of termination, the Village shall compensate NH&M for work performed to the Village's satisfaction through the date of termination based on the hours incurred at NH&M's rates set forth in the Fee Schedule.

5. *Insurance.*

During the term of this Agreement, NH&M agrees to keep and maintain all insurance required by the RFP.

6. *Enforcement costs.*

In the event any lawsuit is brought to enforce compliance with the terms of the Agreement or interpret same, or if any administrative proceeding is initiated for the same purposes, the prevailing party shall pay to the non-prevailing party reasonable attorney's fees and costs, including appellate fees and costs.

7. *Entire Agreement*.

The Village and NH&M agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

8. *Inspector General*.

NH&M is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof, may demand and obtain records and testimony from NH&M. NH&M understands and agrees that in addition to all other remedies and consequences provided by law, the failure of NH&M to fully cooperate with the Inspector General when requested may be deemed by the Village to be a material breach of the Agreement justifying termination.

9. *Public Records*.

IF NH&M 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 RECORDS, VILLAGE CLERK JESSICA GREEN AT (561) 841-3355 OR NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408

NH&M shall comply with the provisions of Section 119.0701, Florida Statutes, and specifically agrees to:

A. Keep and maintain public records required by the Village to perform the service.

B. Upon request from the Village's custodian of public records, provide the Village 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 this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if NH&M does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of NH&M or keep and maintain public records required by the Village to perform the service. If NH&M transfers all public records to the Village upon completion of the contract, NH&M shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NH&M keeps and maintains public records upon completion of the contract, NH&M shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

10. *E-verify.*

NH&M warrants and represents that NH&M and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. NH&M has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that NH&M has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but NH&M has otherwise complied, it

shall notify NH&M, and NH&M shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VILLAGE OF NORTH PALM BEACH

By: _____
Deborah Searcy, Mayor

ATTEST:

By: _____
Jessica Green, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Village Attorney

Witnesses:

_____
Print Name:

_____
Print Name:

NOWLEN, HOLT & MINER, P.A.

By: _____
Name:
Title:

NOWLEN, HOLT & MINER, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE
NORTHBRIDGE CENTRE
515 N. FLAGLER DRIVE, SUITE 1700
POST OFFICE BOX 347
WEST PALM BEACH, FLORIDA 33402-0347
TELEPHONE (561) 659-3060
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WWW.NHMCPA.COM

EVERETT B. NOWLEN (1930-1984), CPA
EDWARD T. HOLT, CPA
WILLIAM B. MINER, RETIRED
ROBERT W. HENDRIX, JR., CPA
JANET R. BARICEVICH, RETIRED, CPA
TERRY L. MORTON, JR., CPA
N. RONALD BENNETT, CVA, ABV, CFF, CPA
ALEXIA G. VARGA, CFE, CPA
EDWARD T. HOLT, JR., PFS, CPA
BRIAN J. BRESCIA, CFP®, CPA

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WEI PAN, CPA
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BELLE GLADE OFFICE
333 S.E. 2nd STREET
POST OFFICE BOX 338
BELLE GLADE, FLORIDA 33430-0338
TELEPHONE (561) 996-5612
FAX (561) 996-6248

August 11, 2022

Village of North Palm Beach, Florida
C/O Samia Janjua, Finance Director
501 U.S. Highway 1
North Palm Beach, FL 33408

To the Honorable Mayor, Members of the Village Council, and Village Manager:

We are pleased to confirm our understanding of the services we are to provide the for the Village of North Palm Beach, Florida for the years ended September 30, 2022, 2023, 2024, 2025, 2026, and 2027 with an option for the years ended September 30, 2028 and 2029

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the Village of North Palm Beach, Florida as of and for the years ended September 30, 2022, 2023, 2024, 2025, 2026, and 2027 with an option for the years ended September 30, 2028 and 2029. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village of North Palm Beach, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of North Palm Beach, Florida's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Pension and Other Postemployment Benefit trend information
3) Budgetary Comparison Schedule – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the Village of North Palm Beach, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements

themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Combining and Individual Fund Financial Statements and Schedules

2) Schedule of expenditures of federal awards, if applicable.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report

1) Introductory and Statistical Sections

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major federal programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance that could have a direct and material effect on each major federal program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and each major state project in accordance with Chapter 10.550 Rules of the Auditor General.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and major state project(s) in accordance with Chapter 10.550 Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Risk of material misstatement due to revenue recognition
- Risk of material misstatement due to management override of controls
- Risk of material misstatement with federal awards and state financial assistance due to noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance, if applicable

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal

control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550 Rules of the Auditor General.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of North Palm, Florida's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550 Rules of the Auditor General require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards applicable to major federal programs and state financial assistance applicable to major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Department of Financial Services' *State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village of North Palm, Florida's major federal programs and state projects. For federal programs and state projects that are included in the Compliance Supplements, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplements identify as being subject to audit. The purpose of these procedures will be to express an opinion on the Village of North Palm, Florida's compliance with requirements applicable to each of its major federal programs and state projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the Village of North Palm, Florida in conformity with accounting principles generally accepted in the United States of America, the Uniform Guidance, Chapter 10.550 Rules of the Auditor General, and the preparation of Annual Financial Report filed with the Florida Department of Financial Services based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with

applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, the Annual Financial Report filed with the Florida Department of Financial Services, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state financial assistance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including federal award and state financial assistance agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state financial assistance, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs and state projects; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or,

if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Village of North Palm, Florida; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nowlen, Holt & Miner, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nowlen, Holt & Miner, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state awarding agency, oversight agency, or pass-through entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The obligations of Nowlen, Holt & Miner, P.A. are solely the obligations of Nowlen, Holt & Miner, P.A. No officer, owner, director, employee, agent, contractor, shareholder, or controlling person shall be subject to any personal liability whatsoever.

Terry L. Morton, Jr. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in January and to issue our reports no later than March 15, 2023.

Our fees for these services will be in accordance with the attached schedule. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Personal Liability

The obligations of Nowlen, Holt & Miner, PA are solely the obligations of Nowlen, Holt & Miner, PA. No officer, owner, director, employee, agent, contractor, shareholder, or controlling person shall be subject to any personal liability whatsoever.

Governing Law & Venue

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Palm Beach County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens.*

Statute of Limitations

The parties agree that there shall be a two-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than two years, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access

through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows Nowlen, Holt & Miner, PA and you to share data, engagement information, knowledge, and deliverables in a protected environment. You agree that Nowlen, Holt & Miner, PA has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold Nowlen, Holt & Miner, PA harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Village Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and State Single Audit report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Village of North Palm Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

Nowlen Holt and Miner, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Village of North Palm Beach, Florida.

Management:

Signature:_____

Title:_____

Date:_____

Governance:

Signature:_____

Title:_____

Date:_____

VILLAGE OF NORTH PALM BEACH
RFP - AUDIT SERVICES

Schedule of Professional Fees

Financial Statement Audit FY - 2022- 2027

Item	Title	Proposed Number of Hours	Hourly Rate	Total
1	Partner	130	$195	$ 25,350
2	Manager	100	185	18,500
3	Supervisor Staff	0	175	0
4	Staff	30	105	3,150
			Total FY2022	$ 47,000
			Multi-Year Discount	(18,200)
			Discounted FY2022	$ 28,800
			Total FY2023	29,600
			Total FY2024	30,500
			Total FY2025	31,500
			Total FY2026	31,500
			Total FY2027	32,400
			Total FY2022 - 2027	$ 184,300

Single Audit (If Required) - Fee is based on per Major Program

Item	Title	Proposed Number of Hours	Hourly Rate	Total
1	Partner	15	$195	$ 2,925
2	Manager	10	185	1,850
3	Supervisor Staff	0	175	0
4	Staff	0	105	0
			Total FY2022	$ 4,775
			Multi-Year Discount	(1,275)
			Discounted FY2022	$ 3,500
			Total FY2023	3,500
			Total FY2024	3,500
			Total FY2025	3,500
			Total FY2026	3,500
			Total FY2027	3,500
			Total FY2022 - 2027	$ 21,000

Alternative Compliance Examination Engagement for Use of Coronavirus State and Local Fiscal Recovery Funds (SLRF) (If Required)

Item	Title	Proposed Number of Hours	Hourly Rate	Total
1	Partner	5	$195	$ 975
2	Manager	5	185	925
3	Supervisor Staff	0	175	0
4	Staff	0	105	0
			Total FY2022	$ 1,900
			Multi-Year Discount	(900)
			Discounted FY2022	$ 1,000
			Total FY2023	300
			Total FY2024	300
			Total FY2025	300
			Total FY2026	300
			Total FY2027	300
			Total FY2022 - 2027	$ 2,500

Additional Services (If Required)

Additional Services will be based on hourly rates below with number of hours and totals to be discussed at time additional services are needed. It is Nowlen, Holt & Miner, P.A.'s policy not to charge an additional fee for routine advice.

Item	Title	Proposed Number of Hours	Hourly Rate	Total
1	Partner	N/A	$255	N/A
2	Manager	N/A	185	N/A
3	Supervisor Staff	N/A	175	N/A
4	Senior	N/A	130	N/A
5	Staff	N/A	105	N/A
			Total	N/A

Signature and Date Edward T. Holt July 22, 2022

Title/Company Edwart T. Holt, President - Nowlen, Holt & Miner, P.A.

Cost Summary Sheet of Auditor Proposals

ANNUAL AUDIT COST:

FY	GRAU	MARCUM	CABALLERO	NOWLEN
FY 2022	$35,000	$45,000	$44,520	$28,800
FY 2023	$36,000	$45,000	$44,520	$29,600
FY 2024	$37,000	$45,000	$44,520	$30,500
FY 2025	$38,000	$45,000	$44,520	$31,500
FY 2026	$39,000	$45,000	$44,520	$31,500
FY 2027	$40,000	$45,000	$44,520	$32,400
TOTAL	**$225,000**	**$270,000**	**$267,120**	**$184,300**

COSTS FOR ADDITIONAL SERVICES:

SINGLE AUDIT (IF REQUIRED)

FY	GRAU	MARCUM	CABALLERO	NOWLEN
FY 2022	$5,025	$7,470	$5,550	$3,500
FY 2023	$5,025	$7,470	$5,550	$3,500
FY 2024	$5,025	$7,470	$5,550	$3,500
FY 2025	$5,025	$7,470	$5,550	$3,500
FY 2026	$5,025	$7,470	$5,550	$3,500
FY 2027	$5,025	$7,470	$5,550	$3,500
TOTAL	**$30,150**	**$44,820**	**$33,300**	**$21,000**

SLRF $$ (IF REQUIRED)

FY	GRAU	MARCUM	CABALLERO	NOWLEN
FY 2022	$4,025	$7,470	$5,550	$1,000
FY 2023	$4,025	$7,470	$5,550	$300
FY 2024	$4,025	$7,470	$5,550	$300
FY 2025	$4,025	$7,470	$5,550	$300
FY 2026	$4,025	$7,470	$5,550	$300
FY 2027	$4,025	$7,470	$5,550	$300
TOTAL	**$24,150**	**$44,820**	**$33,300**	**$2,500**

HOURLY RATES FOR ADDITIONAL SERVICES (IF REQUIRED)

DESCRIPTION	GRAU	MARCUM	CABALLERO	NOWLEN
PARTNER	$225	$300	$210	$255
MANAGER	$175	$250	$132	$185
SUPERVISOR STAFF	$125	$155	$108	$175
SENIOR				$130
STAFF		$100	$60	$105

RFP - Audit Services
Score Summary Worksheet

Criteria	CFLG	Nowlen	Marcum	Grau
Qualifications & Experience	25	24	25	23
Quality of Services	25	25	25	23
Technical Approach to the Project	20	20	20	20
Fee	11	20	11	16
Other	8	9	9	8
Total (Darryl Aubrey)	**89**	**98**	**90**	**90**

Criteria	CFLG	Nowlen	Marcum	Grau
Qualifications & Experience	15	25	15	15
Quality of Services	15	25	15	15
Technical Approach to the Project	15	20	15	15
Fee	0	20	0	0
Other	5	10	5	5
Total (Tom Magill)	**50**	**100**	**50**	**50**

Criteria	CFLG	Nowlen	Marcum	Grau
Qualifications & Experience	25	25	25	25
Quality of Services	25	25	25	25
Technical Approach to the Project	20	20	20	20
Fee	0	20	0	5
Other	0	0	0	0
Total (Don Kazimir)	**70**	**90**	**70**	**75**

Criteria	CFLG	Nowlen	Marcum	Grau
Qualifications & Experience	23	25	22	21
Quality of Services	21	23	22	23
Technical Approach to the Project	20	20	20	20
Fee	18	20	18	18
Other	8	8	6	7
Total (Thomas Andres)	**90**	**96**	**88**	**89**

Criteria	CFLG	Nowlen	Marcum	Grau
Qualifications & Experience	15	15	25	15
Quality of Services	5	10	25	10
Technical Approach to the Project	5	10	20	5
Fee	5	5	20	5
Other	0	0	10	0
Total (Susanne Mehregan)	**30**	**40**	**100**	**35**

Criteria	CFLG	Nowlen	Marcum	Grau
Qualifications & Experience	15	25	20	20
Quality of Services	25	25	25	25
Technical Approach to the Project	10	20	10	10
Fee	16	20	17	15
Other	5	10	10	5
Total (David Talley)	**71**	**100**	**82**	**75**

Firm	Total Score	Avg Score	Rank
CFLG	400	67	4
Nowlen	524	87	1
Marcum	480	80	2
Grau	414	69	3

Meeting held on 8/8/2022 at 5:30pm

VILLAGE OF NORTH PALM BEACH
FIRE RESCUE DEPARTMENT

TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: August 25, 2022

SUBJECT: **RESOLUTION – Approving the purchase of two (2) Stryker Power Pro 2 Stretchers, including accessories and an extended warranty, from Stryker Medical at a total cost of $66,799.85, approving a budget amendment for the use of CIP funds, and approving the trade in of two (2) obsolete power stretchers**

Village Staff is seeking Council consideration and adoption of a Resolution approving the purchase of two (2) Stryker Power Pro 2 stretchers with accessories and extended warranties and authorizing the trade in of two (2) obsolete power stretchers.

Background:

The Fire Rescue Department's current power stretchers are seven (7) years old and are no longer supported by the manufacturer and considered obsolete. They were budgeted to be replaced in Fiscal Year 2023; however, the request to purchase the stretchers at this time is to expedite delivery due to supply-chain issues.

Purchasing:

The stretchers will be purchased from Stryker Medical, the item manufacturer and sole source, utilizing pricing established in an existing Savvik Buying Group Cooperative Purchasing Contract (RFP No. 2019-05), at a total cost not to exceed $66,799.85.

Funding:

This purchase was identified as one that can be funded utilizing the FY21 General Fund Net Income Funds, which are held in the Village's CIP Fund and transferred to the project account when the item is ready to be purchased. The following budget amendment utilizes $66,800 in CIP funds for this purchase. A CIP Fund Recap, as well as all supporting documentation, has been included in your agenda backup material for review:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5812-66490	Fire Rescue-Mach. & Equip.	$66,800	
K5541-66000	Reserve Expenses - Capital		$66,800
Total Capital Projects Fund		**$66,800**	**$66,800**

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of two (2) Stryker Power Pro 2 stretchers including accessories and extended warranties, from Stryker Medical utilizing pricing established in an existing Savvik Buying Group Cooperative Purchasing Contract, at a total cost not to exceed $66,799.85, with funds expended from Account No. K5812-66490 (Fire Rescue – Machinery & Equipment), authorizing the trading in two (2) power stretchers; and authorizing the Mayor and Village Clerk to execute the required budget amendment for this capital purchase in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF TWO STRYKER POWER PRO 2 STRETCHERS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SAVVIK BUYING GROUP COOPERATIVE PURCHASING CONTRACT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER $66,800.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE FIRE RESCUE – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; DECLARING TWO EXISTING STRETCHERS AS SURPLUS PROPERTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Rescue Department is requesting the purchase of two Stryker Power Pro 2 stretchers, including accessories and extended warranties, from Stryker Medical utilizing pricing established in an existing Savvik Buying Group Cooperative Purchasing Contract (RFP No. 2019-05) solicited by the Eagle County, Colorado Paramedic Services and Public Service Safety Association; and

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of current cooperative purchasing contract; and

WHEREAS, the Village Council seeks to amend the current capital projects fund budget to transfer $66,800.00 from the Capital Reserve Account to the Fire – Machinery and Equipment Capital Account to fund the purchase of the equipment; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of two Stryker Power Pro 2 stretchers, with accessories and extended warranty, from Stryker Medical utilizing pricing established in an existing Savvik Buying Group Cooperative Purchasing Contract (RFP No. 2019-05) solicited by the Eagle County, Colorado Paramedic Services and Public Service Safety Association at a total cost of $66,799.85, with funds expended from Account No. K5812-66490 (Fire – Machinery and Equipment).

Section 3. In order to fund this expenditure, the Village Council hereby approves a budget amendment for the transfer of funds as indicated below and authorizes and directs the Mayor and Village Clerk to execute the budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5812-66490	Fire – Machinery & Equipment	$66,800	
K5541-66000	Reserve Expenses - Capital		$66,800
Total Capital Projects Fund:		$66,800	$66,800

Section 4. The Village Council declares two existing power stretchers as surplus property and authorizes their trade-in to offset the cost of the new equipment.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

stryker

VNPB Transport

Quote Number:	10538960	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	VILLAGE OF NORTH PALM BEACH	Rep:	Shane Hardin
	Attn:	Email:	shane.hardin@stryker.com
		Phone Number:	(269) 214-7919

GPO: EMS DISTRIBUTORS

Quote Date: 08/04/2022

Expiration Date: 09/30/2022

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	VILLAGE OF NORTH PALM BEACH	Name:	VILLAGE OF NORTH PALM BEACH	Name:	VILLAGE OF NORTH PALM BEACH
Account #:	1178734	Account #:	1178734	Account #:	1178734
Address:	560 US HIGHWAY 1	Address:	560 US HIGHWAY 1	Address:	560 US HIGHWAY 1
	NORTH PALM BEACH		NORTH PALM BEACH		NORTH PALM BEACH
	Florida 33408-4902		Florida 33408-4902		Florida 33408-4902

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	$25,842.19	$51,684.38
2.0	650700450301	ASSEMBLY, BATTERY CHARGER	2	$1,043.41	$2,086.82
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	2	$23.83	$47.66
4.0	650707000002	Lithium-Ion Battery	4	$729.09	$2,916.36
6.0	6252000000	Stair-PRO Model 6252	1	$3,642.21	$3,642.21
6.1	7777881660	1 year parts, labor & travel			
6.2	6252009001	Stair-Pro Operations Manual			
6.3	6250001162	In-Service Video (DVD)			
6.4	6252026000	Common Components			
6.5	6250021000	2 Piece ABS Panel Seat			
6.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
6.7	6252022000	Main Frame Assy Option			
6.8	6250024000	Standard Length Lower LiftHandles			
6.9	6252027000	Footrest Option			
6.10	6252024000	No IV Clip Option			
				Equipment Total:	$60,377.43

Trade In Credit:

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

VNPB Transport

Quote Number:	10538960	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	VILLAGE OF NORTH PALM BEACH	Rep:	Shane Hardin
	Attn:	Email:	shane.hardin@stryker.com
		Phone Number:	(269) 214-7919

GPO: EMS DISTRIBUTORS

Quote Date: 08/04/2022

Expiration Date: 09/30/2022

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	2	-$2,500.00	-$5,000.00

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
5.1	77500010	ProCare Power-PRO 2 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with SEM and battery coverage for 6507 POWER PRO 2, HIGH CONFIG	5	2	$5,711.21	$11,422.42
					ProCare Total:	$11,422.42

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$0.00
Grand Total:	$66,799.85

Comments:

Savvik RFB 2021-06
PP Early Trade (Promo)

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

AGREEMENT

This Agreement is effective November 8, 2021, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the "Principal Procurement Agency"), Public Safety Association Inc (the "Company") and Stryker Sales, LLC, (the "Supplier").

RECITALS

A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2021-06 ("RFB"), soliciting bids for the supply and support of Medical Equipment.

B. Supplier duly submitted proposal in response to the RFB ("RFB Response"), which outlines Supplier's agreement to or exceptions with the RFB.

C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties' agreement.

AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 19, 2021 and August 26, 2021, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled "Eagle County Paramedic Services, Public Safety Association Inc and Stryker Sales, LLC" attached hereto (together, all such documents shall be referred to herein as the "**Contract Documents**"), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier's provision of products and services to the Company pursuant to the terms therein.

2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.

3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

4. Term of Agreement: This agreement is set to expire November 8, 2024.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2021.

Eagle County Health Service District
dba, Eagle County Paramedic Services
(the "Principal Procurement Agency")

By: _____

Printed Name: Steve Vardaman
Its: Operations Manager

Public Safety Association Inc
(the "Company")

By: _____

Printed: Dane Meyer
Its: President

Stryker Sales, LLC
(the "Supplier")

By: _____

Printed Name: Jennifer N. Collins

Its: Manager, Strategic Pricing & Contracts

July 2022

Power-PRO™ XT Cot sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-PRO XT Cot (Model 6506). This correspondence is to inform you of the characteristics of the Power-PRO Cot. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-PRO XT Cot conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-LOAD Cot Fastener and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD Cot Fastener and X-Restraints.

Ease of use:

- The cot has a weight capacity of 700 lb.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. Thus, the cot will not abruptly jar the operator or patient.
- The battery is placed at the foot end of the stretcher.
- The cot legs power-retract in 3.5 seconds which speeds load time.
- The cot provides a load height of 36" and is operator adjustable to match the deck height of individual ambulances.
- The foot-end of the cot provides lifting bars and operator controls at two different heights, thus providing optimal ergonomics to most operator heights.
- The foot end of the cot contains a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator the time to change the battery before full depletion of power.
- The Model 6506 has 6" x 2" sealed casters and bearings.
- The cot features a foot end mounted hourly usage meter. This tool can be used to determine the timing of preventative maintenance checks.
- The cot features powder-coating of the aluminum frame (including the patient handling surfaces) and sealed caster bearings, thus reducing aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your Sales Representative for further information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Performance-LOAD, Power-LOAD, Power-PRO, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo. Copyright © 2022 Stryker. M0000001063 REV AB

Emergency Care
3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

Ad #: 0000672234-01
Customer: PUBLIC SAFETY ASSOCIATION, INC,
Your account number is: 10021217

PROOF OF PUBLICATION
EAGLE VALLEY ENTERPRISE
STATE OF COLORADO
COUNTY OF EAGLE

I, Mark Wurzer, do solemnly swear that I am Publisher of the EAGLE VALLEY ENTERPRISE, that the same weekly newspaper printed, in whole or in part and published in the County of Eagle, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Eagle for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 2 insertions; and that the first publication of said notice was in the issue of said newspaper dated 8/19/2021 and that the last publication of said notice was dated 8/26/2021 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 11/4/2021.

Mark Wurzer, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Eagle, State of Colorado this day 11/4/2021.

Jeri Medina, Notary Public
My Commission Expires: August 19, 2024

JERI MEDINA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164029599
MY COMMISSION EXPIRES AUGUST 19, 2024

NOTICE

Notice is hereby given that sealed bids will be received for the procurement of Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing on behalf of the Public Safety Association Inc. c/o Eagle County Paramedic Services. To obtain a copy of the Request for Bids (RFB), please contact Cindy Sobania at 1-855-795-1772 or send an e-mail request to office@publicsafetyassociation.org. Sealed bids must be received in the office of Public Safety Association Inc. c/o Eagle County Paramedic Services, 56 33rd Ave S, PMB 347, St. Cloud, MN 56301, prior to 11:00 AM CST on Friday, October 15, 2021. Bids may be submitted electronically (preferred) or in hard copy form per instructions in RFB. Bids will be opened at 1:00 PM CST, Friday, October 15, 2021 via Webinar. The Public Safety Association Inc. c/o Eagle County Paramedic Services reserves the right to reject any or all bids. No bid may be withdrawn within 30 days of submission. Bids must be on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Minnesota), or a bidder's bond made payable without conditions to Public Safety Association Inc. c/o Eagle County Paramedic Services in an amount of $1,000.00.

Published in the Eagle Valley Enterprise on August 19 and 26, 2021. 0000672234

Contract announcement

Savvik Buying Group

Stryker is pleased to announce a renewed contract for Patient Transport Equipment such as: powered and manual cot fasteners, powered and manual ambulance cots, stair chairs, and accessories. This contract was awarded through Eagle County Paramedic Services and the Public Service Safety Association. It continues to be managed and marketed in conjunction with the Savvik Buying Group.

Contract Details

RFP number: 2019-05
Term: Contract pricing is effective immediately and expires June 3, 2024
Contract Includes: Power-LOAD cot fastener, Performance-LOAD cot fastener, Wall or Floor Mount cot fastener, Power-PRO XT cot, Power-PRO IT cot, Performance-PRO cot, MX-PRO Bariatric cot, MX-PRO R3 cot, Stair-PRO stair chair, and all supporting accessories

Product Offerings

Cot Fasteners

- Power-LOAD cot fastening system offers improved operator and patient safety by supporting the cot throughout the loading and unloading process while meeting dynamic crash test standards.
- Performance-LOAD manual-loading cot fastener system helps ensure caregiver and patient safety by guiding the cot throughout the loading and unloading process, and securing the cot during transportation. The Performance-LOAD cot fastener meets dynamic crash test standards when used with the Power-PRO XT cot or Performance-PRO cot.
- Floor or wall mount cot fasteners feature tough steel construction with an oversized rail clamp that keeps cot stable.

Ambulance Cots

- The Power-PRO XT cot is an industry-leading powered ambulance cot. This innovative battery-powered hydraulic system raises and lowers the cot with the touch of a button and meets SAE dynamic crash test standards when used with the Power-LOAD or Performance-LOAD cot fasteners.
- Stryker's Powered incubator transport cot, Power-PRO IT, provides stability and safety while helping to reduce the risk of caregiver back strain.
- The Performance-PRO XT cot is a tough aluminum X-frame cot that sets the standard for manual cot operation. It is light, versatile, stable and has proven performance. When used with the Performance-LOAD manual cot fastener, this system meets SAE dynamic crash test standards.
- The MX-PRO Bariatric Transport ambulance cot features a wide patient surface and wheelbase, providing stability during transport.
- MX-PRO R3 X-frame manual ambulance cot is light, durable, and fast-handling.

Stair Chair

- Independent ergonomic experts found that when compared to competitive models*, Stair-PRO stair chair users significantly reduce the relative risk of lower back injuries when taking patients up or down stairs. This stair chair utilizes an innovative Stair-TREAD system, which allows caregivers to transport patients down stairs without lifting.

Take Action

- This contract renewal extends the original bid through Eagle County Paramedic Services and the Public Safety Association, which was awarded following a competitive bid process. Therefore, no further bidding is necessary.
- Any PSAI or Savvik member may link to this award, public or private agencies included.
- Joining Savvik Buying Group is easy and free to do. There are no contract fees to Savvik members.
- Bid awardees have pricing flexibility on local contracts and bulk purchases.
- Bid documents are available on the Savvik website under the Stryker web page.

Stryker Contact

Ted Harris, National Account Manager
Ted.Harris@stryker.com
615.512.4890

Savvik Contact

Mickey Schulte, Executive Director
mschulte@Savvik.org
713.504.7737

*Ergonomic Analysis of Tracked Stair Chairs Case Study. *Stryker*. Mkt Lit-146-01 Jun 2006 Rev B

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: MX- PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, Stair-PRO, Stair-TREAD, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo. Copyright © 2021 Stryker. Mkt Lit-1829 13 AUG 2019 Rev B

Village of North Palm Beach				
CIP Fund Recap				
Fiscal Year 2022				
Beginning Balance				**$88,407**
Transfers in:		Resolution / Ordinance	Amount	Total
	FY 2022 Transfer in (transfer during budget process)	Ordinance # 2021-17	660,000	
	FY 2022 Transfer in (use of FY21 Net Income)	Ordinance # 2022-08	2,000,000	
Total Transfers in				$2,660,000
Less: Purchases				
	Description	Resolution #	Amount	Total
	Fiscal Year 2022			
	Community Center Playground Equipment	Resolution # 2022-08	3,315	
	Boat Engine Replacement	Resolution # 2022-12	44,500	
	Webstreaming	Resolution # 2022-15	39,690	
	Increase in Grapple Truck Purchase Price	Resolution # 2022-18	7,750	
	Lighthouse Drive Bridge Conceptual Designs	Resolution # 2022-33	91,288	
	Village Hall Air Handler & Chiller Replacement	Resolution # 2022-34	203,868	
	Anchorage Park Playground Replacement	Resolution # 2022-35	250,000	
	Solid Waste Front Load Truck	Resolution # 2022-43	307,939	
	Power Stretchers	on 8/25/22 agenda	66,800	
Total Purchases				(1,015,150)
CIP Fund Available Balance				**$1,733,257**

Purchase Order Form

stryker

Account Manager Shane Hardin

Cell Phone (269) 214-7919

Purchase Order Date 8-15-22

Expected Delivery Date 2022

Stryker Quote Number 10538960

Customer PO Number (if avaliable)

Bill To	Customer #	1178734
Company Name	Village of North Palm Beach	
Contact or Department	Scott Freseman	
Street Address	560 US Highway 1	
Addt'l Address Line	North Palm Beach	
City, ST ZIP	Florida 33408-4902	
Phone		

Ship To / End User	Customer #	1178734
Company Name	Village of North Palm Beach	
Contact or Department	Scott Freseman	
Street Address	560 US Highway 1	
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City, ST ZIP	Florida 33408-4902	
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Deliver To	Customer #	1178734
Company Name	Village of North Palm Beach	
Contact or Department	Scott Freseman	
Street Address	560 US Highway 1	
Addt'l Address Line	North Palm Beach	
City, ST ZIP	Florida 33408-4902	
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

Authorized Customer Initials _____

Description		Quantity	Total
Reference Quote:	10538960	1	66799.85

Total 66799.85 -

Accounts Payable Contact Information

Name:

Email:

Phone:

Authorized Customer Signature

Name:

Title:

Signature:

Date:

Attachment: **Stryker Quote Number** 10538960

Stryker Terms and Conditions

www.strykeremergencycare.com/terms

VILLAGE OF NORTH PALM BEACH
FIRE RESCUE DEPARTMENT

TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: August 25, 2022

SUBJECT: **RESOLUTION – Approving the purchase of four (4) LIFEPAK 15 V4 Monitor/Defibrillators, including accessories and an extended warranty, from Stryker Medical at a total cost of $124,423.12, approving a budget amendment for the use of CIP funds, and approving the trade in of four (4) obsolete Zoll Model X monitor/defibrillators**

Village Staff is seeking Council consideration and adoption of a Resolution approving the purchase of four (4) LIFEPAK 15 V4 monitor/defibrillators with accessories and extended warranties and authorizing the trade in of four (4) obsolete monitor/defibrillators.

Background:

The Fire Rescue Department's current monitors/defibrillators are seven (7) years old and are no longer supported by the manufacturer and considered obsolete. They were budgeted to be replaced in Fiscal Year 2023; however, the request to purchase the monitor/defibrillators at this time is to expedite delivery due to supply-chain issues.

Purchasing:

The monitor/defibrillators will be purchased from Stryker Medical, the item manufacturer and sole source, utilizing pricing established in an existing Savvik Contract (RFP No. 2021-06), at a total cost not to exceed $124,423.12.

Funding:

This purchase was identified as one that can be funded utilizing the FY21 General Fund Net Income Funds, which are held in the Village's CIP Fund and transferred to the project account when the item is ready to be purchased. The following budget amendment utilizes $124,424 in CIP funds for this purchase. A CIP Fund Recap, as well as all supporting documentation, has been included in your agenda backup material for review:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5812-66490	Fire Rescue-Mach. & Equip.	$124,424	
K5541-66000	Reserve Expenses - Capital		$124,424
Total Capital Projects Fund		**$124,424**	**$124,424**

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of four (4) LIFEPAK 15 V4 monitor/defibrillators including accessories and extended warranties from Stryker Medical utilizing pricing established in an existing Savvik Buying Group Cooperative Purchase Contract, at a total cost not to exceed $124,423.12, with funds expended from Account No. K5812-66490 (Fire Rescue – Machinery & Equipment); authorizing the trading in of four (4) monitor/defibrillators; and authorizing the Mayor and Village Clerk to execute the required budget amendment for this capital purchase in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF FOUR LIFEPAK 15 V4 MONITOR DEFIBRILLATORS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SAVVIK BUYING GROUP COOPERATIVE PURCHASING CONTRACT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER $124,424.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE FIRE RESCUE – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; DECLARING FOUR EXISTING MONITOR/DEFIBRILLATORS AS SURPLUS PROPERTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Rescue Department is requesting the purchase of four LIFEPAK 14 V4 Monitor/Defibrillators, including accessories and extended warranties, from Stryker Medical utilizing pricing established in an existing Savvik Buying Group Cooperative Purchasing Contract (RFP No. 2021-06) solicited by the Eagle County, Colorado Paramedic Services and Public Service Safety Association; and

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of current cooperative purchasing contract; and

WHEREAS, the Village Council seeks to amend the current capital projects fund budget to transfer $124,424.00 from the Capital Reserve Account to the Fire – Machinery and Equipment Capital Account to fund the purchase of the equipment; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of four LIFEPAK 14 V4 Monitor/Defibrillators, including accessories and extended warranties, from Stryker Medical utilizing pricing established in an existing Savvik Buying Group Cooperative Purchasing Contract (RFP No. 2021-06) solicited by the Eagle County, Colorado Paramedic Services and Public Service Safety Association at a total cost of $124,423.12, with funds expended from Account No. K5812-66490 (Fire – Machinery and Equipment).

Section 3. In order to fund this expenditure, the Village Council hereby approves a budget amendment for the transfer of funds as indicated below and authorizes and directs the Mayor and Village Clerk to execute the budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5812-66490	Fire – Machinery & Equipment	$124,424	
K5541-66000	Reserve Expenses - Capital		$124,424
Total Capital Projects Fund:		$124,424	$124,424

Section 4. The Village Council declares four existing Zoll Model X monitor/defibrillators as surplus property and authorizes their trade-in to offset the cost of the new equipment.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

stryker

VNPB Treatment LP 15

Quote Number:	10531487	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	VILLAGE OF NORTH PALM BEACH	Rep:	Shane Hardin
	Attn:	Email:	shane.hardin@stryker.com
		Phone Number:	(269) 214-7919

GPO: EMS DISTRIBUTORS

Quote Date: 08/15/2022

Expiration Date: 09/30/2022

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	VILLAGE OF NORTH PALM BEACH	Name:	VILLAGE OF NORTH PALM BEACH	Name:	VILLAGE OF NORTH PALM BEACH
Account #:	1178734	Account #:	1178734	Account #:	1178734
Address:	560 US HIGHWAY 1	Address:	560 US HIGHWAY 1	Address:	560 US HIGHWAY 1
	NORTH PALM BEACH		NORTH PALM BEACH		NORTH PALM BEACH
	Florida 33408-4902		Florida 33408-4902		Florida 33408-4902

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	4	$33,739.98	$134,959.92
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	4	$0.00	$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	12	$343.85	$4,126.20
4.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	4	$445.25	$1,781.00
5.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	4	$234.65	$938.60
6.0	11220-000028	LIFEPAK 15 Carry case top pouch	4	$42.25	$169.00
7.0	11260-000039	LIFEPAK 15 Carry case back pouch	4	$60.45	$241.80
8.0	11577-000004	Station Battery Charger - For the LP15	4	$1,363.05	$5,452.20
9.0	11160-000017	NIBP Cuff -Reusable, Large Adult	4	$25.35	$101.40
10.0	11160-000013	NIBP Cuff-Reusable, Child	4	$18.20	$72.80
13.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	4	$174.20	$696.80
15.0	11996-000526	ASSEMBLY, GATEWAY, 4G, MULTITECH, ATT TELIT,KORE	4	$837.85	$3,351.40
			Equipment Total:		$151,891.12

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

VNPB Treatment LP 15

Quote Number:	10531487	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	VILLAGE OF NORTH PALM BEACH	Rep:	Shane Hardin
	Attn:	Email:	shane.hardin@stryker.com
		Phone Number:	(269) 214-7919

GPO: EMS DISTRIBUTORS

Quote Date: 08/15/2022

Expiration Date: 09/30/2022

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZX-LP15	TRADE-IN-ZOLL X-SERIES TOWARDS PURCHASE OF LIFEPAK 15	4	-$15,000.00	-$60,000.00

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
11.1	78000639	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	5	4	$7,704.00	$30,816.00
14.0	78000171	LIFENET Asset, per device	1	4	$109.00	$436.00
16.0	78000169	KORE - Stryker data plan for modem (AT&T)	1	4	$320.00	$1,280.00
					ProCare Total:	$32,532.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$0.00
Grand Total:	$124,423.12

Comments:

Pricing per Savvik Contrat RFB 2021-06

Prices: In effect for 30 days

Terms: Net 30 Days

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

VNPB Treatment LP 15

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GPO: EMS DISTRIBUTORS

Quote Date: 08/15/2022

Expiration Date: 09/30/2022

Contact your local Sales Representative for more information about our flexible payment options.

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

Purchase Order Form

stryker

Account Manager Shane Hardin

Cell Phone (269) 214-7919

Purchase Order Date 8-15-2022

Expected Delivery Date 2023

Stryker Quote Number 10531487

Customer PO Number (if avaliable)

Bill To	Customer #	1178734
Company Name	Village of North Palm Beach	
Contact or Department	Scott Freseman	
Street Address	560 US Highway 1	
Addt'l Address Line	North Palm Beach	
City, ST ZIP	Florida 33408-4902	
Phone		

Ship To / End User	Customer #	1178734
Company Name	Village of North Palm Beach	
Contact or Department	Scott Freseman	
Street Address	560 US Highway 1	
Addt'l Address Line	North Palm Beach	
City, ST ZIP	Florida 33408-4902	
Phone		

Deliver To	Customer #	1178734
Company Name	Village of North Palm Beach	
Contact or Department	Scott Freseman	
Street Address	560 US Highway 1	
Addt'l Address Line	North Palm Beach	
City, ST ZIP	Florida 33408-4902	
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

Authorized Customer Initials _____

Description		Quantity	Total
Reference Quote:	10531487	1	124423.12
		Total	124423.12 -

Accounts Payable Contact Information

Name:

Email:

Phone:

Authorized Customer Signature

Name:

Title:

Signature:

Date:

Attachment: **Stryker Quote Number** 10531487

Stryker Terms and Conditions

www.strykeremergencycare.com/terms

stryker

Contract announcement

Savvik Buying Group

Styker is pleased to announce a newly awarded competitive bid for resuscitation devices including: automated external defibrillators (AEDs), cardiac monitors/defibrillators, automated CPR devices, video laryngoscopes, accessories and technical service. This bid was awarded through Eagle County Paramedic Services and the Public Service Safety Association and will be managed and marketed in conjunction with the Savvik Buying Group.

Contract Details

RFP number: 2021-06
Term: Contract pricing is effective immediately and expires November 8, 2024
Contract Includes: LIFEPAK® 15 monitor/defibrillator, LUCAS® 3 chest compression system, McGRATH™ MAC EMS Video Laryngoscope, LIFEPAK and HeartSine® AEDs, technical service, and all supporting accessories and disposables

Product Offerings

- LIFEPAK 15 offers sophisticated clinical technologies with a rich array of features – like the most powerful escalating energy available (up to 360J biphasic), advanced monitoring parameters and a completely upgradeable platform.
- By providing guidelines-consistent, high-quality compressions, LUCAS allows your teams to narrow their focus so they can work together more effectively.
- McGRATH MAC EMS combines direct and video laryngoscopy into a single device designed to improve your view across the entire spectrum of intubation difficulty.
- LIFEPAK AEDs combine full-energy dosing ranges (up to 360J biphasic) and exceptional ease of use to set the standard in emergency care for professionals and public access customers.
- Designed specifically for the lay responder, HeartSine samaritan AEDs offer industry-leading value and environmental protection, all in an easy-to-operate system in the smallest and lightest package available.

Take Action

- This public bid through Eagle County Paramedic Services and the Public Safety Association was awarded following some of the toughest bid laws in the nation. Therefore, no further bidding is necessary.
- Any PSAI or Savvik member may link to this award, public or private agencies included.
- Joining Savvik Buying Group is easy and free. There are no contract fees to Savvik members.
- Bid awardees have pricing flexibility on local contracts and bulk purchases.
- Bid documents are available on the Savvik website under the Stryker's web page.

Stryker Contact

Ted Harris
ted.harris@stryker.com
615.512.4890

Savvik Contact

Mickey Schulte, Executive Director
mschulte@Savvik.org
713.504.7737

SAVVIK BUYING GROUP
EAGLE COUNTY PARAMEDIC SERVICES
Public Safety Association Inc WORKING FOR YOU

GDR 3339536_D
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Village of North Palm Beach				
CIP Fund Recap				
Fiscal Year 2022				
Beginning Balance				**$88,407**
Transfers in:		Resolution / Ordinance	Amount	Total
	FY 2022 Transfer in (transfer during budget process)	Ordinance # 2021-17	660,000	
	FY 2022 Transfer in (use of FY21 Net Income)	Ordinance # 2022-08	2,000,000	
Total Transfers in				$2,660,000
Less: Purchases				
	Description	Resolution #	Amount	Total
	Fiscal Year 2022			
	Community Center Playground Equipment	Resolution # 2022-08	3,315	
	Boat Engine Replacement	Resolution # 2022-12	44,500	
	Webstreaming	Resolution # 2022-15	39,690	
	Increase in Grapple Truck Purchase Price	Resolution # 2022-18	7,750	
	Lighthouse Drive Bridge Conceptual Designs	Resolution # 2022-33	91,288	
	Village Hall Air Handler & Chiller Replacement	Resolution # 2022-34	203,868	
	Anchorage Park Playground Replacement	Resolution # 2022-35	250,000	
	Solid Waste Front Load Truck	Resolution # 2022-43	307,939	
	Power Stretchers	on 8/25/22 agenda	66,800	
	Monitors / Defibrillatros	on 8/25/22 agenda	124,424	
Total Purchases				(1,139,574)
CIP Fund Available Balance				**$1,608,833**

VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB – GOLF OPERATIONS

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Beth Davis, Country Club General Manager
Allan Bowman, Head Golf Professional

DATE: August 25, 2022

SUBJECT: **RESOLUTION** – Approval of a proposal from Brightview Golf Maintenance, Inc. for pond bank stabilization and the installation of a retaining wall and drainage improvements at a total cost of $105,324.28, authorizing execution of a Contract and waiving the Village's purchasing policies and procedures.

Village staff is requesting Village Council approval from Brightview Golf Maintenance, Inc. for pond bank stabilization and the installation of a retaining wall and drainage improvements at the Country Club golf course in the amount of $105,324.28 and execution of a Contract. This will require a waiver of the Village's purchasing policies and procedures. Staff is requesting immediate approval for work that will occur in October of this year (Fiscal Year 2023). This approval is needed to secure the materials and contractors for the work to be completed prior to the holiday and peak seasons.

Repair and Stabilization is needed multiple locations on the golf course to protect the main golf course architectural features, including a tee box on the 5th hole of the golf course. The total amount of work for the fortification is 680 linear feet. The project has been divided in two separate projects:

- Project 1 (5th tee box along the Intracoastal Waterway) includes adding a retaining wall as well as additional drainage to the area (Total estimated cost = $58,504.28).

- Project 2 is a continuation of this summer's project on the pond bank on Hole 2 as well as completing an additional 200 linear feet on Holes #16 and # 17 (Total estimated cost = $46,820.00). This should ensure stabilization in these locations for many years into the future.

As a golf course that is built on primarily sand, the edges of the water features are extremely soft under foot and, coupled with Latitude 36 grass, some stabilization is needed. Golf Course Superintendent Corey Adams and Head Golf Professional Allan Bowman have previously toured multiple courses and have spoken with multiple vendors about the product selections/options available.

Superintendent Corey Adams has extensive experience overseeing this type of project. Brightview is the Village's golf course maintenance contractor. Having the work completed by the contractor that is responsible for the maintenance of these areas on a daily basis allows the Village to hold Brightview fully accountable.

<u>Nicklaus Support:</u>

Chris Cochran and Jack Nicklaus have both recently toured the property after our recent repairs to the bunkers and the additional drainage that was added. They both have been impressed with the quality of work and attention to detail by Brightview on these projects. Continued support by Nicklaus Design is important because it allows the course to continue operating as a Nicklaus Signature Golf Course.

<u>Funding:</u>

A total of $240,000 was set aside for this project during the FY 2023 budgetary process. The balance of the money allocated for stabilization will be assigned to projects during the summer of 2023.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf / Golf Course Maintenance	L8045-66210	Construction & Major Renovation	$105,324.28

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution accepting the proposal for the bank stabilization project, including repairs to 5th tee box, from Brightview Golf Maintenance, Inc. in the amount of $105,324.28, with funds expended from Account No. L8045-66210 (Golf Course Maintenance - Construction & Major Renovation), waiving the Village's purchasing policies and procedures, and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR POND REPAIR AND STABILIZATION AND THE INSTALLATION OF A RETAINING WALL AND DRAINAGE IMPROVEMENTS AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BrightView Golf Maintenance, Inc. ("BrightView"), the Village's golf course maintenance contractor, provided a proposal for pond bank repair and stabilization at the North Palm Beach Country Club Golf Course, including the installation of a retaining wall and drainage improvements at the 5th tee, and Village Staff recommended accepting the proposal submitted by BrightView; and

WHEREAS, the Village Council determines that adoption of this Resolution accepting the proposal from BrightView is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves and accepts the proposal from BrightView Golf Maintenance, Inc. for the purchase of materials and services necessary to complete pond bank stabilization and repair and the installation of a retaining wall and drainage improvements at the Country Club Golf Course at a total cost of $105,324.28, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this purchase, the Village Council hereby by waives all conflicting provisions of the Village's purchasing policies and procedures.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

THIS CONTRACT is made as of the ____ day of _____, 2022 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 95-2999239.

WHEREAS, the VILLAGE is need of services and materials for pond bank repair and stabilization and the installation of a retaining wall and drainage improvements at the 5th tee at the North Palm Beach Country Club Golf Course; and

WHEREAS, CONTRACTOR is the current provider of Golf Course Maintenance Services, and CONTRACTOR has provided the VILLAGE with two proposals to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposals, pursuant to the terms and conditions of this Contract, based on its familiarity with the Golf Course specifications and its maintenance responsibilities.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR.

CONTRACTOR shall perform those services outlined in its two Proposals dated August 8, 2022, attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposals in an amount not to exceed One Hundred Five Thousand Three Hundred Twenty-Four Dollars and Twenty-Eight Cents ($105,324.28).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposals without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of $1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

ARTICLE 5. PERSONNEL.

A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid

for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

A. Stop work on the date and to the extent specified;

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

ARTICLE 10. ACCESS AND AUDITS.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 11. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

ARTICLE 13. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Village Manager
Village Hall
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

BrightView Golf Maintenance, Inc.
24151 Ventura Boulevard
Calabasas, CA 91302
Attention: Greg Pieschala, President

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 15. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 16. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 17. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 19. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 20. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 21. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 22. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposals. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. 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 or 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.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 26. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 27. PUBLIC RECORDS.

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: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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, Florida Statutes, or as otherwise provided by law.

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 CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 28. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Remainder of page blank – signatures on next page

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

BRIGHTVIEW GOLF MAINTENANCE, INC.

BY: _____

Print Name: _____

Title:_____

VILLAGE OF NORTH PALM BEACH

BY: _____
DEBORAH SEARCY
MAYOR

ATTEST:

BY:_____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

BrightView Golf Improvements Proposal

To: Allan Bowman, Director of Golf
Company: North Palm Beach Country Club

Date: 8.8.22

Reference:

DESCRIPTION	#5 tee retaining wall, sod bank	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Retaining wall, Bouse		230	lf	$165.70	$ 38,111.00
drainage, catch basin and pipe		350'	lf		
catch basins		2	ea		
sod prep and lay		5,750	sf		
					$16,893.28
mobilization, Briggs					$1,500.00
project management, BV		2	days		$2,000.00
Total					$58,504.28

Proposal N Fill material to be trucked in and staged at maintenance area
Ecological Improvements will use NPBCC equipment to move fill material
NPBCC to provide sod to disturbed area. Contractor will lay sod on the toe of slope.
NPCC responsible for all irrigation related activity…staking, repair, irrigation of new sod.

Owner's approval: _____ Date: _____

4993 S.W. MARTIN COMMONS WAY
PALM CITY, FL 34990
(772) 285-1871

BrightView Golf Improvements Proposal

To: Allan Bowman, Director of Golf
Company: North Palm Beach Country Club

Date: 8.8.22

Reference:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
SOX Land Bank Stabilization,	450	lf	$82.80	$37,260.00
sod prep and lay	4,500	sf	$0.68	$3,060.00
mobilization, Briggs				$1,500.00
fuel and equipment charge subject to reduction based on actual usage				$5,000.00
Total				$46,820.00

Proposal N Fill material to be trucked in and staged at maintenance area
Ecological Improvements will use NPBCC equipment to move fill material
NPBCC to provide sod to disturbed area. Contractor will lay sod on the toe of slope.
NPCC responsible for all irrigation related activity…staking, repair, irrigation of new sod.

Owner's approval: _____ Date: _____

4993 S.W. MARTIN COMMONS WAY
PALM CITY, FL 34990
(772) 285-1871

BACKUP INFORMATION FOR THIS AGENDA ITEM TO BE PROVIDED.

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: August 25, 2022

SUBJECT: **WORKSHOP** – Regulation of smoking in Village Parks

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Over the last decade, members of the Village Council, Village residents and members of the Village's Recreation Board have raised the issue of banning smoking in Village parks. While the Village was free to prohibit the use of vaping devices for some time (as the County did in public playgrounds back in 2019), the regulation of smoking was expressly preempted to the State in accordance with Section 386.209, Florida Statutes.

During its most recent session, the Florida Legislature amended Section 386.209, Florida Statutes, to expressly allow counties and municipalities to "restrict smoking within the boundaries of any public beaches and public parks that they own, except they may not further restrict the smoking of unfiltered cigars." Furthermore, a municipality may restrict smoking within the boundaries of public beaches and public parks within its jurisdiction that are owned by a county, unless such restriction conflicts with a county ordinance.

Based on the foregoing, the Village is now free to prohibit vaping <u>and</u> smoking in all of its parks (Anchorage Park, Lakeside Park, Osborne Park and the Community Center), with the exception of unfiltered cigars. The revised statutory language would not, however, allow the Village to prohibit smoking at MacArthur Beach State Park because the preemption was not lifted for state-owned parks and beaches (only county and municipal parks and beaches). Village Staff is seeking Council guidance as to whether to pursue the adoption of an Ordinance that would either prohibit smoking and/or vaping in Village parks or regulate smoking and/or vaping in Village parks, such as prohibiting such activities in the vicinity of playgrounds.

Recommendation:

Village Staff seeks Council consideration, input and guidance regarding the adoption of an Ordinance regulating smoking and/or vaping (with the exception of unfiltered cigars) in Village-owned parks.