



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA - **REVISED**

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, FEBRUARY 09, 2023  
7:00 PM

Deborah Searcy  
Mayor

David B. Norris  
Vice Mayor

Susan Bickel  
President Pro Tem

Darryl C. Aubrey  
Councilmember

Mark Mullinix  
Councilmember

Chuck Huff  
Interim Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### **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**

### **APPROVAL OF MINUTES**

- [1.](#) Minutes of the Regular Session held January 26, 2023

### **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.

#### **DECLARATION OF EX PARTE COMMUNICATIONS**

**PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

- 2. 1ST READING OF ORDINANCE 2023-04 – CODE AMENDMENT – NOISE CONTROL** Consider a motion to adopt on first reading Ordinance 2023-04 amending Article VI, "Noise Control," of Chapter 19, "Offenses and Miscellaneous Regulations," of the Village Code of Ordinances, by Amending Section 19-99, "Definitions," to modify the Decibel Levels for Unreasonable Noise and Amending Section 19-103, "Enforcement," to modify the Enforcement Procedure.
- 3. PUBLIC HEARING – RE-ADOPTION AND 2ND READING OF ORDINANCE 2023-01– CODE AMENDMENT – FIRE AND POLICE PENSION AND BENEFITS** Consider a motion to adopt and enact on second reading Ordinance 2023-01 amending Division 4, "Pension and Certain other Benefits for Fire and Police Employees," of Chapter 2, "Administration," of the Village Code of Ordinances by Amending Section 2-159, "Creation of Plan and Trust," to authorize the board to adopt an Administrative Policy for tax qualifications to ensure continued compliance with Internal Revenue Code Requirements; Amending Section 2-161, "Benefit Amounts," and Section 2-170.1, "Deferred option Benefits Plan," to increase the required minimum distribution age.
- 4. PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-03 – CODE AMENDMENT – COMPREHENSIVE PLAN** Consider a motion to adopt and enact on second reading Ordinance 2023-03 amending the Village of North Palm Beach Comprehensive Plan to adopt a new Property Rights Element.

**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 Contract with Perseverance Basketball, LLC to run and staff the Village's Spring Youth Basketball League at an estimated cost between \$25,000 and \$32,000 (depending upon the number of participants); and authorizing execution of the Contract.
- 6. RESOLUTION** – Accepting a proposal from Keyed Up Fence, LLC for replacement of Athletic Field Fencing at the Community Center at a total cost of \$19,900; and authorizing execution of the Contract.
- 7. RESOLUTION** – Approving a proposal from Advanced Recreational Concepts, LLC for the purchase of new playground equipment parts for Lakeside Park and approving a proposal from Play Space Services, Inc. for the installation of the parts at a total cost of \$7,638.13; and authorizing execution of the Contracts.
- 8. RESOLUTION** – Approving a Contract with the South Central Planning and Development Commission for Community Development Software utilizing pricing established in an existing Contract with the Town of Juno Beach at a total cost for the first two years of \$49,399.92; and authorizing execution of the Contract and Software License and Service Agreement.
- 9.** Receive for file Minutes of the Library Advisory Board meeting held 11/22/22.
- 10.** Receive for file Minutes of the Audit Committee meeting held 12/7/22.
- 11.** Receive for file Minutes of the Recreation Advisory Board meeting held 12/13/22.

**OTHER VILLAGE BUSINESS MATTERS**

- 12. RESOLUTION – VILLAGE MANAGER EMPLOYMENT AGREEMENT** Consider a motion to adopt a resolution appointing Charles D. Huff to serve as Village Manager; approving an Agreement setting forth the terms and conditions of his employment; and authorizing execution of the Agreement.

**COUNCIL AND ADMINISTRATION MATTERS**

**MAYOR AND COUNCIL MATTERS/REPORTS**

**VILLAGE MANAGER MATTERS/REPORTS**

**13. Police Department Annual Report**

**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**  
**JANUARY 26, 2023**

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 Regular Session held January 12, 2023 were approved as written.

**STATEMENTS FROM THE PUBLIC**

Deborah Cross, 2560 Pepperwood Cr. S, discussed potential future issues with the Village's well and water supply. Mrs. Cross discussed and explained potential strategies and solutions.

John Samadi, 512 Marlin Road, expressed his concerns and disappointment with the Council's decision to appoint Chuck Huff as the Village Manager.

**PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

There was no ex-parte communication by Council for the following item:

**MOTION – APPEAL OF PLANNING COMMISSION'S DENIAL OF 200 YACHT CLUB DRIVE PROJECT – STAYED 10/27/22**

Ken Tuma of Urban Design Studios gave an update on the proposed revisions that had been made to the 200 Yacht Club Drive project since the appeal was stayed.



**MOTION – APPEAL OF PLANNING COMMISSION’S DENIAL OF 200 YACHT CLUB DRIVE PROJECT – STAYED 10/27/22 *continued***

Mr. Tuma stated that the applicant was requesting an extension of three months to allow them to work with the community to finalize a proposed plan to bring back to the Planning Commission for consideration. Mr. Tuma stated that the newly revised plan would meet the current code requirements as it related to density and would address traffic concerns. Mr. Tuma discussed and explained the key items of the newly revised plan. The revised project would have 147 units, the six townhomes would be removed, the pool would be removed from the top floor of the parking garage and placed on the ground floor, the parking garage would be two stories, a waiver for the sidewalk would no longer be needed, and a wine and café facility would be added.

Mayor Searcy opened the public hearing.

Mayor Searcy read three (3) public comments that were submitted online through the Village’s website. The following residents expressed their opposition to the proposed 200 Yacht Club Drive project:

Bob Starkie, 36 Yacht Club Drive

Susan Hoff, 907 Marina Drive

Lisa & Scott Emerson, 519 Harbour Road

These residents addressed the Council with their concerns and expressed their opposition to the proposed 200 Yacht Club Drive project:

Diane Smith, 37 Yacht Club Drive

William Rose, 36 Yacht Club Drive

Ray Kelly, 37 Yacht Club Drive

Frank Rendulic, 36 Yacht Club Drive

Chris Ryder, 118 Dory Road South

Deborah Cross, 2560 Pepperwood Circle S

Sandra Yeater, 36 Yacht Club Drive

There being no further comments from the public, Mayor Searcy closed the public hearing.

Mayor Searcy discussed and explained her reasoning for not supporting the revised proposal of the project. Mayor Searcy stated that the project did not fully meet requirements of the Comprehensive Plan. Mayor Searcy stated that she had no problem with rental units and that everyone was welcome to live in the Village. The issue was that there was not enough commercial space proposed for the project. Mayor Searcy stated that she would be denying the appeal.

Councilmember Mullinix stated that he would remain consistent in his decision to not support the project and would be voting to deny the appeal.

President Pro Tem Bickel stated that she preferred to see a lower density in the proposed project and stated that she had an issue with ingress and egress and the use of the alleyways.

Councilmember Aubrey stated that he would like to see the developer come back with a revised project. Councilmember Aubrey asked Mr. Rubin what the next steps would be.

Mr. Rubin explained that it was up to Council to decide to deny the appeal and hope that the developer would still bring back a revised project or stay the appeal and give the extension that the developer requested.

**MOTION – APPEAL OF PLANNING COMMISSION’S DENIAL OF 200 YACHT CLUB DRIVE PROJECT – STAYED 10/27/22 *continued***

Councilmember Aubrey stated that the appropriate thing to do was to continue the stay of the appeal.

Vice Mayor Norris stated that he agreed with what the other Councilmembers had stated on what was still needed to be revised on the project. Vice Mayor Norris stated that the developer had clearly shown that they were willing to make revisions to the project. Vice Mayor Norris stated that he agreed with Councilmember Aubrey to continue the stay the appeal.

Discussion ensued between Councilmembers and Mr. Rubin regarding the reasons for denying the appeal or staying the appeal.

Mr. Tuma discussed and explained additional revisions that the developer was considering.

Mayor Searcy discussed and explained her reasoning for her decision to deny the appeal.

Discussion continued between Councilmembers and Mr. Rubin regarding reasons for denying the appeal or staying the appeal.

Scott Stetner of Robbins NPB LLC addressed the Council stating that the goal was to work out a plan that everyone would be satisfied with.

Discussion continued between Councilmembers on whether to deny the appeal or stay the appeal.

Mr. Tuma requested an extension to the middle of May.

Mr. Tuma and Mr. Stetner discussed and explained the revisions that they were willing to make to the plans for the proposed 200 Yacht Club Drive project.

A motion was made by Councilmember Aubrey and seconded by Vice Mayor Norris to continue to stay the appeal of the Planning Commission’s denial of the 200 Yacht Club Drive project to the second Council meeting in May.

Thereafter, the motion failed 2 to 3 with Councilmember Aubrey and Vice Mayor Norris voting aye and Mayor Searcy, President Pro Tem Bickel and Councilmember Mullinix voting nay.

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to deny the appeal of the Planning Commission’s denial of the 200 Yacht Club Drive Project.

Thereafter, the motion passed unanimously.

**PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-02 CODE AMENDMENT – BOARDS AND COMMITTEES**

A motion was made by President Pro Tem Bickel and seconded by Councilmember Mullinix to adopt and enact on second reading Ordinance 2023-02 entitled:

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-02 CODE AMENDMENT –  
BOARDS AND COMMITTEES *continued*

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE I, “IN GENERAL,” OF CHAPTER 2, “ADMINISTRATION,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-1, “BOARDS AND COMMITTEES,” TO LIMIT THE TERM OF THE CHAIRPERSONS, REQUIRE THE SCHEDULING OF MONTHLY MEETINGS AND MODIFY AND SUPPLEMENT THE PROCEDURES FOR REMOVAL OF MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Green stated that the ordinance had passed on first reading at the previous Council meeting. The ordinance would amend the Village code relating to Village Boards and Committees by revising the code to require that chairpersons rotate on a yearly basis with the ability to return as chair after taking one (1) year off, eliminating the words “endeavor to” in order to require that the boards and committees schedule a monthly meeting, and revising the language regarding absenteeism by providing for an automatic removal of a board or committee member for being absent from three (3) meetings in one year from the time period of May 1<sup>st</sup> through April 30<sup>th</sup>.

The Village Clerk shall notify the board or committee member of his or her removal and the member may appeal to the Village Manager within ten (10) days. The decision of the Village Manager shall be final. Additionally, language was added to allow the Village Manager to remove a board or committee member for attacking the motives of the other members, Village Staff and Village consultants, for making derogatory, abusive, profane, threatening or vulgar remarks or for any other conduct that, in the Village Manager’s sole discretion, reflects poorly upon the Village.

Mrs. Green and Mr. Rubin explained that since the first reading of the ordinance language was revised to clarify that the monthly meeting requirement did not apply to the two Pension Boards which meet quarterly and have final decision-making authority and the Planning Commission which generally meets monthly and has final decision-making authority over certain development applications, variances and appeals. Section 2-1(k)(1) was modified to insert the word “advisory” before the term “boards and committees.”

Mr. Huff asked if the Infrastructure Surtax Committee was included in the boards that would have to meet monthly.

Mr. Rubin explained that since the Infrastructure Surtax Committee was considered an oversight committee and was governed by Palm Beach County code it would not be required to meet monthly.

Mayor Searcy opened the public hearing.

John Samadi, 512 Marlin Road, expressed his concern with the code revision that would allow the Village Manager to remove board members for disorderly conduct.

There being no further comments from the public, Mayor Searcy closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-02 passed unanimously.

CONSENT AGENDA APPROVED

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

Receive for file Minutes of the Environmental Committee meeting held 11/14/22.

Receive for file Minutes of the Waterways Board meeting held 11/22/22.

RESOLUTION 2023-06 – MINOR PUD AMENDMENT – TABLED 11/14/22

A motion was made by Vice Mayor Norris and seconded by President Pro Tem Bickel to remove from the table Resolution 2023-06 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE PROSPERITY VILLAGE RESIDENTIAL PLANNED UNIT DEVELOPMENT TO MODIFY THE TREE DISPOSITION PLAN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Principle Planner Alex Ahrenholz discussed and explained the details of the proposed amendment.

The application was reviewed by the Planning commission on November 1, 2022 with a 7-0 vote to approve the application. Staff was recommended to specify replacement trees at a minimum eight (8) inch wide trunk and twenty-five (25) foot overall height. The application was also reviewed by the Environmental Committee on January 9, 2023. The result was a 5-0 vote to approve the application with the condition that the replacement trees total the combined size of the two trees lost or fifty-six (56) inches of trunk width to be provided around the site. However, the recommendation of the Environmental Committee would require a modification of the original condition of approval and cannot be accomplished through the minor amendment process. Staff was recommending approval of the minor amendment to modify the Tree Disposition Plan, including the minimum trunk width and overall height for the replacement trees as recommended by the Planning Commission.

Deborah Cross, 2560 Pepperwood Circle, S expressed her concerns with the proposed amendment and recommended that greenspace and drainage be considered when making amendments.

Shawn Woods, 127 Yacht Club Drive, expressed her concerns with the proposed amendment and how the project was handled by the developer at its inception. Ms. Woods stated that the intent of the Environmental Committee's recommendation was to have the developer get as many trees as possible to replace the dimension of trees that were lost.

Mayor Searcy asked if more trees could be added.

Mr. Rubin explained that the tree disposition plan had already been approved and there was already a condition to address if any trees died and how they would be relocated. The entire project would have to re-opened to make changes to the Tree Disposition Plan.

Discussion ensued between Councilmembers and staff regarding the steps that the developer was taking to address the issues with the trees.

Thereafter, the motion to adopt Resolution 2023-06 passed unanimously.

**RESOLUTION 2023-07 – LEISURE SERVICES DEPARTMENT VEHICLE PURCHASE –  
TABLED 1/12/23**

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to remove from the table Resolution 2023-07 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE TURTLE TOP TERRA TRANSIT BUS FROM ABC TEXAS BUS SALES, INC. D/B/A ABC COMPANIES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING TIPS COOPERATIVE PURCHASING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Chad Girard explained that the purpose of the resolution was to purchase a new Leisure Services Department Bus to be utilized by the Parks Department for out of town bus trips. The current bus was thirteen (13) years old and in need of replacement. Mr. Girard presented a list of all the bus trips that had been planned for the first five (5) months of the year. The cost to charter a bus for the Vero Beach Thrift Store trip would be \$2,183.00. Currently the charge for the trip is \$20 per person. If the Village were to charter a bus the cost would be \$87.32 per person which was based on an average of twenty-five (25) people who attend that trip. Maintenance costs for a new bus were reviewed and the total cost per year came to approximately \$4,000 per year.

Discussion ensued between Councilmembers regarding the purchase of a new bus and the possibility of evaluating the charges for the bus trips.

Thereafter the motion to adopt Resolution 2023-07 passed unanimously.

**RESOLUTION 2023-08 – FRONT LOAD TRUCK PURCHASE**

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to adopt Resolution 2023-08 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF ONE 2023 PETERBILT FRONT LOAD REFUSE COLLECTION TRUCK FROM SOUTHERN SEWER EQUIPMENT SALES AND SERVICE, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR WASTE AND RECYCLING VEHICLES; DECLARING AN EXISTING SANITATION COLLECTION VEHICLE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Field Operations Manager, Marc Holloway discussed and explained the purpose for purchasing a new front load truck. The truck would be purchased through Southern Sewer and the truck would not be delivered until approximately May of 2024.

Thereafter the motion to adopt Resolution 2023-08 passed unanimously.

**RESOLUTION 2023-09 – BLANKET PURCHASE ORDER WITH FLYING SCOT, INC.**

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to adopt Resolution 2023-09 entitled:

RESOLUTION 2023-09 – BLANKET PURCHASE ORDER WITH FLYING SCOT, INC. *continued*

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN ADDITIONAL BLANKET PURCHASE ORDER WITH FLYING SCOT INC. FOR SIDEWALK REMOVAL AND REPLACEMENT UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT IN THE AMOUNT OF \$100,000; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Holloway stated that there was \$200,000 in the Construction Budget for sidewalk repair and replacement and \$50,000 had already been utilized. To make sure there was enough funds to repair and replace the sidewalks, staff was requesting the issuance of an addition FY 2023 blanket purchase order at a total cost not to exceed \$100,000.

President Pro Tem Bickel asked if someone could report a damaged sidewalk online.

Mr. Holloway stated residents could call Public Works at any time to report a damaged sidewalk and staff would address it right away.

Councilmembers recommended that the information that residents can call regarding damaged sidewalks and the phone number to Public Works be included in the monthly newsletter.

Thereafter the motion to adopt Resolution 2023-09 passed unanimously.

RESOLUTION 2023-10 – KINETIC BREACHING TOOLS PURCHASE FOR POLICE DEPARTMENT

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to adopt Resolution 2023-10 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE SOLE SOURCE PURCHASE OF KINETIC BREACHING TOOLS FROM AARDVARK FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$59,580 FROM THE CAPITAL RESERVE ACCOUNT TO THE POLICE – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff explained that the purpose of the resolution was a sole source purchase of six (6) kinetic breaching tools for the Village's Police Department.

Chief Jenkins stated that the Police Department had several types of breaching tools and this purchase was a cyclical yearly replacement.

Thereafter the motion to adopt Resolution 2023-10 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy invited everyone out to the Hot Cars and Chili event that would be taking place on Saturday, January 28<sup>th</sup> at Anchorage Park.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mayor Searcy recommended researching and creating a strategic plan for replacing, remodeling or relocating the Village's facilities.

President Pro Tem Bickel agreed that an assessment of the Village's facilities needed to be done.

Discussion ensued between Councilmembers regarding an assessment and strategic plan for the Village's facilities.

Mr. Huff stated that he would look into some strategies for better utilization of the Village's facilities and bring something back to Council for consideration.

Councilmember Mullinix recommended that items that Council and staff receive with the Village's logo such as cooler bags and cups should be branded and marketed to the public.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff congratulated Chad Girard on becoming the new Public Works Director.

Mr. Huff gave an update on the re-striping of U.S. Highway 1 southbound and turning west onto Anchorage Drive. Mr. Huff stated that he was able to have FDOT schedule the restriping for the night of Monday, January 30<sup>th</sup>.

President Pro Tem Bickel recommended creating a policy for honoring deceased employees who have invested many years in the Village.


Mr. Huff gave an update on the Village's plans to celebrate the life of Jane Lerner who recently passed and was an employee of the Village for forty-three (43) years. Mr. Huff agreed that a policy should be created for honoring those who have invested a lot in the Village and have passed on.

Discussion ensued between Councilmembers regarding the creation and implementation of a policy for honoring employees or residents who have passed and invested in the Village.

Mayor Searcy requested that the item of creating such a policy be placed on a future agenda for discussion.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:59 p.m.

  
Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH  
VILLAGE ATTORNEY'S OFFICE  
POLICE DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney  
Richard Jenkins, Police Chief

DATE: February 9, 2023

SUBJECT: **ORDINANCE 1<sup>ST</sup> Reading** – Amending the Village's Noise Regulations to Reduce the Decibel Limits and Modify the Enforcement Procedure

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Through the adoption of Ordinance No. 2013-04 on April 25, 2013, the Village Council adopted a new regulatory scheme for noise enforcement. The Village's current noise regulations prohibit unreasonable noise within the Village utilizing two different methodologies: (1) decibel readings for noise emanating from properties with a commercial or light industrial zoning designation; and (2) a plainly audible at 150 feet standard for noise emanating from properties with a residential zoning designation. The noise regulations are enforced by the Police Department.

Having enforced these regulations for the past ten years, the Police Department raised some concerns regarding the established decibel levels for "unreasonable noise" set forth in the Section 19-99 of the Village Code and the enforcement procedure set forth in Section 19-103 of the Village Code. The decibel levels were slightly higher than those of other communities and those found in model ordinances. Furthermore, the enforcement procedure has proven to be somewhat ineffective in that it requires the law enforcement officer to first issue a warning and allow the person responsible for the violation five minutes to reduce the sound level. While the regulations provide increased fines for subsequent violations, the fine schedule "resets" after 180 days, requiring the office to again issue a warning upon discovery of a noise violation.

The attached Ordinance proposes the following revisions to the existing noise regulations:

**A. Unreasonable noise:**

***Noise Emanating from Commercial and Industrial Property:***

Reduces the limits for noise from 65 dBA to 60 dBA between the hours of 10:00 p.m. and 8:00 a.m., Sunday through Thursday, and between the hours of 11:00 p.m. and 8:00 a.m., Friday through Saturday.

Reduces the limits for noise from 85 dBA to 80 dBA between the hours of 8:00 a.m. and 10:00 p.m., Sunday through Thursday, and between the hours of 8:00 a.m. and 11:00 p.m., Friday through Saturday.

***Noise Emanating from Commercial and Industrial Property adjacent to Residential Property:***



Reduces the limits for noise from 60 dBA to 55 dBA between the hours of 10:00 p.m. and 8:00 a.m., Sunday through Thursday, and between the hours of 11:00 p.m. and 8:00 a.m., Friday through Saturday.

Reduces the limits for noise emanating from a property with a commercial or light industrial zoning designation from 70 dBA to 65 dBA between the hours of 8:00 a.m. and 10:00 p.m., Sunday through Thursday, and between the hours of 8:00 a.m. and 11:00 p.m., Friday through Saturday.

***Noise Emanating from Residential Property:***

The plainly audible standard remains unchanged.

**B. Enforcement procedure:**

The revised enforcement procedure provides the law enforcement officer with the discretion to issue either a warning or a violation notice when the officer observes a violation of the Village's noise regulations. In the event a warning is issued, the violator has five minutes to reduce the noise generated. The initial fine amount is \$250.00, which remains unchanged. The fine for additional violations within a five-year period is increased from \$300.00 to \$500.00, and a fourth offense within a five-year period constitutes a criminal offense subject to the penalties set forth in Section 1-8 of the Village Code. The five-year period is tied to the definition of a "repeat violation" for code enforcement proceedings initiated pursuant to Chapter 162, Florida Statutes. A person is classified as a repeat violator if he or she violates the same code provisions within a five-year period.

There is no fiscal impact.

The attached Ordinance has been drafted and reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

**Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending the Village's noise regulations set forth in Chapter 19 of the Village Code to reduce the decibel limits for unreasonable noise and to modify the enforcement procedure.**

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AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE VI, "NOISE CONTROL," OF CHAPTER 19, "OFFENSES AND MISCELLANEOUS REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 19-99, "DEFINITIONS," TO MODIFY THE DECIBEL LEVELS FOR UNREASONABLE NOISE AND AMENDING SECTION 19-103, "ENFORCEMENT," TO MODIFY THE ENFORCEMENT PROCEDURE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2013-04, the Village adopted a new regulatory scheme for noise enforcement; and

WHEREAS, Village Staff has recommended certain revisions to the existing regulations, including reducing the decibel levels at which noise is considered unreasonable and streamlining the enforcement procedures, and the Village Council wishes to implement such revisions; and

WHEREAS, the Village Council determines that the adoption of this Ordinance benefits the health, safety and welfare of the residents of the Village of North Palm Beach.

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 Article VI, “Noise Control,” of Chapter 19, “Offenses and Miscellaneous Provisions,” of the Village Code of Ordinances as follows (additional is underlined and deleted language is ~~stricken through~~):

## ARTICLE VI. NOISE CONTROL

**Sec. 19-99. Definitions.**

For the purposes of this article, whenever any of the following words, terms or definitions are used herein they shall have the meanings ascribed to them in this section except where the context requires otherwise:

*Decibel* means a measure of a unit of sound pressure. Sound waves having the same decibel level "sound" louder or softer to the human ear depending upon the frequency of the sound wave in cycles per second (i.e., whether the pitch of the sound is high or low). Thus, an A-weighted filter constructed in accordance with the specifications of the American National Standards Institute ("ANSI"), which automatically takes account of the varying effect on the human ear of different

1 pitches, shall be used on any sound level measurements required by this article and  
2 all measurements are expressed in dBA to reflect the use of this filter.  
3

4 *Emergency* and *emergency work* mean any occurrence or set of  
5 circumstances involving or creating actual or imminent physical trauma or property  
6 damage which demands immediate attention, including without limitation  
7 generators or other equipment used by communications companies and utility  
8 companies in connection with restoration of service operations. Where the  
9 emergency is an out of service or imminent out of service condition of utilities,  
10 communications or other essential services, then the company providing such  
11 essential services may respond to such emergency in a timely manner and shall  
12 make such application to the village manager at the earliest time thereafter.  
13

14 *Plainly audible sound* means any sound for which any of the content of that  
15 sound, such as, but not limited to, comprehensible musical rhythms, is  
16 communicated to a person using his or her unaided hearing faculties. For the  
17 purposes of the enforcement of this article, the detection of any component of  
18 sound, including, but not limited to, the rhythmic bass, by a person using his or her  
19 normal, unaided hearing faculties is sufficient to verify plainly audible sound. It is  
20 not necessary for such person to determine the title, specific words or artist of  
21 music, or the content of any speech.  
22

23 *Property boundary* means the imaginary line which separates the real  
24 property owned, rented or leased by one person or entity from that owned, rented,  
25 or leased by another person or entity.  
26

27 *Unreasonable noise* means any noise in or emanating from any property  
28 located within the corporate limits of village which violates the provisions of this  
29 article.  
30

31 A. For noise emanating from property with a commercial or light  
32 industrial zoning designation, unreasonable noise shall be defined  
33 as any noise emanating from the property which equals or ~~excess~~  
34 exceeds a measured sound level of ~~sixty-five (65)~~ sixty (60) dBA  
35 between the hours of 10:00 p.m. and 8:00 a.m. Sunday through  
36 Thursday, a measured sound level in excess of ~~eighty-five (85)~~  
37 eighty (80) dBA between the hours of 8:00 a.m. and 10:00 p.m.  
38 Sunday through Thursday; and a measured sound level which equals  
39 or exceeds ~~sixty-five (65)~~ sixty (60) dBA between the hours of 11:00  
40 p.m. and 8:00 a.m. Friday through Saturday and a measured sound  
41 level meeting or exceeding ~~eighty-five (85)~~ eighty (80) dBA  
42 between the hours of 8:00 a.m. and 11:00 p.m. Friday through  
43 Saturday.  
44

45 B. For noise emanating from property with a commercial or light  
46 industrial zoning designation which shares any portion of its  
47 boundary with a property with a residential zoning designation,  
48 unreasonable noise shall be defined as any noise emanating from the

property which equals or excess a measured sound level of ~~sixty (60)~~  
fifty-five (55) dBA between the hours of 10:00 p.m. and 8:00 a.m.  
Sunday through Thursday, a measured sound level in excess of  
~~seventy (70)~~ sixty-five (65) dBA between the hours of 8:00 a.m. and  
10:00 p.m. Sunday through Thursday; and a measured sound level  
which equals or exceeds ~~sixty (60)~~ fifty-five (55) dBA between the  
hours of 11:00 p.m. and 8:00 a.m. Friday through Saturday and a  
measured sound level meeting or exceeding ~~seventy (70)~~ sixty-five  
(65) dBA between the hours of 8:00 a.m. and 11:00 p.m. Friday  
through Saturday.

C. For noise emanating from property with a residential zoning  
designation, unreasonable noise shall be defined as noise that is  
plainly audible one hundred and fifty (150) feet from the property  
boundary of the source of the sound or noise, measured on a  
horizontal plane. Notwithstanding the foregoing, noise shall be  
considered unreasonable when it is plainly audible through the  
external walls and fully closed windows and doors of a residential  
structure or through walls, floors or partitions common to two  
residential units located within a single structure.

D. Noise shall be measured from the property boundary closest to the  
source of noise with a sixty (60) second reading. Where the property  
boundary abuts a waterway, the property boundary shall be  
considered the opposite side of the waterway and not the actual  
seawall or bulkhead.

*Vessel* shall have the same meaning as set forth in Section 327.02, Florida  
Statutes, as may be amended from time to time.

#### **Sec. 19-100. Prohibition against unreasonable noise.**

No person shall make, continue to make or cause to be made any  
unreasonable noise.

\* \* \*

#### **Sec. 19-103. Enforcement.**

Whenever a law enforcement officer is notified of or observes a violation  
of the ordinance from which this section derives, the officer shall issue a warning  
or violation notice in writing to the individual, or individuals, responsible for the  
violation. The ~~warning~~ notice shall state the dBA reading obtained by the officer  
during measurement and the maximum dBA level established by this article, if  
applicable. In the event of a ~~The~~ warning, the notice shall ~~also~~ inform the  
individual, or individuals, that the generated sound level on the property must be  
reduced within five (5) minutes or a violation notice shall be issued. ~~Thereafter,~~  
~~each re-measurement~~ Each measurement which exceeds the maximum permissible

1 sound levels established by this article or each subsequent determination that the  
2 noise violates the provisions of this article shall constitute a separate violation. The  
3 fine for each violation shall be ~~If there are no subsequent noise violations for a~~  
4 ~~period one hundred and eighty (180) days, the warning recipient shall be served~~  
5 ~~with a warning for their next recorded offense. Following the issuance of a warning~~  
6 ~~when the second offense occurs within the same one hundred and eighty (180) day~~  
7 ~~time period the fine shall be~~ two hundred fifty dollars (\$250.00). The fine for any  
8 additional violation by the same individual or individuals within a five (5) year  
9 period shall be five hundred dollars (\$500.00). ~~A third offense within the same one~~  
10 ~~hundred and eighty (180) day time period shall have a fine of three hundred dollars~~  
11 ~~(\$300.00). The fourth offense within the same one hundred and eighty (180) day~~  
12 five (5) year time period shall constitute a criminal offense, subject to penalties set  
13 out in section 1-8 of this Code of Ordinances.

14  
15 \* \* \*

16  
17 Section 3. The provisions of this Ordinance shall become and be made part of the Code of  
18 Ordinances for the Village of North Palm Beach, Florida.

19  
20 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinances is for  
21 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,  
22 such holding shall not affect the remainder of the Ordinance.

23  
24 Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict  
25 herewith are hereby repealed to the extent of such conflict.

26  
27 Section 6. This Ordinance shall be effective immediately upon adoption.

28  
29 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

30  
31 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF  
32 \_\_\_\_\_, 2023.

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35 (Village Seal)

36 \_\_\_\_\_  
MAYOR

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39 ATTEST:

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42 VILLAGE CLERK

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44 APPROVED AS TO FORM AND  
45 LEGAL SUFFICIENCY:

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47 \_\_\_\_\_  
48 VILLAGE ATTORNEY

**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: February 9, 2023

SUBJECT: **ORDINANCE 2<sup>nd</sup> Reading** – Amending the Police and Fire Pension Plan to authorize the Board to adopt an Administrative Policy for Tax Qualification and Increasing the Minimum Distribution Age (**Readoption**)

---

The Police and Fire Pension Board is requesting Village Council consideration and approval of the attached Ordinance revising Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of Article V, "Pensions and Retirement Systems," of Chapter 2, "Administration," of the Village Code of Ordinances to ensure continued compliance with all applicable Internal Revenue Code requirements. Specifically, the proposed Ordinance provides for the following revisions:

- An amendment to Section 2-159 (Creation of Plan and Trust) of the Village Code to specifically reference the applicable Treasury Regulations and require the Board of Trustees for the Pension Plan to adopt an administrative policy setting for the required provisions for tax qualification. This will allow the Board, in consultation with its legal counsel, to make appropriate changes to the Plan to maintain its tax qualified status due to changes to the Internal Revenue Code.
- An amendment to Section 2-161 (Benefit Amounts) and Section 2-170.1 (Deferred Option Benefit Plan – DROP) to increase the required minimum distribution age from 70½ to 72 to comply with changes to the Internal Revenue Code.

As set forth in the letter from Foster and Foster, the Plan Actuary (copy attached), the proposed changes will have no impact on the assumptions used in determining the funding requirements of the Plan.

At its December 8, 2022 meeting, the Village Council unanimously adopted the Ordinance on first reading without modification.

At its January 12, 2023 meeting, the Village Council unanimously voted to approve the Ordinance on second and final reading; however, a subsequent review of the recording of the meeting revealed that there was no motion or second to adopt. Consequently, in an abundance of caution and to cure any potential procedural error, this Ordinance is being brought back to the Village Council for readoption on second and final reading.

**Recommendation:**

**Village Staff requests Council reconsideration and approval on second and final reading of the attached Ordinance amending the Police and Fire Pension Plan to authorize the Board to adopt an administrative policy to maintain its tax qualified status and increase the required minimum distribution age as required by the Internal Revenue Code.**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSIONS AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, "CREATION OF PLAN AND TRUST," TO AUTHORIZE THE BOARD TO ADOPT AN ADMINISTRATIVE POLICY FOR TAX QUALIFICATION TO ENSURE CONTINUED COMPLIANCE WITH INTERNAL REVENUE CODE REQUIREMENTS; AMENDING SECTION 2-161, "BENEFIT AMOUNTS," AND SECTION 2-170.1, "DEFERRED OPTION BENEFIT PLAN," TO INCREASE THE REQUIRED MINIMUM DISTRIBUTION AGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village sponsors a retirement plan for its police and fire employees known as the Village of North Palm Beach Fire and Police Retirement Fund (the "Plan"). The Plan is administered by a Board of Trustees (the "Board");

WHEREAS, the Village Council recognizes that changes to the Internal Revenue Code may happen quickly and frequently and that there is a benefit in authorizing the Board, in consultation with its legal counsel, to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status; and

WHEREAS, effective January 1, 2020, the Internal Revenue Code was amended by increasing the required minimum distribution age from 70½ to 72; and

WHEREAS, the Village Council wishes to amend the Plan to incorporate an administrative policy on tax qualification and to raise the required minimum distribution age and determines that the adoption of this Ordinance is in the interest of the public health, safety and welfare 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 are incorporated herein.

Section 2. The Village Council hereby amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinances as follows (additional language is underlined and deleted language is ~~stricken through~~):

**Sec. 2-159. Creation of plan and trust.**

(a) *Creation of trust.* A pension and retirement system for full-time firefighters and police officers of the village is hereby established to provide

retirement, survivor and disability benefits as provided by this division. The system shall be known as the Village of North Palm Beach Fire and Police Retirement Fund and is intended to be a tax qualified plan under Internal Revenue Code Section 401(a) and the corresponding Treasury Regulations applicable to meet the requirements of a governmental plan as defined in Internal Revenue Code Section 414(d). In recognition of the changing requirements of retirement system qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and any amendments thereto shall have the force of law as if adopted by the Village Council.

\* \* \*

#### **Sec. 2-161. Benefit amounts.**

\* \* \*

(i) *401(a)(9) Required Distributions.*

- (1) Effective for distributions after December 31, 1996, in accordance with Internal Revenue Code Section 401(a)(9), all benefits under this Plan will be distributed, beginning not later than the required beginning date set forth below, over a period not extending beyond the life expectancy of the member or the life expectancy of the member and a beneficiary.
- (2) Any and all benefit payments shall begin by the later of:
  - a. April 1 of the calendar year following the calendar year of the member's retirement date; or
  - b. April 1 of the calendar year following the calendar year in which the member attains age ~~seventy and one-half (70 ½)~~ seventy-two (72), provided the Member had not attained age seventy and one-half by December 31, 2019.
- (3) If an employee dies before his entire vested interest has been distributed to him, the remaining portion of such interest will be distributed at least as rapidly as provided for under this Plan and will comply with the incidental death benefit under Internal Revenue Code Section 401(a)(9)(G).
- (4) All distributions under this Plan will be made in accordance with this section, Internal Revenue Code Section 401(a)(9) and the regulations thereunder, notwithstanding any provisions of this Plan to the contrary, effective beginning.

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(p) Any form of payment selected by the employee must comply with the minimum distribution requirements of the IRC 401(A)(9), i.e., payments must commence by age ~~70.5~~ 72.

Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village Code of Ordinances not expressly amended as set forth above shall remain unchanged by the adoption of this Ordinance.

Section 4. The provisions of this Ordinance shall become and be made part of the Code of the Village of North Palm Beach, Florida.

Section 5. If any action, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held be a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 6. All ordinance or parts of ordinances and resolutions or parts of resolutions of the Village of North Palm Beach, Florida, which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. 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 \_\_\_\_\_,  
2023.

(Village Seal)

MAYOR

ATTEST:

## VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

## VILLAGE ATTORNEY

October 13, 2022

VIA EMAIL

Board of Trustees  
Village of North Palm Beach  
Firefighters' and Police Officers' Pension Board

Re: Village of North Palm Beach  
Fire and Police Retirement Fund

Dear Board:

As requested by Bonni Jensen via September 23, 2022 email, we have reviewed the proposed Ordinance, amending the following Sections:

Sec. 2-159 – Reference to applicable Treasury Regulations added. Additionally adopting an administrative policy for maintaining compliance with the Internal Revenue Code.

Sec. 2-161 and 2-170.1 – An increase in the age for required minimum distribution of benefits from 70 ½ to 72.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

Because the above proposals do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman  
Bureau of Local Retirement Systems  
Division of Retirement  
3189 S. Blair Stone Rd.  
Tallahassee, FL 32301

Mr. Steve Bardin  
Municipal Police and Fire  
Pension Trust Funds  
Division of Retirement  
3189 S. Blair Stone Rd.  
Tallahassee, FL 32301

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Bonni Jensen, Plan Attorney

## VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

---

TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: Alex Ahrenholz, Acting Director of Community Development

DATE: February 9, 2023

SUBJECT: **ORDINANCE** – Village initiated Amendment to the Village’s Comprehensive Plan to adopt a Property Rights Element

---

### **Analysis:**

During the 2021 session, the Florida Legislature adopted Senate Bill 59, amending Section 163.3177(6)(i)(1), Florida Statutes, to require each municipality to include a new Property Rights Elements in its Comprehensive Development Plan. Pursuant to state statute, the Property Rights Element must be adopted “by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan.”

With the anticipated revisions to the Comprehensive Plan impacting the former Twin City Mall site, the Village is required to adopt a Property Rights Element at this time. The legislation provided a model statement of rights a local government may adopt. The purpose of this new element is to ensure that the Village considers and respects judicially acknowledged and constitutional private property rights when making planning and development decisions. Specifically, the Property Rights Element provides that the Village will consider the following rights in its decision making:

- The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
- The right of a property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.
- The right of a property owner to dispose of his or her property through sale or gift.

Village Staff is proposing adoption of the statutory model. The Planning Commission, in its role as the Village’s Local Planning Agency, reviewed the proposed Property Rights Element at a public hearing held on November 1, 2022 and unanimously recommended approval. After adoption on first reading at the December 8, 2022 Village Council hearing, Village Staff transmitted the proposed Comprehensive Plan Amendment to the Florida Department of Economic Opportunity for review and comment. There were no formal comments or objections to the application by any of the review agencies.

*There is no fiscal impact*

**Recommendation:**

Village Staff recommends Council consideration and adoption on second reading of the attached Ordinance amending the Village's Comprehensive Plan to include a Property Rights Element as required by state law.

**Attachments:**

1. Supporting Materials

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WHEREAS, the Florida Legislature recently updated Section 163.3177(6)(i)1, Florida Statutes, to require each local government to include in its Comprehensive Plan a Property Rights Element to ensure that private property rights are considered in local decision-making; and

WHEREAS, on November 1, 2022, the Planning Commission, sitting as the Local Planning Agency, conducted a public hearing to review the proposed amendment to the Village Comprehensive Plan and provides a recommendation of approval to the Village Council; and

WHEREAS, having conducted all of the duly advertised public hearings required by Chapter 163, Florida Statutes, the Village Council wishes to amend its Comprehensive Plan and determines that the adoption of this Ordinance is in the interests of the health, safety and welfare of the residents and property owners of the Village of North Palm Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE 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 revises the Village of North Palm Beach Comprehensive Plan by adopting a new Property Rights Elements attached hereto as Exhibit “A” and incorporated herein by reference.

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

**Section 4.** If any section, paragraph, sentence, clause, phrase or word of this Ordinance 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 this Ordinance.

Section 5. This Ordinance shall be effective thirty-one (31) days after the Department of Economic Opportunity notifies the Village that the plan amendment package is complete or, if timely challenged, this Ordinance shall be effective upon entry of a final order by the Department of Economic Opportunity or the Administration Commission determining the adopted amendment to be in compliance.

1 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

2  
3 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
4 2023.

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6 (Village Seal)

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MAYOR

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10 ATTEST:

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13 VILLAGE CLERK

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16 APPROVED AS TO FORM AND  
17 LEGAL SUFFICIENCY:

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19 \_\_\_\_\_  
20 VILLAGE ATTORNEY

## **14.0 PROPERTY RIGHTS**

### **14.1 INTRODUCTION**

Section 166.3177(6)(i)1, Florida Statutes, requires each local government to include in its Comprehensive Plan a Property Rights Element to ensure that private property rights are considered in local decision making.

### **14.2 VILLAGE GOAL STATEMENT**

The Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

### **14.3 OBJECTIVE AND POLICY**

**OBJECTIVE 1:** The Village will respect judicially acknowledged and constitutionally protected private property rights.

**Policy 1.1:** The Village will consider the following rights in its decision making:

- a. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- b. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
- c. The right of a property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- d. The right of a property owner to dispose of his or her property through sale or gift.

## VILLAGE OF NORTH PALM BEACH LEISURE SERVICES

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: February 9, 2023

SUBJECT: **RESOLUTION** – Approval of an Agreement with Perseverance Basketball, LLC to run and staff the Village's Spring Youth Basketball League

---

Perseverance Basketball was founded by Nate Vera, a former high school basketball coach in Palm Beach County. The organization teaches basketball fundamentals to athletes of all ages and skill levels. They host programs in other nearby cities and usually have a waiting list. Some of their programs include camps, clinics, and leagues.

The Village's Parks and Recreation department has partnered with Perseverance in the past to run skills based clinics with scrimmages as well as youth summer day camps. The department contracted with them last Spring to run and staff the Village's youth basketball league. 200 kids registered for the program. Staff received positive feedback from parents and players.

Staff is proposing that Perseverance Basketball run our basketball league again this Spring. It is an opportunity for kids to learn the sport from qualified coaches as opposed to volunteers. Perseverance's coaches are actually staff members. Staff believe the department could register at least 250 players this season.

Perseverance has name recognition. Partnering with them allows us to draw in kids that are on current waiting lists in nearby cities. Age groups include kindergarten through ninth grade. Participants are guaranteed one practice and one game per week.

Just like last season, Staff will collect all registration monies and pay Perseverance a fee based on the number of kids registered. The cost to participants for FY23 will be \$150 for Residents and \$175 for Non-Residents, much lower than the rates in nearby cities for Perseverance. Last year, since it was the first year, Staff charged participants \$110/\$135, which was too low to cover all costs. Registration includes a jersey, trophy, and end-of-season cookout party.

Perseverance's cost breakdown to run the league is as follows:

1.	One (1) to forty-nine (49) participants:	\$ 5,000.00
2.	Fifty (50) to ninety-nine (99) participants:	\$ 7,500.00
3.	One hundred (100) to one hundred-forty-nine (149) participants:	\$10,000.00
4.	One hundred fifty (150) to one hundred ninety-nine (199) participants:	\$12,500.00
5.	Two hundred (200) to two hundred forty-nine (249) participants:	\$15,000.00
6.	Two hundred fifty (250) to two hundred ninety-nine (299) participants:	\$17,500.00



7. Three hundred (300) to three hundred forty-nine (349) participants: \$20,000.00

To staff the league, Perseverance will provide qualified coaches at a cost of twenty dollars (\$20.00) for each practice and for each game per age group (by way of example, the coach of each team would be compensated \$20.00 for each practice and \$20.00 for each game each week for a total of \$40.00). One (1) coach shall be required for every nine (9) participants.

Last Spring, Staff registered 200 kids, which amounted to about 20 teams. The Village paid \$15,000 to Perseverance for the league fee and an additional \$6,000 in coaching fees (about \$300 per team) for a total of \$21,000. Based on last year's \$110/\$135 registration fee, Staff generated \$24,955.00 in revenues. With more expected participants this year, Staff expects both revenues and fees payable to Perseverance to be higher. Therefore, the need for Council approval, since the expected fees to Perseverance could very well be between \$25,000 and \$32,000, depending on the amount of participants. Based on the new registration fees of \$150/\$175, the Village can expect to generate at least \$40,000 in revenues if Staff register 250 kids.

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving an Agreement with Perseverance Basketball, LLC to run and staff the Village's Spring Youth Basketball League at a cost not to exceed \$32,000, with funds expended from Account No. A8028-35630 (Sports League Expense), and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.**

## RESOLUTION 2023-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH PERSEVERANCE BASKETBALL, LLC TO RUN AND STAFF THE VILLAGE'S SPRING YOUTH BASKETBALL LEAGUE; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department requested approval of a Contract with Perseverance Basketball, LLC to run and staff the Village's Spring Youth Basketball League; and

WHEREAS, while the expense will be offset by revenues generated from registration fees, Village Council approval is required because the amount paid to Perseverance for its services is estimated to exceed \$25,000; and

WHEREAS, the Village Council determines that the execution of a Contract with Perseverance Basketball, LLC 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 THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

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

Section 2. The Village Council hereby approves a Contract for Youth Basketball Services with Perseverance, LLC to run and staff the Village's Spring Youth Basketball League, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village. The total amount paid to Perseverance is estimated to be between \$25,000 and \$32,000 (depending upon the number of participants), with funds expended from Account No. A8028-35630 (Sports League Expense).

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## **CONTRACT FOR YOUTH BASKETBALL SERVICES**

THIS CONTRACT is made and entered into this \_\_\_\_ day \_\_\_\_\_, 2023 by and between the Village of North Palm Beach, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408 (hereinafter “VILLAGE”) and Perseverance Basketball, LLC, a Florida limited liability company, 318 Venice Boulevard, Royal Palm Beach, FL 33411 (hereinafter “PERSEVERANCE”).

WHEREAS, the VILLAGE wishes to retain the services of PERSEVERANCE to run and staff the VILLAGE’s Spring basketball league, and PERSEVERANCE agrees to perform such services pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the VILLAGE and PERSEVERANCE agree as follows:

### **SECTION 1: SCOPE OF SERVICES.**

A. PERSEVERANCE shall be solely in charge of running the VILLAGE’s spring basketball league at the VILLAGE’s Community Center, 1200 Prosperity Farms Road, North Palm Beach, for participants aging from kindergarten through ninth grade. The league shall run for a period of eight (8) weeks, from April 3, 2023 through May 31, 2023.

B. PERSEVERANCE’s services shall include, but not be limited to:

1. Assigning the participants to age-appropriate teams;
2. Providing at least one (1) qualified, experienced basketball coach for each team; and
3. Guaranteeing and scheduling at least one (1) practice and one (1) game per week for each participant; and

C. PERSEVERANCE shall use its best efforts to promote and maintain the success and reputation of the VILLAGE and set, promote and enforce (by example and otherwise) the highest standards of leadership, fair play, and good sportsmanship.

D. PERSEVERANCE shall promptly report any issues that may arise with any staff member, coach, participant or parent to the VILLAGE’s representative. Furthermore, PERSEVERANCE shall abide by all state, county and VILLAGE health and safety protocols and sign any release of liability required by the VILLAGE.

### **SECTION 2: VILLAGE’S OBLIGATIONS**

The VILLAGE shall collect and administer all registration fees, including refunds, associated with the basketball league and shall provide PERSEVERANCE with access to the Community Center and outdoor basketball courts from 5:00 p.m. through 9:00 p.m., as necessary, Monday through Friday, for practices; and Saturday from 9:00 a.m. through 5:00 p.m., as necessary, for games. Additionally, the Village shall provide the following items:

1. One (1) jersey for each participant;
2. Two (2) officials and one (1) scorekeeper for each league game;
3. One (1) trophy for each participant;
4. A sufficient number of basketballs for practices and games.

**SECTION 3: TERM OF CONTRACT.**

This Contract shall be effective upon execution by both parties and shall remain in effect through the end of the Spring basketball league, including all playoff and championship games, or June 1, 2023, whichever shall first occur. Notwithstanding the foregoing, this Contract may be terminated earlier in accordance with Section 8 below.

**SECTION 4: VILLAGE’S REPRESENTATIVE.**

Unless otherwise specified by the VILLAGE, the VILLAGE’s representative shall be the Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the services being provided by PERSEVERANCE.

**SECTION 5: COMPENSATION AND METHOD OF PAYMENT.**

A. As compensation for the services provided under this Contract, the VILLAGE shall compensate PERSEVERANCE based on the number of participants in the Spring basketball league as follows (“Flat Fee”):

- |  |             |
|--|-------------|
| 1. One (1) to forty-nine (49):                               | \$ 5,000.00 |
| 2. Fifty (50) to ninety-nine (99):                           | \$ 7,500.00 |
| 3. One hundred (100) to one hundred-forty-nine (149):        | \$10,000.00 |
| 4. One hundred fifty (150) to one hundred ninety-nine (199): | \$12,500.00 |
| 5. Two hundred (200) to two hundred forty-nine (249):        | \$15,000.00 |
| 6. Two hundred fifty (250) to two hundred ninety-nine (299): | \$17,500.00 |
| 7. Three hundred (300) to three hundred forty-nine (349):    | \$20,000.00 |

In addition to the foregoing, the VILLAGE shall compensate PERSEVERANCE for coaching services at the rate of twenty dollars (\$20.00) for each practice and for each game per age group (by way of example, the coach of each team would be compensated \$20.00 for each practice and \$20.00 for each game each week for a total of \$40.00) (“Coaching Fee”). One (1) coach shall be required for every nine (9) participants.

C. The VILLAGE shall pay PERSEVERANCE both the Flat Fee and the Coaching Fee in

two payments. The first payment equal to fifty percent (50%) of the Flat Fee and the Coaching Fee accrued through the first (4) weeks shall be made on May 1, 2023. The second payment equal to the remaining fifty percent (50%) of the Flat Fee and the remaining Coaching Fee shall be made within three (3) business days after the conclusion of the Spring basketball league.

D. In order for both parties herein to close their books and records, PERSEVERANCE will clearly state “final invoice” on PERSEVERANCE’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 PERSEVERANCE. The VILLAGE will not be liable for any invoice from PERSEVERANCE submitted thirty (30) days after the provision of all goods and services.

#### **SECTION 6: INDEMNIFICATION.**

A. PERSEVERANCE shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of PERSEVERANCE, its agents, servants, or employees in the performance of services under this Contract.

B. PERSEVERANCE further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the PERSEVERANCE its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

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 PERSEVERANCE, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

#### **SECTION 7: PERSONNEL.**

A. PERSEVERANCE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

B. All of the services required hereunder shall be performed by PERSEVERANCE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. PERSEVERANCE’s employees, agents and representatives shall comply with all VILLAGE requirements governing conduct, safety and security while on VILLAGE-owned property. Additionally, each of PERSEVERANCE’s employees, agents and representatives shall undergo a criminal background screening.

## **SECTION 8: TERMINATION.**

A. This Contract may be terminated by PERSEVERANCE 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 PERSEVERANCE and the VILLAGE's failure to cure within the ten (10) day notice period. It may be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days' prior written notice to PERSEVERANCE. In the event of termination by PERSEVERANCE or termination by the VILLAGE without cause, the VILLAGE shall pay PERSEVERANCE for services satisfactorily rendered through the date of termination.

B. The VILLAGE may terminate this Contract with cause immediately. For the purpose of this section, "with cause" shall include:

1. Any material breach of this Contract by PERSEVERANCE; or
2. Any inappropriate behavior by PERSEVERANCE's employees, agents or representatives either on or off VILLAGE property, including, but not limited to, harassment or violent or threatening behavior.

## **SECTION 9: FEDERAL, STATE AND LOCAL TAX.**

A. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the PERSEVERANCE shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the PERSEVERANCE authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

B. PERSEVERANCE, its employees, agents and representatives shall be solely responsible for the payment of all federal, state and local taxes (including federal, state, and local self-employment taxes) that are in any way connected with the services performed pursuant to this Contract.

## **SECTION 10: INSURANCE.**

A. During the term of this Agreement, PERSEVERANCE shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

1. *General Liability.* General Liability Insurance with each occurrence limits of not less than Five Hundred Thousand Dollars (\$500,000) and not less than One Million Dollars (\$1,000,000) in the aggregate. All policies must include sexual and physical abuse liability coverage.
2. *Worker's Compensation.* Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident and not less than Five Hundred Thousand Dollars (\$500,000) in the aggregate.

3. *Hired and Non-Hired Vehicles.* Hired and Non-Hired Vehicle Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per incident.

B. Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category.

C. PERSEVERANCE shall furnish the VILLAGE certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage shall not be effective until at least thirty (30) days' written notice has been made to the VILLAGE. PERSEVERANCE shall include the VILLAGE as an additional insured on the General Liability and the Automobile Insurance Policies required by this Agreement.

#### **SECTION 11: ASSIGNMENT.**

Neither the VILLAGE nor PERSEVERANCE 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 PERSEVERANCE.

#### **SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.**

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 VILLAGE and PERSEVERANCE **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.

#### **SECTION 13: INDEPENDENT CONTRACTOR RELATIONSHIP.**

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

#### **SECTION 14: ACCESS AND AUDITS.**

PERSEVERANCE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services 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 section for the purpose of inspection or audit during normal business hours, at PERSEVERANCE's place of business. In no circumstances will PERSEVERANCE be required

to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 15: NONDISCRIMINATION.**

PERSEVERANCE warrants and represents that all of its agents and employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 16: 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.

**SECTION 17: SEVERABILITY.**

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.

**SECTION 18: PUBLIC ENTITY CRIMES.**

PERSEVERANCE acknowledges and agrees that 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 contractor, supplier, sub-contractor, or PERSEVERANCE 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 36 months following the date of being placed on the convicted vendor list. The PERSEVERANCE will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

**SECTION 19: COMPLIANCE WITH LAWS.**

PERSEVERANCE shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.



**SECTION 20: 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  
Chuck Huff, Interim Village Manager  
501 U.S. Highway One  
North Palm Beach, FL 33408

and if sent to the PERSEVERANCE shall be mailed to:

Perseverance Basketball LLC  
Nathanael Vera, Managing Member  
318 Venice Boulevard  
Royal Palm Beach, FL 33411

**SECTION 21: ENTIRETY OF CONTRACTUAL AGREEMENT.**

The VILLAGE and the PERSEVERANCE 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.

**SECTION 22: WAIVER.**

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.

**SECTION 23: PREPARATION.**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**SECTION 24: 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.

**SECTION 25: WAIVER OF SUBROGATION.**

PERSEVERANCE 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 PERSEVERANCE 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 PERSEVERANCE enter into such an agreement on a pre-loss basis.

#### **SECTION 26: INSPECTOR GENERAL.**

PERSEVERANCE 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 PERSEVERANCE. PERSEVERANCE understands and agrees that in addition to all other remedies and consequences provided by law, the failure of PERSEVERANCE to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

#### **SECTION 27: PUBLIC RECORDS.**

IF THE PERSEVERANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PERSEVERANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

- 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 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.
- 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 the PERSEVERANCE does not transfer the records to the VILLAGE.
- D. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of PERSEVERANCE or keep and maintain public records required by the VILLAGE to perform the services. If PERSEVERANCE transfers all public records to the VILLAGE upon completion of the Contract, PERSEVERANCE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PERSEVERANCE keeps and maintains public records upon completion of the Contract, PERSEVERANCE 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.

**SECTION 28. E-VERIFY.**

PERSEVERANCE warrants and represents that PERSEVERANCE and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. PERSEVERANCE 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 PERSEVERANCE 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 PERSEVERANCE has otherwise complied, it shall notify PERSEVERANCE, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

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

**PERSEVERANCE BASKETBALL LLC**

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

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

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_

Chuck Huff, Interim Village Manager



**REVERSIBLE JERSEY INCLUDED!**



**VILLAGE OF  
NORTH PALM**

**APRIL 3 - MAY 31**

**\$150/NPB RESIDENT & \$175 NON-RESIDENT**

**GRADES**

K & 1ST  
2ND & 3RD  
4TH & 5TH  
6TH & 7TH  
8TH & 9TH

**PRACTICE DAY**

TUESDAYS  
WEDNESDAYS  
TUESDAYS  
TUESDAYS  
WEDNESDAYS

**GAME DAY**

SATURDAYS  
SATURDAYS  
SATURDAYS  
SATURDAYS  
SATURDAYS

**561.410.0556  
WWW.PERVEANCEBASKETBALL.COM**

**NORTH PALM RECREATIONAL CENTER  
1200 PROSPERITY FARMS ROAD  
NORTH PALM BEACH, FL 33408**

**PERSEVERANCE<sup>®</sup>**

**REGISTER AT  
WWW.VILLAGE-NPB.ORG**

**VILLAGE OF NORTH PALM BEACH  
LEISURE SERVICES**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: February 9, 2023

SUBJECT: **RESOLUTION – Approval of Proposal from Keyed Up Fence, LLC to provide Fencing Services at the Community Center in an amount not to exceed \$19,900.00.**

the North and East portions of the athletic field fence at the Community Center are in need of replacement. The majority of these two sections are damaged and/or rusted. The other two sections were replaced over the last two fiscal years and are in good shape.

Staff solicited quotes and received the following proposals for fencing services at the Community Center:

Vendor	Cost
Keyed Up Fence, LLC	\$19,900.00
Budget Fence and Gate Systems	\$29,700.00
Alpha Fence & Rail	\$30,287.35

Keyed Up Fence, LLC submitted the lowest cost proposal for the Community Center fencing and has performed previous work for the Village. Most recently, Keyed Up Fence, LLC was contracted to replace split rail fencing at both Osborne and Anchorage Park, which they completed in October 2022. Keyed Up Fence, LLC also repaired some fencing at Tennis Center.

The total amount expended to Keyed Up Fence, LLC for the services described above was \$13,770.00. The total cost for the additional services is \$19,900.00, which will increase the total FY 2023 spending for Keyed Up Fence, LLC to \$33,670.00. Although the cost for the additional work is within the Village Manager's purchasing limits, the cumulative amount for this single vendor will exceed \$25,000 and requires Village Council approval.

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

**Account Information:**

Fund	Department / Division	Account Number	Account Description	Amount
General	Parks and Recreation	A8028-35225	Fences - Alleys	\$19,900.00

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Keyed Up Fence, LLC to provide fencing services at the Community Center at a total cost not to exceed \$19,900.00, with funds expended from Account No. A8028-35225 (Fences - Alleys), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.**



## RESOLUTION 2023-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM KEYED UP FENCE, LLC FOR REPLACEMENT OF ATHLETIC FIELD FENCING AT THE COMMUNITY CENTER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village sought proposals for the replacement of athletic field fencing at the Village Community Center; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by Keyed Up Fence, LLC; and

WHEREAS, because the amounts paid to this single vendor will exceed \$25,000 for the current fiscal year, Village Council approval is required; and

WHEREAS, the Village Council determines that 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 accepts the proposal from Keyed Up Fence, LLC for replacement of athletic field fencing at the Community Center at a total cost of \$19,900.00, with funds expended from Account No. 8028-35225 (Parks and Recreation – Fences & Alleys), and authorizes the Mayor and Village Clerk to execute a Contract for such services, 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 \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## CONTRACT

This Contract is made as of this 9th day of February, 2023, 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 KEYED UP FENCE, LLC, a Florida limited liability company (hereinafter "CONTRACTOR"), 15628 95<sup>th</sup> Avenue North, Jupiter, Florida 33478, whose F.E.I. Number is 26-3638023.

## RECITALS

WHEREAS, the VILLAGE solicited proposals for replacement of athletic field fencing at the North Palm Beach Community Center ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposals 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 in accordance with its proposed Tent Fumigation Termite Agreement dated December 4, 2022 ("Proposal"), 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 **Nineteen Thousand Nine Hundred Dollars and No Cents (\$19,900.00)**.
- 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 **thirty (30) 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. 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 § 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.

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 set forth in the Proposal.

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 waive 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 a conflict between this Contract and CONTRACTOR's Proposal, 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. 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](mailto: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.

J. 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.

**KEYED UP FENCE, LLC**

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

# Keyed Up Fence LLC

15628 95th Ave. N. • Jupiter, FL 33478

Cell: 561-339-0169 • Office: 561-743-8986 • Fax: 561-743-5533

Email: keyedup@comcast.net • keyedupfence.com

Permit Needed: ☐ No ☐ Yes Where: \_\_\_\_\_

## Proposal

Date: 12-1-22

Cable Loc: \_\_\_\_\_

Name: VILLAGE OF NORTH PALM BEACH

Job Address: BASEBALL FIELDS  
COMMUNITY PARK

Address: \_\_\_\_\_

City: \_\_\_\_\_

Contact Person: STEVE

Phone: 346-2900

Fax: \_\_\_\_\_

☐ Alum ☒ Chain Link ☐ Wood ☐ PVC

Height: 10' Footage: 450

Style: ALL BLACK

### CHAIN LINK

Barbs: ☐ Up ☐ Down Gauge Wire: 9

# of Terminal Posts: 8

Fence (Top line): \_\_\_\_\_

☐ Self-Closing ☐ Regular

### WOOD

# Sections: \_\_\_\_\_ ☐ In ☐ Out

# Posts: \_\_\_\_\_

### ALUMINUM

Color: \_\_\_\_\_

Picket Size: \_\_\_\_\_

### PVC

Color: \_\_\_\_\_

Style: \_\_\_\_\_

### GATES

① 7' x 42"

### SPECIAL INSTRUCTIONS

COST OF FENCE: \$19,900

PERMIT COST: N/A

DEPOSIT AMT: \_\_\_\_\_

DEP DATE & CK#: \_\_\_\_\_

BAL. DUE AT COMPLETION: \_\_\_\_\_

TOTAL COST: \$19,900

SBOH@VILLAGE-NPB.ORG

225

x 2

RE-TIE SOME POSTS ON  
THE WEST SIDE.

REMOVE & DISPOSE OF  
EXISTING 4' FENCE

**ACCEPTED:** THE ABOVE SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED.

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

Keyed Up Fence Signature: \_\_\_\_\_

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

\*Please return after signing.

**Please Note:** Keyed Up Fence is not responsible for damage to any sprinkler systems. We install the fence where instructed — but cannot see what's under ground. Try to locate your sprinkler lines before our installers start digging. Unforeseen digging conditions such as rock or coral may result in additional charges. The fence represented by this contract/proposal remains the property of Keyed Up Fence until fully paid for. Payment is due upon completion. Thank You.



Proposal #20226162  
01/4/2023  
VALID FOR 7 DAYS

1109 25th St. Unit F,  
West Palm Beach Florida 33407  
www.budgetfenceandgate.com



Prepared by: Joe Vilarino  
joe@budgetfenceandgate.com  
561-531-4957

**"Since 1950"**

We propose, subject to acceptance at the Home office as hereinafter set forth, to install on your property in accordance with quantities listed below. This Contract is expressly subject to covenants, conditions, and approval by an Officer of the Company. All material, unless otherwise expressly provided, shall be in accordance with Seller's Standard Specifications.

Due to the unprecedented pandemic and supply chain issues, there may be unforeseen increases in the cost of materials. Materials and material costs can no longer be secured from the manufacturer at time of ordering. Unfortunately, they are only secured at time of delivery to BFGS. These increases may occur after the signing of this agreement and prior to the delivery of the materials. BFGS reserves the right to increase the material costs to account for the unforeseen conditions. Further, the pandemic may cause delays in permitting processes with the building departments from staff shortages. In these unfortunate circumstances, you will be notified of any material increase and will be provided reasonable time to cancel this agreement with no penalty. Customer shall pay all incurred permitting and administrative fees. These fees may be applied for future use. BFGS will remain committed to ensure we do everything to mitigate the potential material increase. Thanks for your patience, as we navigate these unprecedented circumstances with material shortages, and municipality permitting delays.

**BILL TO** Village of North Palm Beach  
1200 Prosperity Farms Rd,  
North Palm Beach, FL 33410  
561-904-2128

**JOB ADDRESS** 1200 Prosperity Farms Rd,  
North Palm Beach, FL 33410

**DESCRIPTION** Budget Fence and Gate Systems will remove 450' LF of 4' tall black vinyl coated chain link fence and replace it with 450' LF of 10' tall black vinyl coated chain link 6 gauge EB mesh, 2&1/2" line post, 3" terminal post, 1&5/8" top rail  
\*new 5' x 8' walk gates optional \$1500 installed

ITEM	QTY
<b>CHL-COM-MSC-SER</b> 10' tall black vinyl coated chain link 6 gauge EB mesh, 2&1/2" line post, 3" terminal post, 1&5/8" top rail	450
<b>TEA-OUT-CHL</b> tear out chain link	450

See attached drawing for approximate proposed fence layout. The drawing is considered part of this contract and by signing, you agree to the layout in it's entirety. Any changes to the fence layout will require a written change order that is signed and approved by the customer.

**Project Total prior to actual permit costs:**  
**\$29,700.00**

Electronically accepted by Village of North Palm Beach on

Proposal #20226162  
Total amount \$29,700.00



# ALPHA

FENCE & RAIL

PERMIT NEEDED  
☐ YES ☐ NO

## Fence Proposal/Contract

DATE WRITTEN UP:  
01/13/2023

WHERE \_\_\_\_\_

6746 White Drive • Riviera Beach, FL 33407

Office 561.738.9966 • Fax: 561.738.9919

E-mail: admin@alpha-fence.com • permits@alpha-fence.com

Estimate Valid for 60 Days  
Due to Material Price Increases

License# CBC-1261750

### JOB ADDRESS

NAME Village of North Palm Beach  
SUBDIVISION \_\_\_\_\_  
ADDRESS 1200 Prosperity Farms Road  
CITY North Palm Beach, FL 33410  
PHONE# 561-346-2980  
EMAIL: \_\_\_\_\_

### BILLING ADDRESS

NAME: The Village of North Palm Beach  
CONTACT: Steve Poh  
ADDRESS: 603 Anchorage Drive  
CITY: North Palm Beach, FL 33408  
PHONE# 561-904-2128  
EMAIL: spoh@village-npb.org

☐ ALUM ☐ P.V.C. ☐ WOOD  
☒ CHAIN LINK

TYPE 9 gauge core COLOR black

HEIGHT 10' FOOTAGE 460'

GATES 2 SELF-CLOSING ☐  
TERM. POST \_\_\_\_\_

IN GROUND ☒ CORE DRILL ☐  
FLOOR. FLANGE. ☐ WALL MOUNT. ☐

NOTES Includes :  
1 5/8" Top rail Sch. 20  
2 1/2" Line posts Sch. 40  
3" Term posts Sch. 40  
6 ga bottom tension wire  
9 ga core wire mesh

COST OF FENCE \$30287.35

PERMIT FEE: \$ TBD

TOTAL: \$ 30287.35 + permit

50% DEPOSIT \$15143.68

BALANCE DUE UPON COMPLETION: \$ 15143.67 + permit

Accepted: THE ABOVE PRICES, SPECIFICATIONS AND  
CONDITIONS ARE SATISFACTORY AND HEREBY  
ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK  
AS SPECIFIED. PAYMENT WILL BE MADE AS OUT-  
LINED.

DATE: \_\_\_\_\_  
CUSTOMER: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
SALESPERSON  
SIGNATURE: \_\_\_\_\_

- 460' Remove and dispose of existing fence
- Supply and install 460' of fence including (2) pedestrian gates
- Add mid rail \$3806.42 extra
- Add bottom rail \$3806.42 extra

3% CREDIT CARD FEE

PLEASE READ THE TERMS & CONDITIONS ON THE REVERSE



**VILLAGE OF NORTH PALM BEACH  
LEISURE SERVICES**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: February 9, 2023

SUBJECT: **RESOLUTION – Approval of Proposal from Advanced Recreational Concepts, LLC and Play Space Services, Inc. to Purchase and Install Replacement Parts for Lakeside Park Playground in an amount not to exceed \$7,638.13.**

The Lakeside Park playground is in need of new parts to maintain its operability and safety record. Staff received the following proposals from Advanced Recreational Concepts LLC (ARC) and Play Space Services Inc. for new parts, delivery, and installation:

Vendor		Cost
Advanced Recreational Concepts, LLC (ARC) and Play Space Services, Inc.		\$7,638.13
Advanced Recreational Concepts, LLC	\$4,403.67	
Play Space Services, Inc.	\$3,234.46	

Pricing:

The proposal from Advanced Recreational Concepts, LLC and Play Space Services, Inc. utilizes pricing established in an existing contract with The School District of Palm Beach County (Bid No. 20C-49P), expiring August 19, 2025.

Both companies have done previous work for the Village, including building the new Community Center playground as well as the new Anchorage Park playground. Most recently, Advanced Recreational Concepts, LLC and Play Space Services, Inc. were contracted to purchase and install a Neutron Carousel at the Community Center playground as well as two (2) interlocking wear mats at Anchorage Park playground. The above mentioned vendors were also hired to purchase and install a Spin Max Orbiter at Anchorage Park playground. A summary of the FY 2023 purchases is provided below

Project	Location	ARC	Play Space	Total
Neutron Carousel	Community Center	\$14,530.07	\$8,439.55	\$22,969.62
Wear Mats	Anchorage Park	6,923.53	0	6,923.53
Spin Max Orbiter, ADA Sidewalk & Mulch (*)	Anchorage Park	31,741.00	23,789.57	55,530.57
<b>Total</b>		<b>\$53,194.60</b>	<b>\$32,229.12</b>	<b>\$85,423.72</b>

(\*) This purchase was previously approved by Council on October 13, 2022 (Resolution # 2022-85).

The total cost for the additional services is \$7,638.13, which will increase the total FY 2023 spending for Advanced Recreational Concepts, LLC and Play Space Services, Inc. to \$93,061.85 (*As noted earlier, \$55,530.57 of this total cost was previously approved through Council Resolution # 2022-85*). Although

the cost for the additional work is within the Village Manager's purchasing limits, the cumulative amount for the vendor will exceed \$25,000 and requires Village Council approval.

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

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
General Fund	Parks and Recreation	A8028-35233	Playground Supplies	\$7,638.13

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Advanced Recreational Concepts, LLC and Play Space Services, Inc. to Purchase and Install Replacement Parts for Lakeside Park Playground at a total cost not to exceed \$7,638.13, with funds expended from Account No. A8028-35233 (Playground Supplies), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.**

## RESOLUTION 2023-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM ADVANCED RECREATIONAL CONCEPTS, LLC FOR THE PURCHASE OF NEW PLAYGROUND EQUIPMENT PARTS FOR LAKESIDE PARK AND APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE INSTALLATION OF THE PARTS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING PALM BEACH COUNTY SCHOOL DISTRICT CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended accepting a proposal from Advanced Recreational Concepts, LLC for the purchase of playground equipment parts for Lakeside Park and a proposal from its related entity, Play Space Services, Inc., for the installation of the parts both utilizing pricing established in an existing Palm Beach County School District Contract (Bid No. 20C-49P) at a total cost of \$7,638.13; and

WHEREAS, because the amount paid to these vendors will exceed \$25,000 for the current fiscal year, Village Council approval is required; 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 accepts the proposal from Advanced Recreational Concepts, LLC for the purchase playground equipment parts for Lakeside Park and a proposal from Play Space Services, Inc., for the installation of the parts utilizing pricing established in an existing Palm Beach County School District Contract (Bid No. 20C-49P) at a total cost of \$7,638.13, with funds expended (\$4,403.67 to Advanced Recreational Concepts and \$3,234.46 to Play Space Services) from Account No. A8028-35233 (Parks and Recreation – Playground Supplies). The Village Council further authorizes the Mayor and Village Clerk to execute Contracts for such parts and services, copies of which are attached hereto and incorporated herein by reference.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## **CONTRACT**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 ADVANCED RECREATIONAL CONCEPTS, LLC, 3125 Skyway Circle, Melbourne, Florida 32934, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-0520823.

## **RECITALS**

WHEREAS, the VILLAGE is in need of a contractor to supply replacement parts for playground equipment at Lakeside Park; and

WHEREAS, The School District of Palm Beach County, through its competitive selection process, awarded a Contract to Furnish and Install Playground Equipment (Bid No. 20C-49P) ("School District Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested parts based on the pricing established in the School District Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the School District Contract, including all terms, conditions and pricing set forth therein.

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. SCHOOL DISTRICT Contract. The School District's Contract to Furnish and Install Playground Equipment (Bid No. 20C-49P) with CONTRACTOR, is attached hereto as Exhibit "A," and incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
  - A. In accordance with the terms and conditions of the School District Contract and at the direction of the VILLAGE, CONTRACTOR shall supply the playground parts in accordance with is Proposal dated January 17, 2023, attached hereto as Exhibit "B" and incorporated herein by reference.
  - B. The total cost of such equipment shall not exceed **\$4,403.67**.
  - C. The equipment to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and shall be supplied within ninety (90) days of such written notice.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:
  - A. This Contract

- B. Exhibit "A" (SCHOOL DISTRICT Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) 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. 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.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the School District Contract. Extensions or renewals to the School District Contract or any modification including new products, terms, or price changes to the School District Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the School District Contract expires and no new contract is let by the School District, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the VILLAGE is in breach of this Contract, upon termination by the VILLAGE or CONTRACTOR, CONTRACTOR shall refund all monies paid for equipment not yet received and accepted. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for equipment received and accepted through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the School District Contract, with the VILLAGE named as an additional insured.

8. 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. 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 limited waiver provided in § 768.28, Florida Statutes.

9. 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.

10. Warranty/Guaranty. Unless a longer period is stated in the School District Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. 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.

12. 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. 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 waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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](mailto: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.

I. 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.

**ADVANCED RECREATIONAL CONCEPTS, LLC**

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

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

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

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

DEBORAH SEARCY  
MAYOR

ATTEST:

BY: \_\_\_\_\_

VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_

VILLAGE ATTORNEY





# Advanced Recreational Concepts, LLC

3125 Skyway Circle

Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

## Proposal

Organization Village of North Palm Beach  
603 Anchorage Dr.  
North Palm Beach, FL 33408

Prepared For Stephen Poh  
Ship To Lakeside Park  
805 Lakeside Dr  
North Palm Beach, FL 33408

Date 1/17/2023  
Quotation # 24830  
Prepared By Madelyn Harshaw  
Payment Terms 50% w/ order/50% @ Completion  
Prices Valid Until 2/15/2023

Project Name Playground Repairs

Customer Phone

County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
CS-1101-R5	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 23172 SQUARE DECK R5 W/ HDWR R5 Deck 1 (Square Deck) - Bigfoot - Brown - 1 Bolt Button Head 3/8" x 2-1/2" - 4 Washer Flat 3/8" x 1" O.D. x .100" thick - 4 Washer Flat SAE 1/2" - 4 Nut Barrel 3/8" x 2" BH - 4	1		723.16	723.16T
CS-1109-WALLM T-	Discount based on Palm Beach County School District #20C-49P, -2% on Playcraft Products R5 BALCONY DECK WALL w/MT R5 W/ HDWR BALCONY DECK WALL w/MT R5 FAB - Pacific - Blue - 1 SOCKET CLAMP SET w/HDWR R5 - Pacific - Blue - 2 WHEEL ALUM TO STEEL WALL HDWR SHIP - 1 STEEL WALL TO DECK R5 HDWR SHIP - 3	1		603.43	603.43T
HS-1004-R	Discount based on Palm Beach County School District #20C-49P, -2% on Playcraft Products COLLAR SET R5 W/ HARDWARE COLLAR R5 (HALF) - Pacific - Blue - 2 SCREW TEK 1/4-14x1-1/4 BH TRSS - 2 SCREW SOC HD CS 1/4x1-3/8 TR - 2 WASHER FLAT 6 MM SS - 2	1		54.75	54.75T
	Discount based on Palm Beach County School District #20C-49P, -2% on Playcraft Products			-1.10	-1.10

100% Financing Available – Flexible Terms  
Ask Your ARC Sales Representative For More Information

Subtotal  
Sales Tax (0.0%)  
**Total**

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



## Advanced Recreational Concepts, LLC

3125 Skyway Circle  
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

# Proposal

Organization Village of North Palm Beach  
603 Anchorage Dr.  
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Date 1/17/2023  
Quotation # 24830  
Prepared By Madelyn Harshaw  
Payment Terms 50% w/ order/50% @ Completion  
Prices Valid Until 2/15/2023

Project Name Playground Repairs

Customer Phone

County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
S-1309-R5	WALL HALF R5 SUB-ASSY WALL HALF R5 FAB - Pacific - Blue - 1 SOCKET CLAMP SET R5 w/ HDWR - Pacific - Blue - 1 WALL END-DECK R5 HDWR SHIP - 1	3		176.59	529.77T
	Discount based on Palm Beach County School District #20C-49P, -2% on Playcraft Products			-10.59	-10.59
PC-4OZ CAN	TOUCH UP PAINT 4OZ CAN - Pacific - Blue	2		15.96	31.92T
	Discount based on Palm Beach County School District #20C-49P, -2% on Playcraft Products			-0.64	-0.64
PVCPATCH	SMALL BOTTLE OF PVC PATCH - Bigfoot - Brown	1		20.54	20.54T
	Discount based on Palm Beach County School District #20C-49P, -2% on Playcraft Products			-0.41	-0.41
PC-4OZ CAN	TOUCH UP PAINT 4OZ CAN - Driftwood - Tan	2		15.96	31.92T
	Discount based on Palm Beach County School District #20C-49P, -2% on Playcraft Products			-0.64	-0.64
Freight	Freight	1		895.52	895.52
	Discount based on Palm Beach County School District #20C-49P, -2% on Playcraft Products			-13.41	-13.41
Freight	Freight	1		895.52	895.52

100% Financing Available – Flexible Terms  
Ask Your ARC Sales Representative For More Information

Subtotal  
Sales Tax (0.0%)  
**Total**

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



## Advanced Recreational Concepts, LLC

3125 Skyway Circle

Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

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Date 1/17/2023  
Quotation # 24830  
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Payment Terms 50% w/ order/50% @ Completion  
Prices Valid Until 2/15/2023

Project Name Playground Repairs

Customer Phone

County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
CS-1830-BRKT	TELESCOPE BRACKET SET W/ HDWR TELESCOPE SWIVEL BRKT FAB - Pacific - Blue - 1 TELESCOPE MOUNTING BRKT FAB - Pacific - Blue - 1 NUT LOCK 3/8 NC THIN NYL SS - 1 NUT LOCK 1/4-20 NYLOCK SS - 2 WASHER FLAT 3/8X7/8X.048 SS - 1 BOLT BH SOC CS 1/4 X 1 SS TR - 2 BEARING FLANGED 1/2x5/8x5/16L - 1 WASHER SAE 1/2X1-1/16X.075 - 7 NUT BARREL 3/8-16 x 5/8 BH SS - 2 BOLT SHLDR 3/8x2-1/2 BUTSOC - 2 BOLT SHLDR 3/8x1-3/8 BUTSOC - 1 WASHER FLAT 3/8 X 1 X .100";SS - 2 NUT BARREL 3/8 x 2 SS - 2 BOLT BH SOC CS 3/8x1 NC - 2 TELESCOPE DISC SPACER WALL - Driftwood - Tan  NOTE: THIS TELESCOPE IS OPTIONAL If you want a new one, We can repair the old one manually, remove the rust and paint it (Just the rust metal part) if you decided not to buy it.	1		670.46	670.46T

100% Financing Available – Flexible Terms  
Ask Your ARC Sales Representative For More Information

Subtotal \$4,403.67  
Sales Tax (0.0%) \$0.00  
**Total \$4,403.67**

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

## **CONTRACT**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 PLAY SPACE SERVICES, INC., 3125 Skyway Circle, Melbourne, Florida 32934, a Florida limited liability company (hereinafter “CONTRACTOR”), whose F.E.I. Number is 59-3136444.

## **RECITALS**

WHEREAS, the VILLAGE is in need of a contractor to install replacement parts for playground equipment at Lakeside Park; and

WHEREAS, The School District of Palm Beach County, through its competitive selection process, awarded a Contract to Furnish and Install Playground Equipment (Bid No. 20C-49P) (“School District Contract”) to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the School District Contract; and

WHEREAS, as authorized by the VILLAGE’s purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR’s services by “piggy-backing” the School District Contract, including all terms, conditions and pricing set forth therein.

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. SCHOOL DISTRICT Contract. The School District’s Contract for Various Equipment and Amenities for Parks and Playgrounds (Bid No. 20C-49P) with CONTRACTOR, is attached hereto as Exhibit “A,” and incorporated herein by reference.
3. CONTRACTOR’s Services and Time of Completion.
  - A. In accordance with the terms and conditions of the School District Contract and at the direction of the VILLAGE, CONTRACTOR shall install the replacement parts in accordance with is Proposal dated January 17, 2023, attached hereto as Exhibit “B” and incorporated herein by reference.
  - B. The total cost of such services shall not exceed **\$3,234.46.**
  - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and shall be completed within ninety (90) days of such written notice.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:
  - A. This Contract

- B. Exhibit "A" (SCHOOL DISTRICT Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) 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. 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.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the School District Contract. Extensions or renewals to the School District Contract or any modification including new products, terms, or price changes to the School District Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the School District Contract expires and no new contract is let by the School District, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for all services satisfactorily performed through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the School District Contract, with the VILLAGE named as an additional insured.

8. 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. 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 limited waiver provided in § 768.28, Florida Statutes.

9. 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.

10. Warranty/Guaranty. Unless a longer period is stated in the School District Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. 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.

12. 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. 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 waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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](mailto: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.

I. 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.

**PLAY SPACE SERVICES, INC.**

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

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

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

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

DEBORAH SEARCY  
MAYOR

ATTEST:

BY: \_\_\_\_\_

VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_

VILLAGE ATTORNEY





3125 Skyway Circle  
Melbourne, FL 32934  
Phone 1-321-775-0600 Fax 1-321-242-2216  
Toll Free - 888-653-7529

Date: 1/17/2023

## PROPOSAL

Proposal # 23172

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Customer Fax:

Organization: Village of North Palm Beach  
603 Anchorage Dr.  
North Palm Beach, FL 33408

Proposal Valid Until: 2/15/2023

Project: Playground Repairs  
Lakeside Park  
Ship To 805 Lakeside Dr  
North Palm Beach, FL 33408

Prepared for: Stephen Poh

Sales Rep MH

### DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 24830

#### INSTALLATION OF:

- SQUARE DECK R5 W/ HDWR
- R5 BALCONY DECK WALL w/MT R5 W/ HDWR
- COLLAR SET R5 W/ HARDWARE
- WALL HALF R5 SUB-ASSY
- TELESCOPE BRACKET SET W/ HDWR (Or repair)
- TOUCH-UP PAINT IN SPECIFIC AREAS.

Price based on Palm Beach County School District #20C-49P, Maintenance/Repair Rate of \$197.50 per hour (15) and \$271.96 per mobilization

TOTAL: \$3,234.46

#### INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

#### EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

100% Financing Available - Flexible Terms  
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (0.00)

**TOTAL**

Signature:

Print Name/Title: \_\_\_\_\_

Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.

Date: 1/17/2023

## PROPOSAL

Proposal # 23172

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Customer Fax:

Organization: Village of North Palm Beach  
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Proposal Valid Until: 2/15/2023

Project: Playground Repairs  
Lakeside Park  
Ship To: 805 Lakeside Dr  
North Palm Beach, FL 33408

Prepared for: Stephen Poh

Sales Rep MH

### DESCRIPTION

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

#### PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Disposal of spoils by Playspace

\*Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

100% Financing Available - Flexible Terms  
Ask Your ARC Sales Representative For More Information

Subtotal \$3,234.46

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Sales Tax (0.00) \$0.00

**TOTAL** \$3,234.46

Signature: \_\_\_\_\_ ... Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.

## **Solicitation 20C-49P**

### **Term Contract to Furnish and Install Playground Equipment**

#### **Bid Designation: Public**



**The School District of Palm Beach County**

## Bid 20C-49P

### Term Contract to Furnish and Install Playground Equipment

Bid Number **20C-49P**  
Bid Title **Term Contract to Furnish and Install Playground Equipment**

Bid Start Date **Apr 14, 2020 3:13:41 PM EDT**  
Bid End Date **May 12, 2020 2:00:00 PM EDT**  
Question &  
Answer End Date **Apr 30, 2020 5:00:00 PM EDT**

Bid Contact **Patrick Munley**  
**561-434-7392**  
**patrick.munley@palmbeachschools.org**

Contract Duration **5 years**  
Contract Renewal **Not Applicable**  
Prices Good for **Not Applicable**

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#### Addendum # 1

New Documents **Addendum 1.pdf**  
**20C-49P Bid Summary REVISED.docx**

#### Item Response Form

Item **20C-49P--01-01 - Term Contract to Furnish and Install Playground Equipment**  
Quantity **1 each**  
Prices are not requested for this item.

Delivery Location **The School District of Palm Beach County**  
The School District of Palm Beach County.  
3300 Forest Hill Boulevard  
West Palm Beach FL 33406  
**Qty 1**

#### Description

All pricing must be submitted using the Hypothetical Price Sheet attached herein.

# School District of Palm Beach County FL



## Solicitation No.

20C-49P

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**RESPONSES ARE DUE PRIOR TO:**

May 12, 2020

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RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

[www.BidSync.com](http://www.BidSync.com)

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The School District of Palm Beach County is an  
Equal Education Opportunity Provider and Employer.

<https://www.palmbeachschools.org/cms/one.aspx?pageId=6165437>

**20C-49P - SPECIAL CONDITIONS**

(Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. See paragraph 54 in General Conditions for details.)

**A. SCOPE:**

The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures, as specified herein.

**B. DELIVERY:**

Item in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Awarded vendors for equipment are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of School District personnel. A minimum of 48 hours advance notification of delivery is required from all freight carriers to the District's designated staff.

**C. BIDSYNC:**

1. All offers must be submitted electronically to BidSync.com including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.
2. BidSync supports online document tracking and completion. All documents must be viewed/accepted before the bid packet can be viewed and an offer can be placed.
3. The District will only consider offers that have been uploaded and submitted through BidSync PRIOR to the bid closing date and time. As with any document upload, larger documents and/or heavy user activity may result in longer upload times. **Please allow sufficient time to complete your offer.**
4. **IMPORTANT INFORMATION:** For help filling out your offer, please visit:

<https://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->

All responses entered into BidSync must be typed in. DO NOT cut and paste from any other program. Doing so may corrupt or invalidate your response and not allow you to respond.

In order to complete this response process, you must first select "Review response," verify the information is correct then enter your password and select "Confirm & submit response."

After clicking "Confirm & submit response," a confirmation page loads with "Offer Received" at the top of the page. If you do not see this confirmation, your offer was not submitted successfully.

If you select to receive a confirmation e-mail indicating a successful response you will receive a confirming email within five minutes.

**If you do not receive confirmation that your offer has been received, please call BidSync at 800-990-9339 Option 1 (Customer Care) and then Option 1 (Vendor Assistance).**

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.

**Be advised that registering with BidSync is a FREE service.**

**D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:**

The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be downloaded, signed, notarized and uploaded with your bid response. The Proposer must submit all supporting documentation in the name of the Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

**E. FLORIDA PREFERENCE:**

Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and electronically submit the Proposer's Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

**F. SBE PREFERENCE:**

Award recommendations shall make appropriate adjustments to pricing when considering solicitations from a District certified Small Business Enterprise (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the SBE are to be certified by the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation from the District SBE Certification Program shall void certification if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, SBE GOAL, and Paragraph P, SMALL BUSINESS ENTERPRISE PARTICIPATION, for complete detail.** For District certification go to <https://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application.

**G. AWARD:**

In order to meet the needs of the District, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms and conditions contained herein, including identifying their certified installer. The certified installer identified by the proposer(s) must also respond to this bid to be considered. If the certified installer is found to be responsive and responsible and agrees to comply with all bid specifications and terms and conditions pertaining to installation and contained herein, the installer will be awarded on this bid. If the certified install identified by the vendor responding only to the firm percentage discount for equipment section of this bid is not awarded, the vendor offering only discounts on equipment may be rejected.

The Board reserves the right to undertake inquiries into proposer's financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs

of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

**H. TERM OF CONTRACT:**

The term of this contract shall be for five years from date of award. If needed, the Contract may be extended 120 days beyond the Contract expiration. The awardee agrees to this condition by signing their bid. The awardee(s) will be notified when the Board has acted upon the recommendation. All percentage discounts and prices shall be firm for the entire length of the Contract; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

**I. REFERENCES:**

Electronically Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you. **Please do not include the School District of Palm Beach County as a reference.**

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

**J. QUALIFICATIONS:**

Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

If you are a business located within Palm Beach County please provide:

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.

**AND**

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

**AND** (if applicable)

3. Copy of industry/skills certifications and /or licenses required for the performance of Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structure Installation.



Per Florida Statutes 607.1501, A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. For information on how to register to do business in the State of Florida go to: <https://dos.myflorida.com/sunbiz/forms/>

If you are an out of the county business please provide:

1. a current Business Tax Receipt within that county you are registered  
**AND**
2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

**AND (if applicable)**

3. Copy of industry/skills certifications and /or licenses required for the performance of Furnishing and Installing Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

**K. PLACING AN OFFER:**

The Board objects to, and shall not consider, any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

All offers must be submitted electronically to BidSync.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.

**L. BID QUESTIONS:**

From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted via BidSync no later than 5:00 p.m. EST, on April 30, 2020. Questions received via BidSync by the time and date specified will be answered in writing and posted on BidSync. Patrick Munley is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Patrick Munley nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

**M. POSTING OF BID RECOMMENDATION / TABULATIONS:**

Bid recommendations and tabulations will be posted electronically with BidSync for review by interested parties, on May 19, 2020 at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

**N. SBE GOAL:**

The Board strongly encourages the use of Small Business Enterprises for participation as partners: joint venture partners, subcontractors, sub-consultants and prime contractors, in the District's contracting opportunities. A listings of Certified Small Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/diversityinbusiness>.

**O. SUB-CONTRACTING:**

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the General Conditions document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature,

or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

**P. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:**

An SBE business must meet The School District of Palm Beach County's (SDPBC) eligibility standards incorporated in the definition of Small Business Enterprise (SBE) as outlined in School Board Policy 6.143, Diversity and Equitable Utilization in Business, which requires that the business be certified by SDPBC.

SDPBC defines a Small Business Enterprise (SBE) as having average annual gross sales that are less than fifty (50%) of the small business size standard as defined by the U.S. Small Business Administration (SBA) for a firm's relevant industry. The average number of full-time employees over the last three years that is less than fifty percent (50%) of small business size standard as defined by SBA for the business firm's relevant industry. See SBE guidelines at: [www.sba.gov/federal-contracting/contracting-guide/size-standards](http://www.sba.gov/federal-contracting/contracting-guide/size-standards).

The principal place of business of the SBE must be in Palm Beach County, Broward County, and /or Miami Dade County. The firm's headquarters must be located in Palm Beach County, Broward County, and/or Miami Dade County with either, a majority of the firm's gross revenues or sales derived there, or a majority of firm's employees domiciled in one of these counties.

An SBE business must have received less than 15 million dollars (\$15 million) in contract payments from the School District of Palm Beach County projects or contracts in the fiscal year preceding the bid.

An SBE business shall be independent (a free-standing business) and recognized as a separate entity for tax purposes. Businesses that share common ownership, space, employees, or other facilities, may be considered as a single business for this program without reference to tax status.

The business must have been established and operational for a period of at least one (1) full year prior to the certification application. The business's address must include street number, name of the street, suite number, if any, and correct zip code. A post office box is unacceptable without the physical street address.

**Revenues or Sales Size Standards:**

Procurement Program – Any firm that has had an average cumulative gross sales or revenues of greater than seven million dollars (\$7 million) over the last three (3) years shall not be considered eligible to participate in the School District's SBE program for procurement.

SDPBC will accept SBE certification on a school district solicitation if the bidder can demonstrate that they meet the guidelines as outlined in the School District's Small Business Enterprise Program eligibility guidelines. Industry specific classification and income thresholds are consistent with and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices Procedures Manual as depicted in the chart below.

INDUSTRY	INCOME THRESHOLD
Construction	Not to exceed \$13,000,000.
Professional Services	Not to exceed \$6,000,000.
General Procurement	Not to exceed \$7,000,000.

#### **SBE Vendor Directory:**

The Vendor Directory represents SBE vendors certified only by the School District of Palm Beach County. Vendors certified as an SBE with any entity or agency other than the School District of Palm Beach County will not be accepted. The District does not have **reciprocity** with any other certifying Agency/Entity. The District has an Inter-local Agreement (IA) with The City of West Palm Beach, Palm Beach County and Miami-Dade County Public Schools; however, SBE bidders must have met the certification eligibility criteria of the District's certification program at the time of documentation submittal in order to be deemed a District Certified SBE.

**Goal: The Goal established for this industry classification is an SBE Bid Preference of 5% for the participation of Small Business Enterprises.**

#### **SBE Bid Preference:**

Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from School District of Palm Beach County (SDPBC) certified Small Business Enterprises (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBEs price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Qualification requirements for SBE Bid Preference are, the bidder must be certified by the School District of Palm Beach County, at the time the bid is submitted. The District does not recognize any other certifications. **Bidders must submit their School District Certification Certificate with the bid.** For District certification go to <http://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application. The Office of Diversity in Business Practices will review the certification database to ensure that all SBE's are certified at the time the bid is submitted.

#### **Small Business Enterprise Participation:**

Bidders who list SBE subcontractors as participants in their bids must complete and submit the Subcontractor Participation Letter of Intent, Form 1525 and Subcontractor Participation Summary, Form 1526. Form 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

#### **SBE Bid Preference is not the same as Small Business Enterprise Participation.**

If SBE Bid Preference is indicated, then the Bid does not have an SBE Participation Goal and Forms 1525 and 1526 are not required.

The industry specific classification for this solicitation is: General Procurement

## **B2GNow Compliance Reporting System**

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. This Contract is subject to Compliance Tracking and Contractor shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://palmbeachschools.diversitycompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

See paragraph O for additional details regarding subcontractors.

### **O. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:**

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining information and records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <https://go.boarddocs.com/fl/palmbeach/Board.nsf/Public#>.

**R. PUBLIC RECORDS LAW:**

**The Responder shall:**

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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 Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

**IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.**

**Public Records Exemption:**

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.



- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

**S. INSURANCE REQUIREMENTS:**

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email ([insurancecertificate@palmbeachschools.org](mailto:insurancecertificate@palmbeachschools.org)), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

**1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:**

Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

**2. COMMERCIAL GENERAL LIABILITY:**

Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy.

**THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

**3. BUSINESS AUTOMOBILE LIABILITY:**

Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

**4. WAIVER OF SUBROGATION:**

The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

**5. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:**

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or it's designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or it's designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further, Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

**I. E-VERIFY**



Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor while performing work or providing services for the School Board of Palm Beach County, Florida on its behalf utilize the E-Verify system to verify the employment of all new employees hired by all subcontractors. Vendor is also required to complete the Certification for E-Verify Form and upload with your bid response. Failure to do so may result in rejection of your proposal.

**U. PAYMENT / PAYMENT TERMS:**

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

**Payment will not be processed until the following occurs:**

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

**Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:**

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at [patrick.munley@palmbeachschools.org](mailto:patrick.munley@palmbeachschools.org).

**Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.**

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to [apinvoice@palmbeachschools.org](mailto:apinvoice@palmbeachschools.org).

**Electronic Invoice Submission Guidelines:**

**a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.**

**b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment**

**If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at [bob.rucinski@palmbeachschools.org](mailto:bob.rucinski@palmbeachschools.org), or call him at (561) 434-8701.**

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

**V. INCORRECT PRICING/INVOICES:**

Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

**W. CHANGE ORDERS:**

Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

**X. DISTRICT PURCHASING CARD:**

The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

**Y. CONFLICT OF INTEREST:**

On vendors own business letterhead, all vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder's business or any related entity. By submitting this documentation to the District, the vendor represents and warrants that District employee does not have a prohibited conflict of interest as provided in Chapter 112, Florida Statutes and School Board Policy 3.02 Code of Ethics.

**Z. CODE OF ETHICS:**

Per District Policy 3.02, District Employees shall not accept gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced a decision.

**AA. ORGANIZATION PROFILE:**

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email, and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement, and a succinct history of the company. In addition, the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

**BB. COMPANY FINANCIALS:**

Vendors shall provide financial statements giving the District enough information to determine financial stability. Failure to do so may result in your response being rejected.

- a. Balance Sheet or Annual Report for the last three (3) years
- b. Three (3) years of income statements
- c. Federal or State tax liens or judgements for the proposer's entity for the last five years. If no liens or judgements exist, please so state on Company Letterhead and upload with your response.

You may also include (optional):

- a. Statement of Changes in financial position;
- b. Letter from the proposer banking institution
- c. Statement from certified public accounting firm.

**CC. WARRANTY:**

Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or install shall repair and/or replace, at no cost to the School District, any defect or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner. Supplier shall provide the manufacturer's warranty in writing and certified to the District's designee upon final inspection.

**DD. SALES PROMOTION / PRICE REDUCTION:**

It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

**EE. HOURS OF OPERATION:**

The installer is advised that the normal installation of these units shall occur when school is in session. It shall be the installer's responsibility to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the contractor to secure the area to protect their equipment and tools as well as protect surfacing or foundation after it is poured and the playground components until the final inspection and acceptance by the District. There shall be no cost to the District for these safety and security measures.

**BID PREPARATION CHECKLIST:**

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Area Representative	N/A
	Yes	Required Response Form	N/A
	Yes	Bid Summary Document	N/A
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph P
	Yes	Debarment Certification	N/A
	Yes	Variance Document	N/A
	Yes	Reference Document	Paragraph I
	Yes	Early Payment Terms	Paragraph U
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph AA
	Yes	Company Financials	Paragraph BB
	Yes	Conflict of Interest/Non Conflict of Interest Statement	Paragraph Y
	Yes	E-Verify Form	Paragraph T
	Yes	Complaint Notification/Bid General Conditions	See General Conditions Paragraph 26

**\*Reminder\* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

**SPECIFICATIONS**

Specifications pertinent to this bid, are contained in a separate document titled "Specifications".

## **20C-49P - SPECIFICATIONS**

### **1) General:**

The purpose for this bid is to establish a pool of qualified vendors for the purchase and installation of playground equipment, playground surfacing, fabric shade structures, and outdoor fitness equipment.

- This bid is specifically for the purchase and installation of:
  - Playground equipment
  - Playground surfacing – including PIP or other IPEMA Certified and ADA compliant fall protection systems and Artificial Turf
  - Outdoor fitness equipment
  - Fabric shade structures
- If awarded vendors sell other products, they may not be purchased referencing this bid (this includes benches, picnic tables, trash receptacles, etc.)
- Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, and outdoor fitness equipment.
- If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) **or** list your certified installer, who must submit a bid **and** be awarded a contract to supply/install all of these items

#### **Bids not meeting this requirement will be rejected**

- The School District of Palm Beach County currently has 108 elementary schools, 34 middle schools & 25 high schools
- Elementary schools have a minimum of two playgrounds, there are pre-school playgrounds at several high schools and schools with Head Start programs and several schools have outdoor fitness areas
- Bid awarded vendors will be notified by BidSync of all Request For Quotes (RFQ) to attend mandatory site meetings and submit proposals for all projects covered under this bid as funding becomes available
- All products must be new, unused, of the latest design and technology and from the most current product lines.
- All installations shall be in compliance with District master Specifications where applicable

### **2) Warranty:**

Bidders should include the following warranty compliance documents with their bid

**(upload and submit electronically through BidSync)** or provide to the purchasing agent within 24 hours of request:

- Applicable warranty and/or guarantees of equipment, surfacing and installations including any conditions and response time for repair and/or replacement of any components during the warranty period
- Availability of replacement parts
- Life expectancy of equipment and surfacing under normal use

At a minimum, the following warranties shall apply:

- A minimum of 5 years warranty shall be in effect for all equipment, installations, ADA surfacing, concrete curbing and sidewalks
- Artificial Turf shall have a minimum of 7 years warranty
- Recapping poured in place surfacing shall be warranted for a minimum of 3 years
- Sealer over poured in place surfacing shall be warranted for a minimum of 1 year
- Damage due to vandalism is exempt from warranty

### **3) Catalogs for Playground Equipment and Outdoor Fitness Equipment:**

Firm Percentage Discount: (see Item 1 on Bid Summary document)

- Bidder shall indicate in the space provided on the Bid Summary Document a single firm fixed percentage discount for each manufacturer's product line
- The District will accept a discount of 0%
- Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% isn't

Catalog and Price List:

- Awarded vendors for playground equipment and/or outdoor fitness equipment shall deliver their current catalog with prices or a price list if the catalog doesn't have prices to:  
School District of Palm Beach County  
Purchasing Department, Attn: Patrick C. Munley  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406

Catalog Updates/Annual Replacements:

- The discounts, terms and conditions of this bid are to remain firm throughout the contract period
- During the contract period, the vendor may issue replacement catalogs
- The catalog replacements are to be delivered to the Purchasing Agent no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes
- Prices may not be increased except when a new catalog with prices has been issued and accepted by the Purchasing Agent

### **4) Balance of Line:**

- The "balance of line" shall include new manufacturer's product line, new products relative to outdoor play and physical activity, additional services related to these type of products and upgraded catalogs or products under the general category of items awarded under this bid
- Additions shall be submitted as they occur
- If awarded vendor is an authorized representative for a manufacturer and that relationship ends during the contract, written notice from the bid awarded company must be presented to the Purchasing Agent with a request for them to be allowed to provide a different manufacturer's product line for the duration of the contract
- If this occurs, it is the manufacturer's responsibility to find another bid awarded vendor to sell and install their product line for the duration of the contract and to receive approval from the Purchasing Agent

### **5) Playground Equipment, Surfacing and Outdoor Fitness Equipment:**

- All equipment and surfacing provided must, at a minimum, meet the following standards: ADA (Americans with Disabilities Act) ASTM (The American Society for Testing and Materials), CPSC (Consumer Product Safety Council) and IPEMA (International Playground Equipment Manufacturers Association) and all District standards
- Proposed playground packages must be approved and signed off by the District's certified playground safety inspector (CPSI) from Risk Management for compliance with national standards prior to a purchase order being issued
- Regardless of how a project is funded, it must fully comply with all District standards and the current safety and ADA related requirements
- It is the responsibility of the bid awarded vendor to ensure their equipment and surfacing meet these requirements regardless of who is managing the project for the District

- An effort shall be made to include at least one ASD friendly activity on each playground equipment project
- Any playground equipment or surfacing installed on Palm Beach County Schools' property not complying with safety regulations and all requirements in this bid shall be removed or replaced (at the sole discretion of the District) at no cost to the District

**5a) General Design Requirements:**

Playground and outdoor fitness equipment shall meet the following requirements:

- Equipment for Pre-K shall not exceed four feet in height
- Equipment for primary students shall not exceed six feet
- Equipment for intermediate students shall not exceed eight feet in height unless designed for uses other than climbing
- Outdoor fitness equipment shall be age appropriate
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing
- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum. Steel will be allowed for posts supporting structural loads such as shade structures or activities that require steel for added strength
- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches (or other seating) placed inside either the playground area or outdoor fitness equipment area
- If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Risk Management Certified Playground Safety Inspector (CPSI)
- A "Certificate of Completion" from the Building Department for permitted work is required
- No new playground package will be issued a final approval letter until the "Certificate of Completion" is received by Risk Management
- There shall be no walls, grates, drains, valves, or any other possible obstructions within a 6' perimeter of any playground unless protected by a 6' high (black vinyl) 9 Ga. fence, or one that matches existing chain link 6' high fences

- Access - All playgrounds shall be ADA compliant including having code compliant sidewalks to the ADA surfacing
- Equipment repairs, revisions or replacements by the vendor shall require prior approval from Risk Management

**5b) Curbs for Playgrounds:**

- **PIP or other IPEMA Certified and ADA compliant fall protection surfacing:** Installer shall provide and install 4 inch wide x 12 inch deep new concrete curb at playground perimeter, with cut-outs for drainage. Installer shall submit a proposed curb detail for approval for monolithic slab installation
- **Artificial turf** - Installer shall provide and install 6 inch wide x 12 inch deep new concrete curb at playground perimeter, saw cut every 10 feet. Installer shall submit a proposed curb detail for approval for monolithic slab installation

**5c) Fencing:** (Fencing will **not** be purchased as part of this bid. It will be provided by the District's contracted vendor for fencing. This information is included because it is part of the playground requirements)

- All Pre-K, kindergarten and ESE (ADA) playgrounds will be surrounded with a 6' high, 9 gauge black vinyl double knuckle chain link fence, or one that matches existing chain link 6' high fences
- When the playground is located inside a school's existing 6' high perimeter fence, a 4' high fence may be allowed, at the District's discretion
- Fences surrounding K-2 playgrounds are required to have one gate equipped with panic hardware if under 2500 square feet and if over 2500 square feet two gates equipped with panic hardware are required
- Fencing shall comply with ASTM standard F2049-11

**5d) Standards:** Equipment manufacturers, vendors and installers shall adhere to the following safety standards:

American Society of Testing and Materials (ASTM)  
ADA/ABA Accessibility Guidelines  
Consumer Product Safety Commission (CPSC)  
International Playground Equipment Manufacturers Association (IPEMA)  
District standards where they exceed those guidelines  
District Master Specifications - use this link  
(<https://www.palmbeachschools.org/cms/one.aspx?pagelid=7083736>)  
All state, federal and local safety rules and regulations

**5e) Signs:**

- Signage for all playgrounds shall be provided and installed in compliance with ASTM standards
- The District may also purchase signs for existing playgrounds
- Signs shall state the student's age level of equipment, student grade level of equipment as determined by the District, the words, "Adult Supervision Required" and ASTM warnings for Removal of drawstrings, Hot Surfaces, hard surface hazards and Supervision of helmets. These warnings must conform to ANSI Z535.1 and either ANSI Z535.2 or ANSI Z535.4

**5f) Replacement Parts:**

- Replacement parts, whether under warranty or not, must be available in the United States or the vendor must give the District an option of delivery by Priority shipping or overnight delivery, payable by the District
- Bidder shall indicate in space provided on the Bid Summary document all manufacturers' lines they are authorized to sell parts for and the firm percentage discount of list price
- Replacement parts shall be new



- Failure to deliver parts in a timely manner may result in bidder being considered non-compliant and removed from the list of bid awarded vendors eligible to do any business under this bid

**6) Installation of Surfacing and Equipment:**

If bidding equipment only and listing multiple installers (who are also awarded contracts), it will be the responsibility of the vendor providing the equipment to determine which certified installer will do each job; however, if the installers have bid different rates, the District will only be billed the lowest rate for the installation.

**6a) The installer shall comply with the following:**

- Each day an employee of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day
- Furnish, at own expense, all supervision, equipment, machines, tools, materials, labor, transportation, & anything necessary to perform site preparation, installation of equipment and surfacing
- The School District will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided)
- The School District will be responsible for sprinkler relocation when necessary
- Contractors will consider the means of egress from any playground structure and be certain that no component presents an obstruction
- Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates (the cost shall be billed to the District)
- Ultimately, the Installer shall be held responsible for utility repairs required as a result of construction damages
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's Risk Management CPSI and been released for use
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work
- This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus
- Safeguard all tools, materials, and equipment at all times, including after work hours
- Provide security for the site while surfacing is curing, drying, etc. (at no cost to the District)
- Not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.
- Verify and be responsible for the accuracy of all field measurements
- Ensure that all work is installed straight, level, plumb and in a professional manner
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris
- Remove all rubbish, scrap, etc., from the school site
- No rubbish shall be used as fill on the school site and installer may not use the school's dumpster
- Leave the work site in a neat and orderly manner at the end of each work day
- At completion of the installation, the site shall be in a ready to use condition, free of any debris
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installer's operations
- Restore the site to its original condition, which may include re-sodding the area affected by their work with sod of the same variety and quality as the surrounding sod
- Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade, and provide and install sod, if requested by the District (this sod is billable)
- All finish grading and final cleanup shall be the responsibility of the vendor
- Provide a maintenance manual and repair kit for all installed playground structures/equipment, delivered to the District Maintenance Plant & Operations (MP&O), 3300 Summit Blvd, West Palm Beach, FL., clearly labeled as to the school site it is for (there shall be no cost to the District)

**6b) Installation crew:**

- Supervisor shall be CPSI certified, be on site at all times, be fluent in English, be thoroughly knowledgeable of all plans, specifications and other contract documents and have the authority to act on the installer's behalf
- For each awarded project, vendor will provide:  
Supervisor's name and certification  
A list of the crew  
Confirmation that all crew have completed the District background check and have a District issued badge in compliance with the Jessica Lunsford Act
- Installation crew must be factory certified to install equipment and surfacing
- All of the installer's employees and subcontractors shall wear School District badges and fully comply with the Jessica Lunsford Act
- Comply with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while anywhere on District property
- All of the installer's employees shall be clean and appropriately dressed at all times, **whether school is in session or not**. Shirts shall be worn at all times
- Installation crew shall only use restroom facilities as determined at the pre-construction meeting
- **At no time** shall anyone use student restroom facilities, including when school is not in session

**6c) Sanitary Facilities**

- The Contractor shall provide sanitary temporary toilet buildings for the use of all workers
- All toilets shall comply with local codes and ordinances
- Toilets shall be kept supplied with toilet paper and shall have workable door fasteners
- Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as otherwise required by OSHA regulation
- The toilets shall be maintained in a sanitary condition at all times

**6d) The Jessica Lunsford Act:**

- All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked
- Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder
- The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance
- Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges
- Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced
- Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of awarded bidder (or discontinuation of awarded bidder's services) on the basis of these compliance obligations
- Awarded bidder agrees that neither the awarded bidder, nor any employee, agent or representative of the awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract

- In addition, all awarded vendor's representative who attend mandatory site visits in order to bid on a project are required to have complied with the Jessica Lunsford Act and wear their District issued badges at all meetings

**6e) Dumpsters:**

- Dumpsters and all job site trash are the responsibility of the installer
- The District representative will provide a list of recommended dumpster companies by area
- Dumpsters must be located so as not to interfere with traffic at the school site and shall be promptly removed upon completion of job
- The installer shall clean or make any necessary corrections to any area damaged by a dumpster

**7) Surfacing:** (See Items 3,4,5,6 & 7 on Bid Summary Document)

- Surfacing for all playgrounds shall be poured in place or other IPEMA Certified and ADA compliant fall protection system, with the exception of some Pre-K playgrounds where the District may approve artificial turf
- a copy of the IPEMA certification shall be provided with each awarded proposal package
- There will be no loose fill type surfacing for playgrounds unless approved by Risk Management CPSI
- Provide & install clean fill as needed, compacted to 2,500 PSF (compaction test to be provided by vendor) to ensure positive drainage away from playground
- Surfacing shall meet current ASTM standards for impact attenuation and maneuverability
- All playground surfacing material being bid must be approved by the District's Risk Management CPSI staff
- Product specifications, (M)SDS and samples, must be provided within 24 hours of request
- Risk Management in tandem with the Purchasing Department reserves the right to select IPEMA Certified and ADA compliant fall protection surfacing based on needs of the District
- A mandatory 4-inch-wide x 12-inch-deep concrete perimeter curb is required for poured in place surfacing. A 6" wide X 12" deep concrete perimeter curb is required for all synthetic turf

**7a) Random Testing of Surfacing:**

- A sampling of the surface material that is installed may be tested to be certain its quality and consistency matches that which was ordered
- In order to verify that the proper amount of binder is being used; a random sample will be collected by District staff and tested at an independent lab
- If it fails, the vendor agrees to provide a seal coating in 2 years or increase the length of the warranty and will reimburse the District for the testing
- If a vendor's sample fails more than twice, the District may cancel the contract without penalty. This will not relieve the vendor from warranty obligations

**7b) Surfacing – Repair, Recap and/or Replace** (See Item 16 on Bid Summary)

- Projects to repair, seal, patch, recap, and or replace surfacing will be posted on BidSync as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for Item 16 on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to BidSync by the date and time specified for each project
- The EPDM layer will be 5/8"
- Pre and Post drop test will be performed by the District's Risk Management Certified Playground Safety Inspector (CPSI) when surfacing repairs encompass the entire area to ensure it conforms to ASTM F-1292 requirements
- Complete tear-outs of surfacing will not require a pre-test
- All materials must be IPEMA certified and documentation will be required
- Materials and installations shall comply with all current applicable codes and standards

- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work
- Upon award and receipt of a purchase order, work must be scheduled and completed in a timely manner and to the satisfaction of the District
- There will be no charge for consultation or troubleshooting on any project

**7c) Artificial turf – where fall protection is Not required:** (See Item 5 on Bid Summary Document)

- Projects will be posted on BidSync and a mandatory site visit will be scheduled with bid awarded vendors
- Artificial turf shall comply with the current and any updated District Master Specifications
- All turf seams will be secured with Velcro **and** adhesive and the turf will be secured firmly so that it cannot be lifted in any manner
- Install per manufacturer's specifications and ensure proper drainage
- A mandatory 6" wide X 12" deep concrete perimeter curb is required for all synthetic turf applications

**8) Fabric Shade Structures** (See Item 17, 18, 19 & 20 on Bid Summary)

- When funding is available, projects for Fabric Shade Structures will be posted on BidSync as an RFQ and a mandatory site visit will be scheduled with bid awarded vendors
- Only awarded vendors for this product (Item 17, 18 & 19) on the Bid Summary will be eligible to participate in these projects
- All RFQ responses must be uploaded to BidSync by the date and time specified for each project
- There will be no charge for consultation or troubleshooting on any project
- All quotes must provide cost for labor, materials and installation
- All free-standing shade structures must be approved by the District Building Department
- Permits and inspection are required
- Signed/sealed engineered drawings showing the structural supports/foundations meet 150 mph wind loads are required
- Engineered drawings must be prepared by a State of Florida Registered engineer
- The fee for providing engineered drawings, signed and sealed by a State of Florida registered engineer shall be stated on the Bid Summary document
- Shade structures shall be certified by a US Testing Laboratory, comply with Florida Building Code, meet wind load and comply with District Master Specs (a copy is included in this bid)
- Fabric cover shall meet the requirements of NFPA 701, Standard Methods of Fire Tests for Flame Resistant Textiles and Film. A certificate or label sewn into fabric showing compliance must be provided for each project
- Provide instruction on care of the fabric and any requirements for re-treating the fabric to maintain its fire retardant classification
- This bid doesn't include covered walkways, aluminum awnings or shade structures other than fabric

**9) Proposals:**

- The District's Playground and Outdoor Fitness Equipment Proposal form will be used for all proposals to provide & install playgrounds and outdoor fitness equipment and surfacing
- All successful bidders will make copies of this form as needed at no cost to the District
- When a project has been awarded, the awarded vendor will prepare 5 sets of packages containing all of the following for review by the District's Risk Management Certified Playground Safety Inspector (CPSI):
  - 1) Playground Proposal form
  - 2) A list of components and the price for each as listed in their catalog/price list
  - 3) 3-Dimensional drawing
    - With a 180-degree view showing the type and color of surfacing
    - State the grade level on the drawing, under the school's name
    - Show the fall/use zone measurements, height of equipment, & ADA access route

List the number and name of the playground components meeting ADA requirements for lower and upper level components

- 4) 2-Dimensional drawing;  
Shall be on 11" X 17" paper with NO font being less than 1/8"  
List the number and name of the playground components meeting ADA requirements for lower and upper level components  
Identify "North" on the drawing  
Include a scale on the drawing  
State the grade level on the drawing, under the school's name  
An identifying symbol shall be added to indicate that a curb will surround the playgrounds (4" for poured in place)
- 5) Architectural Site Plan (to be provided by the District facilitator) clearly indicating the location of the playground(s), the ADA compliant access route, and the geographical orientation
- 6) (M)SDS forms and IPEMA (The International Playground Equipment Manufacturers Association) certification for the surfacing
- 7) A letter of compliance from the manufacturer describing their compliance with 16 CFR Part 1303 and Section 3 Federal Hazardous Substances Act with regard to lead, and Section 8 of the Consumer Product Safety Act with regard to phthalates

#### **10) Process:**

- Project is identified, funded and a requisition is processed
- Request For Quotes (RFQ) is prepared and posted on BidSync by the purchasing agent
- RFQ is only open to bid awarded vendors. Note: A vendor may be removed from the list of eligible vendors at the sole discretion of the District purchasing agent for a period of time which may include the remainder of the contract. This would prevent the vendor from participating in any project and their name will be removed from the list of Bid Awarded Vendors and they will no longer be eligible to participate with any other agency who is using this bid.
- Mandatory site visit scheduled - vendor representatives will view the site, take measurements and be given project specifications
- Any project specific questions will be addressed and published through BidSync as an addendum
- If tree trimming or removal is required, vendor may be requested to provide a quote
- Vendors prepare a proposal and upload it to BidSync by the due date and time
- Projects for shade structures and surfacing repairs or replacements will be awarded to the lowest bidder or as stated in the RFQ
- For new or replacement playgrounds
  - All qualified proposals are reviewed and short-listed to the best proposals meeting the needs of the school
  - The selected will make oral presentations to school based staff
  - The staff will rank the proposers as first, second and third
  - Selection may be based on innovation of design, number of components/activities, aesthetic, play value of the equipment, etc.
  - Award tabulation will be posted on BidSync
  - Awarded vendor will provide a single package for initial review by the District's Risk Management CPSI
  - If changes are needed, the vendor will make those changes or provide any additional information requested and submit the final five (5) packages to the Risk Management CPSI for review and signed
  - Approved and sign-off packages will be delivered to the purchasing agent who issues a PO which is notice to begin project
  - Two approved packages will be mailed to the vendor (one for the equipment order and the other for their installation crew, Risk Management will retain a copy, the District facilitator will get a copy and a set will be retained by the purchasing agent

- For all projects, District's facility representative will schedule pre-construction meeting with awarded vendor, installation supervisor and school representative  
The meeting will address:
  - Schedule for deliveries and installation
  - Site access
  - Dumpster requirements
  - Sanitary facilities
  - Permitting if required
  - Vendor will provide supervisor and crew documentation (per requirements listed above)
  - Any other pertinent information
- District's facility representative shall periodically check installation process and verify that all workers on site are fully complying with all District policies, are badged and comply with the Jessica Lunsford Act:
- District's facility representative verifies the job is complete
- Where required, a District CPSI from Risk Management will inspect the equipment and surfacing for safety and ADA compliance
- Any other issues such as quality will be addressed by the purchasing agent and the District's facility representative
- Payment will be made for both materials and installation only after successful inspection by the District's Risk Management CPSI, completion of a Professional Performance Evaluation –PPE (Vendor evaluation) and receipt of Certificate of Completion
- No deposits or partial payments will be made
- New school construction (including replacement school construction)  
The above process will be followed except after award of the project, the installer shall coordinate all deliveries and work with the Construction Manager  
All playgrounds must be inspected and pass the inspection by the Risk Management CPSI prior to the playground being open to the school's students

If the District makes any changes to the above procedures during the contract, all awarded vendors will be notified by the Purchasing Agent and shall fully comply with any revisions.

#### **12) Post Bid Award Meeting**

- After award of this contract, all awarded vendors will attend a mandatory start-up meeting at the District (exact location, date & time to be determined)
- District staff involved in these types of projects will be available to review basic District guidelines and requirements
- All awarded vendors are required to have a representative attend in order to participate in projects available through this bid

#### **13) Glossary of Terms**

ADA	Americans with Disabilities Act
ASD	Autism Spectrum Disorder
ASTM	American Society for Testing Materials
CM	Construction Manager
CPSC	Consumer Product Safety Commission
CPSI	Certified Playground Safety Inspector
IPEMA	International Playground Equipment Manufacturers Association

MSDS	Material Safety Data Sheets
NPSI	National Playground Safety Inspector
PPE	Professional Performance Evaluation

## 20C-49P – Bid Summary

Item 1	<b>Playground Equipment And Outdoor Fitness Equipment</b> <u>Firm Percentage Discount</u> <ul style="list-style-type: none"> <li>Will be deducted from the catalog list prices</li> <li>Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not</li> <li>The District will accept a discount of 0%.</li> </ul> <u>Freight Charges:</u> <ul style="list-style-type: none"> <li>All freight charges are to be prepaid by successful bidders and added to the invoice</li> <li>The School District will only pay actual freight charges</li> <li>It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District</li> <li>Vendor is required to file all claims for damages/shortages etc.</li> </ul>	
<b>List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent</b>		<b>Fixed % Percentage Discount off List Price</b>
Item 2.	<b>Installation of Playground and Outdoor Fitness Equipment</b>	
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	<b>Fixed Percentage</b>
NOTE: If bidding to only supply Playground and/or Outdoor Fitness Equipment, • you must list your certified installer below <b>AND</b> • Your certified installer must submit a bid for installation <b>AND</b> • Your certified installer must be awarded a contract for installation in order for you to be awarded to provide playground and/or outdoor fitness equipment		
<b>Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):</b>		



<b>Item 3.</b>	<b>Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment</b>						
	<ul style="list-style-type: none"> <li>• Poured In Place (PIP) surfacing must be IPEMA Certified &amp; ADA compliant</li> <li>• Price must be stated per square foot and price must include all materials, adhesives or sub-bases</li> </ul>						
<b>List Manufacturer:</b>							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
<b>3a)</b>							
Size	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
<b>3b) Installation of PIP surfacing charge if it is not included in the prices above</b>						\$ _____ per Sq Ft	

<b>Item 4.</b>	<b>Artificial Turf installed on a playground (with fall protection)</b>						
	<ul style="list-style-type: none"> <li>• Must be IPEMA certified and ADA compliant</li> <li>• Price stated must be per square foot and price must include all materials, adhesives, etc.</li> </ul>						
<b>List Manufacturer:</b>							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
<b>4a) Cost Per Sq Ft</b>							
Size	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
<b>4b) Installation of Artificial Turf charge if it is not included in the prices above</b>						\$ _____ per Sq Ft	

<b>Item 5.</b>	<b>Artificial Turf – Provide and install where fall protection is NOT required</b>						
<b>List Manufacturer:</b>							
<b>5a)</b>	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Size							
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
<b>5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above</b>						\$ _____ per Sq Ft	

<b>Item 6.</b>	<b>Engineered Wood Fiber</b> Must comply with ASTM and be IPEMA certified Quotes will be requested when needed <b>Indicate if you can provide (Yes or No)</b>	____ Yes or ____ No
<b>List the Manufacturer:</b>		

<b>Item 7.</b>	<b>Other IPEMA Certified Surfacing Systems</b> •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.						
<b>List Manufacturer:</b>							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
<b>7a) Cost Per Sq Ft</b>							
Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
<b>7b) Installation of Other IPEMA Certified Surfacing Systems charge if it is not included in the prices above</b>						\$ _____ per Sq Ft	

<p align="center"><b><u>Site Preparation:</u></b></p> <ul style="list-style-type: none"> <li>• All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid</li> <li>• Provide firm prices for the following line items</li> <li>• Prices must be submitted in the same unit of measure as listed below:</li> </ul>		
<b>Item 8.</b>	Dig-out/ Excavation Price must include removal and disposal	\$_____ per sq. ft.
<b>Item 9.</b>	Sand, clean & suitable for playgrounds Price must include delivery and placement	\$_____ per cubic yard
<b>Item 10.</b>	Clean Fill Delivered and graded	\$_____ per sq. ft.
<b>Item 11.</b>	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
<b>11a.</b>	4" Wide X 12" Deep for PIP surfacing	\$_____ per sq. ft.
<b>11b.</b>	6" Wide X 12" Deep for artificial turf	\$_____ per sq. ft.
<b>Item 12.</b>	Recycled playcurb borders Provide and install	\$_____ per linear ft.
<b>Item 13.</b>	Aluminum ADA handrails Provide and install	\$_____ per linear ft.
<b>Item 14.</b>	Provide Utility Locates	\$_____ each
<b>Item 15.</b>	Provide signed sealed engineered drawings	\$_____ per job

**Additional Site Preparation Items:**

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

<b>Item 16</b>	<p><b><u>Repair, Recap and/or Replace Playground Surfacing</u></b></p> <p>Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing</p> <p style="text-align: right;"><b>Mark an "X" in the space provided</b></p>	<p style="text-align: center;">___ YES</p>
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<b>Item 17</b>	<p><b><u>Fabric Shade Structures :</u></b></p> <p>This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid</p> <p><b><i>To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"</i></b></p>		
<p><b>NOTE:</b></p> <p>If bidding to only supply Shade Structures</p> <ul style="list-style-type: none"> <li>• you must list your certified installer below</li> </ul> <p style="text-align: center;"><b>AND</b></p> <ul style="list-style-type: none"> <li>• Your certified installer must submit a bid for installation</li> </ul> <p style="text-align: center;"><b>AND</b></p> <ul style="list-style-type: none"> <li>• Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item</li> </ul>			
<b>Item 18</b>	<b><u>Provide Shade Structures</u></b>	<p style="text-align: center;">___ YES</p>	<p style="text-align: center;">___ NO</p>
<b>Manufacturer:</b>			
<b>Installer if other than self:</b>			
<b>Item 19. <u>Install Shade Structure</u></b>	<p style="text-align: center;">___ YES</p>	<p style="text-align: center;">___ NO</p>	
<b>Item 20. <u>Removal of Shade Structure in Case of Emergency Notification</u></b>	<p style="text-align: center;">___ YES</p>	<p style="text-align: center;">___ NO</p>	

<b>Item 21. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing:</b> List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)	<b>Fixed Percentage Discount off List Price</b>	<b>Cannot give firm discount but will provide quotes when requested (Mark "Yes")</b>
Delivery Business Days After Receipt of Order (ARO):	_____ business days	
Address of facility where parts will be shipped from: _____ _____ _____		

<b>Item 22</b>	<b>Recoat existing PVC playground equipment decks</b> Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards and codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to <b>Mark an "X" in the appropriate space</b>	____ YES	____ NO
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<b>Vendor Name:</b>	_____ _____ _____
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**This form must be downloaded, completed and uploaded to Bidsync with your bid response**

## **GENERAL CONDITIONS FOR BIDS**

The General Conditions for Bids, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **BIDS:** Bids will be received electronically through a secure site at BidSync.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
4. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
5. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
6. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
7. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**
  - A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.
  - B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine

whether the Bidder should be suspended from doing future work with the School Board, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" shall be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.

The Bidder shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the Bidder may result in removal from bidders/responder list and may result in Bidder being debarred. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

- C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

**"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite A323  
West Palm Beach, FL 33406

With a copy to: Inspector General  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite C306  
West Palm Beach, FL 33406

To Contractor:



8. **BIDDERS' RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

9. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.
10. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.
11. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, the bidder certifies that it will divulge information regarding any of these actions or proposed actions with other governmental agencies. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not provide any goods or services or transact business with The School District of Palm Beach County, Florida for a period of 36 months from the date of being placed on the convicted vendor list.
12. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
13. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has

been posted at BidSync.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

14. **GOVERNING LAW AND VENUE:** The Contract Documents shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from the Contract Documents, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Court and exclusive venue shall lie in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, VENDOR AND SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
15. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
16. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
17. **TERMINATION:** This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created to Section 215.473, Florida Statutes, or if the Vendor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

This Agreement may also be terminated for convenience by the School District of Palm Beach County, Florida

In the event this Agreement is terminated for convenience, Vendor shall be paid for any goods or services properly performed under the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from The School Board of Palm Beach County, Florida, the receipt and adequacy of which are, hereby acknowledged by Vendor, for The School Board of Palm Beach County, Florida's right to terminate this agreement for convenience.

18. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

19. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
20. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

21. **PRODUCT RECALL:** In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing

Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

**At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.**

22. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

23. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

24. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

25. **ANTI-DISCRIMINATION:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

26. **COMPLAINT NOTIFICATIONS:** As part of its bid, Bidder shall provide to the District a list of all instances within the past ten (10) years where a complaint was filed against Bidder in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Bidder discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability, in violation of applicable Federal and/or Florida law.

The Bidder must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Bidder; and (ii) the status of, and Bidder's response to, all pending complaints.

**The School District will consider a Bidder's complaint history information in its review and determination of responsibility. The failure of a Bidder to comply with the requirements in this Section will result in Bidder being deemed non-responsive by the Director of Purchasing. If no complaints have been filed within 10 years, please so state on Company Letterhead and upload with your response as proof.**

27. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
28. **INDEMNIFICATION AND HOLD HARMLESS:** Bidder shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the vendor, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
  - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
  - C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work; or
  - D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.
- The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.
29. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

30. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
31. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - (1) The potential for fire, explosion, corrosively and reactivity;
  - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

32. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
33. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

In addition, if applicable, vendor compliance is required for the following: Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection

Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

34. **GOVERNMENT FUNDING:** Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. As a result, Vendor shall comply with the applicable laws and regulations listed below, the entire terms and conditions of which are fully incorporated herein:

Rights to Inventions Made Under a Contract or Agreement  
Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)  
Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)  
Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)  
Byrd Anti-Lobbying Amendments (31 U.S.C. 1352)  
Energy Policy and Conservation Act (42 U.S.C. 6201)  
Recovered Materials - Must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and Environmental Protection Agency (EPA) at 40 CFR part 247.

35. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
36. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
37. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
38. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
39. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
40. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
  - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

41. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.
42. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
43. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
44. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
45. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
46. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

**No item may be shipped or service performed that is not listed on the purchase order.**

47. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
48. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.



Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

49. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified as an SBE certified vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins two out of three times will be the named as the first ranked proposer and recommended for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.
50. **INTERPRETATIONS:** Neither BidSync nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
51. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, and all exhibits thereto, including any addenda, 3) Contractor's response to the ITB, including any appendix and exhibits.
52. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.
53. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.
54. **Trade Secrets: Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

By submitting its bid, Bidder understands and waives any claim of confidentiality, including trade secrets, to its pricing and/or cost of service related submittals.

Any Bidder that intends to assert that certain materials are exempt from public disclosure under Chapter 119, Florida Statutes must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. Bid# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, Florida Statutes. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

**Any claim of confidentiality on materials that the Proposer asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Proposer upon submission, upon opening.**

The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may see, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida Law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgements, attorneys' fees or cost incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

**The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.**

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

Date: 04/30/20

**ADDENDUM NO.: 1**

**INVITATION TO BID NO.: 20C-49P**

**TITLE: TERM CONTRACT FOR FURNISH AND INSTALL PLAYGROUND EQUIPMENT, OUTDOOR  
FITNESS EQUIPMENT, SURFACING AND FABRIC SHADE STRUCTURES**

**RETURN DATE: 05/05/20 2:00 P.M. EST**

**The following questions were received and are answered:**

**Question 1:**

**Who is required to provide wind load calculations as required by the building department?**

**Answer 1:**

**The awarded vendor is responsible for providing signed/sealed engineered drawings per 20C-49P-  
Specifications, Section 8) Fabric Shade Structures.**

**Question 2:**

**Can a company's financial information be mailed in from Corporate headquarters rather than being  
submitted thru Bidsync? And if allowed could you give the address as to where you would like them  
to be mailed. Or if you would like them emailed directly to purchasing that email. Thank you so  
much**

**Answer 2:**

**No, refer to Section C. BIDSYNC in Bid Special Conditions**

**Question 3.**

**Is the county accepting proposals on the shade portion only of this term contract proposal or must  
the vendor include all services listed in the RFP?**

**Answer 3:**

**Refer to Special Conditions, G-Award and Bid Summary, Item 17 see the "Note".**

**Question 4:**

**When a new playground is installed we have to provide a concrete slab. In the Bid Summary Sheet,  
Item 11, there is only space for the concrete curbs, not for the concrete slab. Can you provide a line  
for the concrete slab and the required thickness priced per square foot?**

**Answer 4:**

**The Bid Summary has been revised to add the cost for the concrete slab.  
Bidders must complete and upload this REVISED Bid Summary.**

INVITATION TO BID NO. 20C-49P

ADDENDUM #1

Page 2

**Question 5:**

**Can a company bid only installation of equipment, including the supply and installation of safety surfacing?**

**Answer 5:**

**Refer to Special Condition G – Award and Bid Summary, Item 2 Installation of Playground and Outdoor Fitness Equipment.**

**Question 6:**

**Does my Installation company have to submit a bid thru BidSync?**

**Answer 6:**

**Refer to Special Conditions Paragraph C. BIDSYNC and G. Award and Bid Summary, Item 2 Installation of Playground and Outdoor Fitness Equipment.**

**Question 7:**

**Is a bond required for this contract? If so what would be the contract value?**

**Answer 7:**

**No a bond is not required.**

**Question 8:**

**Item 3, Poured in Place, says prices must include "sub-bases". Is the price to include a concrete pad as the "sub-base"?**

**Answer 8:**

**The concrete slab is the sub-base for the PIP surfacing.**

**Question 9:**

**Does the stone sub base shown in the details need to be a part of this pricing?**

**Answer 9:**

**Refer to each item on the Bid Summary as to what the prices stated must include.**

**Question 10:**

**What size are your shade structures and if you would be open to a unique and functional shade structure?**

**Answer 10:**

**There is no specific size of fabric shade structures stated. Fabric shade structures must meet District Master Specifications and bid specifications.**

**Question 11:**

**Is there an estimated budget?**

**Answer 11:**

**The annual budget is dependent on available funding.**

INVITATION TO BID NO. 20C-49P

ADDENDUM #1

Page 3

**Question 12:**

The synthetic grass specified in the bid documents, Endura, is no longer manufactured. The replacement for that product is called Extreme. Will you be changing the spec?

**Answer 12:**

District Master Specifications, 2.2 Synthetic Turf, A. states "The synthetic turf shall be Endura Ultra RSIFLTK2-PB OR EQUAL. There are no plans to change the specs in the near future.

**Question 13:**

The Artificial Turf Surfacing section does not mention infill for the turf which infill product does the District want? Most popular infill choices for Syn turf systems in playgrounds are: Envirofill, silica sand or crumb rubber?

**Answer 13:**

Refer to the Playground Surface District Master Specifications Part 2 Products.

**Question 14:**

Can we have multiple certified installers in our bid in case one is rejected during the evaluation procedure?

**Answer 14:**

Yes, refer to Bid Specifications Section 6 Installation of Surfacing and Equipment.

**Question 15:**

Can a Certified Installer be submit certification for installation of various playground equipment manufacturers?

**Answer 15:**

Yes, as long as the playground equipment manufacturers are awarded on this bid.

**Question 16:**

For Line Item 3, Can we have 2 different certified PIP manufacturers on our bid, same pricing, or can we only provide 1 PIP manufacturer.

**Answer 16:**

Yes, you may have 2 different certified PIP manufacturers on your bid. They must be listed in the space provided for Line Item 3.

Your electronic signature on the Bidder Acknowledgement form will recognize receipt of this addendum.

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Patrick C. Munley, Purchasing Agent

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Genell McMann, General Manager of Purchasing

INVITATION TO BID NO. 20C-49P

ADDENDUM #1

Page 4

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at BidSync.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section [120.57](#)(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

## 20C-49P – Bid Summary -REVISED

<b>Item 1</b>	<b>Playground Equipment And Outdoor Fitness Equipment</b> <u>Firm Percentage Discount</u> <ul style="list-style-type: none"> <li>Will be deducted from the catalog list prices</li> <li>Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not</li> <li>The District will accept a discount of 0%.</li> </ul> <u>Freight Charges:</u> <ul style="list-style-type: none"> <li>All freight charges are to be prepaid by successful bidders and added to the invoice</li> <li>The School District will only pay actual freight charges</li> <li>It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District</li> <li>Vendor is required to file all claims for damages/shortages etc.</li> </ul>	
<b>List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you represent</b>		<b>Fixed % Percentage Discount off List Price</b>
<b>Item 2.</b>	<b>Installation of Playground and Outdoor Fitness Equipment</b>	
	Cost will be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)	<b>Fixed Percentage</b>
<b>NOTE:</b> If bidding to only supply Playground and/or Outdoor Fitness Equipment, • you must list your certified installer below <b>AND</b> • Your certified installer must submit a bid for installation <b>AND</b> • Your certified installer must be awarded a contract for installation in order for you to be awarded to provide playground and/or outdoor fitness equipment		
<b>Playground and Outdoor Fitness Equipment Installer's Company Name (if other than self):</b>		

<b>Item 3.</b>	<b>Poured In Place (PIP) Surfacing for Playgrounds and Outdoor Fitness Equipment</b>						
	<ul style="list-style-type: none"> <li>• Poured In Place (PIP) surfacing must be IPEMA Certified &amp; ADA compliant</li> <li>• Price must be stated per square foot and price must include all materials, adhesives or sub-bases</li> </ul>						
<b>List Manufacturer:</b>							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
<b>3a)</b>							
Size	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
<b>3b) Installation of PIP surfacing charge if it is not included in the prices above</b>						\$ _____ per Sq Ft	

<b>Item 4.</b>	<b>Artificial Turf installed on a playground (with fall protection)</b>						
	<ul style="list-style-type: none"> <li>• Must be IPEMA certified and ADA compliant</li> <li>• Price stated must be per square foot and price must include all materials, adhesives, etc.</li> </ul>						
<b>List Manufacturer:</b>							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
<b>4a) Cost Per Sq Ft</b>							
Size	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>	<b>Cost Per Sq Ft</b>
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
<b>4b) Installation of Artificial Turf charge if it is not included in the prices above</b>						\$ _____ per Sq Ft	



<b>Item 5.</b>	<b>Artificial Turf – Provide and install where fall protection is NOT required</b>						
<b>List Manufacturer:</b>							
<b>5a)</b>	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Size							
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
<b>5b) Installation of Artificial Turf <u>Without</u> fall protection fee if installation is not included in the prices above</b>						\$ _____ per Sq Ft	

<b>Item 6.</b>	<b>Engineered Wood Fiber</b> Must comply with ASTM and be IPEMA certified Quotes will be requested when needed <b>Indicate if you can provide (Yes or No)</b>	____ Yes or ____ No
<b>List the Manufacturer:</b>		

<b>Item 7.</b>	<b>Other IPEMA Certified Surfacing Systems</b> •Must be IPEMA certified and ADA compliant •Price stated must be per square foot and price must include all materials, adhesives, etc.						
<b>List Manufacturer:</b>							
Critical Fall Height	3'	4'	5'	6'	7'	8'	10'
<b>7a) Cost Per Sq Ft</b>							
Size	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft	Cost Per Sq Ft
Up to 1,000 Sq Ft							
1,000 to 3,000 Sq Ft							
Over 3,000 Sq Ft							
<b>7b) Installation of Other IPEMA Certified Surfacing Systems charge if it is not included in the prices above</b>						\$ _____ per Sq Ft	

<b>Site Preparation:</b>		
<ul style="list-style-type: none"> <li>All bidders for installation must complete this section in order to be awarded as the pool of pre-qualified vendors for all projects under this bid</li> <li>Provide firm prices for the following line items</li> <li>Prices must be submitted in the same unit of measure as listed below:</li> </ul>		
<b>Item 8.</b>	Dig-out/ Excavation Price must include removal and disposal	\$_____ per sq. ft.
<b>Item 9.</b>	Sand, clean & suitable for playgrounds Price must include delivery and placement	\$_____ per cubic yard
<b>Item 10.</b>	Clean Fill Delivered and graded	\$_____ per sq. ft.
<b>Item 11.</b>	Concrete – provide and install All concrete shall comply with DMS & Fl. Building Code Includes concrete for sidewalks There shall be no additional fee for getting the concrete to the site	
<b>11a.</b>	Curb: 4" Wide X 12" Deep monolithic slab for PIP surfacing	\$_____ per linear ft.
<b>11b.</b>	Curb: 6" Wide X 12" Deep monolithic slab for artificial turf	\$_____ per linear ft.
<b>11c.</b>	Concrete monolithic Slab	\$_____ per sq. ft.
<b>Item 12.</b>	Recycled playcurb borders Provide and install	\$_____ per linear ft.
<b>Item 13.</b>	Aluminum ADA handrails Provide and install	\$_____ per linear ft.
<b>Item 14.</b>	Provide Utility Locates	\$_____ each
<b>Item 15.</b>	Provide signed sealed engineered drawings	\$_____ per job

**Additional Site Preparation Items:**

Vendors may be required to provide quotations for optional items such as, but not limited to:

- removal and/or relocation of existing playground equipment
- replacement parts for playground components
- tree trimming or removal
- excavation/demucking for sites where rock or muck is found
- provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)

<b>Item 16</b>	<b><u>Repair, Recap and/or Replace Playground Surfacing</u></b> Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for projects to Repair, Recap and/or Replace Playground Surfacing  <p style="text-align: right;"><b>Mark an "X" in the space provided</b></p>	<input type="checkbox"/> YES
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<b>Item 17</b>	<b><u>Fabric Shade Structures :</u></b> This will establish a pool of pre-qualified vendors to furnish and install fabric shade structures as requested in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid  <i><b>To be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for Fabric Shade Structures, you must mark an "X" in the box by "YES"</b></i>
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NOTE:

If bidding to only supply Shade Structures

- you must list your certified installer below

**AND**

- Your certified installer must submit a bid for installation

**AND**

- Your certified installer must be awarded a contract to install this item in order for you to be awarded for this item

<b>Item 18</b>	<b><u>Provide Shade Structures</u></b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Manufacturer:</b>			
<b>Installer if other than self:</b>			
<b>Item 19.</b>	<b><u>Install Shade Structure</u></b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Item 20.</b>	<b><u>Removal of Shade Structure in Case of Emergency</u></b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

<b>Notification</b>			
<b>Item 21. Replacement Parts for Playground or outdoor fitness equipment and supplies such as sealer for poured in place surfacing:</b> List the Playground Equipment Manufacturer(s) and the Outdoor Fitness Equipment Manufacturer(s) you are authorized to sell replacement parts or supplies for and provide a firm percentage discount to be taken off list price or mark "Yes" to provide quotes if you cannot give a single fixed discount off list price (Refer to Bid Specifications)		<b>Fixed Percentage Discount off List Price</b>	<b>Cannot give firm discount but will provide quotes when requested (Mark "Yes")</b>
Delivery Business Days After Receipt of Order (ARO):		_____ business days	
Address of facility where parts will be shipped from:			

<b>Item 22</b>	<b><u>Recoat existing PVC playground equipment decks</u></b> Provide on-site service to restore/renew decks that are worn and/or have coating that is peeling Includes cleaning, priming and recoating in compliance with all applicable standards and codes Bidder wishes to be in the pool of pre-qualified vendors and be eligible to respond to Request For Quotes (RFQ) for single jobs or larger projects to <b>Mark an "X" in the appropriate space</b>	____ YES	____ NO
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<b>Vendor Name:</b>	
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**This form must be downloaded, completed and uploaded to Bidsync with your bid response**

The School District of Palm Beach County

Project Name

SDPBC Project No.

SECTION 03 30 00  
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cast-in-place concrete building frame members, floors, shear walls, elevator shaft walls, foundation walls, footings, and supported slabs.
- B. Floors and slabs on grade.
- C. Control, expansion, and contraction joint devices associated with concrete work, including joint sealants.
- D. Equipment pads, light pole base, flagpole base, thrust blocks, and manholes.

1.2 REFERENCES

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
- B. ACI 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete
- C. ACI 301 – Specifications Structural Concrete for Buildings
- D. ACI 302 - Guide for Concrete Floor and Slab Construction.
- E. ACI 304R - Guide for Measuring, Mixing, Transporting and Placing Concrete
- F. ACI 305R - Hot Weather Concreting.
- G. ACI 306R - Cold Weather Concreting.
- H. ACI 308 - Standard Specification for Curing Concrete
- I. ACI 318 - Building Code Requirements for Structural Concrete
- J. ACI 347 - Guide to Formwork for Concrete
- K. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
- L. ASTM C33 - Standard Specification for Concrete Aggregates
- M. ASTM C39C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- N. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete
- O. ASTM C150 - Standard Specification Portland Cement
- P. ASTM C260 - Standard Specification Air Entraining Admixtures for Concrete
- Q. ASTM C330 - Standard Specification Light Weight Aggregates for Structural Concrete
- R. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete
- S. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcinated Natural Pozzolan for Use in Concrete
- T. ASTM C948 – Standard Test Method for Dry and Wet Bulk Density, Water Absorption and Apparent Porosity of Thin Sections of Glass-Fiber-Reinforced Concrete
- U. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
- V. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)
- W. ASTM D1190 - Standard Specification for Concrete Joint Sealer, Hot-Applied Elastic Type
- X. ASTM D1751 - Standard Specification Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
- Y. ASTM D1752 - Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.

Architect's Project Number

03 30 00-1 of 6

Cast-in-Place Concrete  
District Master Specs 2010 Edition

The School District of Palm Beach County

Project Name

SDPBC Project No.

- Z. FBC - Florida Building Code
- AA. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction
- BB. ASCE 7 – Minimum Design Loads for Buildings and other Structures.

### 1.3 RELATED SECTIONS

- A. 31 20 00 Earth Moving
- B. 31 31 16 Termite Control
- C. 03 11 00 Concrete Formwork
- D. 07 26 00 Vapor Retarders

### 1.4 SUBMITTALS FOR REVIEW and INFORMATION

- A. Section 01 33 00 Submittals Procedures
- B. Product Data: Provide data on joint devices, attachment accessories, admixtures, curing compound, sealers, and integral coloring.
- C. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent Work.
- D. Samples: Submit two 12" long samples of expansion/contraction joint and control joint.
- E. Shop Drawings:
  - 1. Submit drawings indicating the locations of all joints in the concrete; construction joints, expansion joints, and contractions joints.
  - 2. Include concrete placement schedule, method, sequence, quantities, location, and boundaries.

### 1.5 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section 01 77 00 Contract Closeout: Procedures for submittals
- B. Accurately record actual locations of embedded utilities and components concealed from view.

### 1.6 DESIGN REQUIREMENTS

- A. Design in conformance with Florida Building Code, ACI 318, and ACI 301.
- B. Provide expansion joints, control joints, construction joints, and isolation joints to prevent uncontrolled stress cracks in the structure and according to the latest engineering standards.

### 1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Mix and deliver ready mixed concrete in accordance with ASTM C94/C94M.
- C. Maintain one copy of each document on site.
- D. Acquire cement and aggregate from same source for all work.
- E. Conform to ACI 305R when concreting during hot weather.
- F. Conform to ACI 306R when concreting during cold weather.

### 1.8 MOCK-UP

- A. Comply with the requirements of section 01 40 00 Quality Control, Requirements for mock-up.

The School District of Palm Beach County

Project Name

SDPBC Project No.

- B. Construct and erect a field sample for architectural concrete surfaces receiving special treatment or finish as result of formwork.
- C. Sample Panel: Sufficient size to indicate special treatment or finish required.
- D. If requested by A/E, cast concrete against sample panel.
  - 1. Obtain acceptance of resultant surface finish prior to erecting formwork.
- E. Use the approved sample panel for basis of quality for the finished work.
  - 1. Keep sample panel exposed to view for duration of concrete work.
- F. Locate where directed.
- G. Mock-up may not remain as part of the Work.

## PART 2 PRODUCTS

### 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal, Portland type
- B. Fine and Coarse Aggregates: ASTM C33
- C. Lightweight Aggregate: ASTM C330
- D. Water: Clean and not detrimental to concrete
- E. Glass Fiber Reinforcement: ASTM C948

### 2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260
- B. Chemical: ASTM C494
  - 1. Water Reducing - Type A
  - 2. Retarding - Type B
  - 3. Accelerating - Type C
  - 4. Water Reducing and Retarding - Type D
  - 5. Water Reducing and Accelerating - Type E
  - 6. Water Reducing, High Range - Type F
  - 7. Water Reducing, High Range and Retarding - Type G
  - 8. Flowing Concrete - ASTM C1017/C1017M
- C. Fly Ash: ASTM C618

### 2.3 ACCESSORIES

- A. Bonding Agent: Polymer resin emulsion, Polyvinyl Acetate, Latex emulsion, 2-component-modified epoxy resin, Non-solvent two-component polysulfide epoxy, Mineral filled polysulfide polymer epoxy, Mineral filled polysulfide polymer epoxy-resin, and Versamid cured epoxy.
- B. Vapor Barrier: Flexible, sandwich of heavy paper, reinforced fibers, and two layers of inert polyethylene, formed into one layer under heat and pressure. (Perm rating of 0.1)
- C. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

### 2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt



The School District of Palm Beach County

Project Name

SDPBC Project No.

- B. Joint Filler: ASTM D1752; Closed cell polyvinyl chloride foam, resiliency recovery of 95% if not compressed more than 50% of original thickness
- C. Construction Joint Devices: Integral galvanized steel; formed to tongue and groove profile, with removable top strip exposing sealant trough, ribbed steel spikes with tongue to fit top screed edge.
- D. Expansion and Contraction Joint Devices: ASTM B221 alloy, extruded aluminum; resilient elastomeric filler strip with a Shore A hardness of 35 to permit plus or minus 25% joint movement with full recovery; extruded aluminum cover plate, of longest manufactured length at each location, flush mounted; color as selected.
- E. Sealant and Primer: Type, as specified in Section 07 92 00
- F. Sealant: Cold applied

## 2.5 CONCRETE MIX

- A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94/C94M
- B. Select proportions for normal weight concrete in accordance with ACI 301 Method 3
- C. Select aggregate proportions for lightweight concrete in accordance with ASTM C330
- D. Use accelerating admixtures in cold weather only when approved by A/E
  - 1. Use of admixtures will not relax cold weather placement requirements.
- E. Use set retarding admixtures during hot weather only when approved by A/E
- F. Add air-entraining agent to normal weight concrete mix for work exposed to exterior

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify site conditions under provisions of Section 01 31 00.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

### 3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- B. In locations where doweling new concrete to existing work, drill holes in existing concrete; insert steel dowels and pack solid with non-shrink grout.
- C. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.
- D. Remove all foreign matter and water from forms or structural excavations.

### 3.3 FORMWORK

- A. Conform to ACI 347
- B. Form foundations, earth forms not allowed, unless Engineer of record and the Soil's report can provide information to building official showing the soil conditions are conducive to earth forms.

### 3.4 PLACING CONCRETE

Architect's Project Number

03 30 00-4 of 6

Cast-in-Place Concrete  
District Master Specs 2010 Edition

The School District of Palm Beach County

Project Name

SDPBC Project No.

- A. Place concrete in accordance with ACI 301.
- B. Notify A/E minimum 24 hours prior to commencement of operations
- C. Ensure reinforcement, inserts, embedded parts, formed expansion, and contraction joints are not disturbed during concrete placement.
- D. Treat for termites per section 31 31 16.
- E. Install vapor retarder under interior slabs on grade, lap joints minimum 6", and seal watertight by taping edges and ends.
- F. Repair vapor retarder damaged during placement of concrete reinforcing.
  - 1. Repair with vapor retarder material; lay over damaged areas minimum 6" and seal watertight.
- G. Separate slabs on grade from vertical surfaces with joint filler.
- H. Place joint filler in floor slab pattern placement sequence.
  - 1. Set top to required elevations.
  - 2. Secure to resist movement by wet concrete.
- I. Extend joint filler from bottom of slab to within 1/4" of finished slab surface.
  - 1. Conform to Section 07 92 00 for finish joint sealer requirements.
- J. Install joint devices in accordance with manufacturer's instructions.
- K. Install construction joint devices in coordination with floor slab pattern placement sequence.
  - 1. Set top to required elevations.
  - 2. Secure to resist movement by wet concrete.
- L. Install joint device anchors.
  - 1. Maintain correct position to allow joint cover to be flush with floor and wall finish.
- M. Install joint covers in one-piece length, when adjacent construction activity is complete.
- N. Apply sealants in joint devices in accordance with Section 07 92 00.
- O. Maintain records of concrete placement.
  - 1. Record date, location, quantity, air temperature, and test samples taken.
- P. Place concrete continuously between predetermined expansion, control, and construction joints.
- Q. Do not interrupt successive placement; do not permit cold joints to occur.
- R. Place floor slabs in checkerboard or saw cut pattern indicated.
- S. Saw cut joints within 24 hours after placing.
  - 1. Use 3/16" thick blade, cut into 1/4 depth of slab thickness.
- T. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/8" in 10'.

### 3.5 SEPARATE FLOOR TOPPINGS

- A. Prior to placing floor topping, roughen substrate concrete surface, and remove deleterious material, broom and vacuum clean.
- B. Place dividers, edge strips, reinforcing, and other items being cast in the pour as required.
- C. Apply bonding agent to substrate in accordance with manufacturer's instructions.
- D. Place concrete floor toppings to required lines and levels.
- E. Place topping in checkerboard panels with dimensions not exceeding 20'.
- F. Screen toppings level, maintaining surface flatness of maximum 1:1000.

### 3.6 CONCRETE FINISHING

- A. Provide formed concrete surfaces with exposed, concrete walls, columns, beams, joists, with smooth rubbed finish.
- B. Finish concrete floor surfaces in accordance with ACI 301.

The School District of Palm Beach County

Project Name

SDPBC Project No.

- C. Wood-float the surfaces that receive quarry tile, ceramic tile, and terrazzo with full bed setting system.
- D. Steel trowel surfaces that receive carpeting, resilient flooring, seamless flooring, thin-set quarry tile, and thin set ceramic tile.
- E. Steel trowel surfaces scheduled to be exposed.
- F. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1:50 nominal.

### 3.7 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure floor surfaces in accordance with ACI 308.
- D. Ponding: Maintain 100% coverage of water over floor slab areas continuously for 4 days.
- E. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

### 3.8 FIELD QUALITY CONTROL

- A. Architect, Owner, or Building Department may request field inspections per Section 01 40 00 1.7 Inspection Services
- B. Provide free access to Work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- D. The Owner may perform tests of cement and aggregates to ensure conformance with specified requirements.
- E. Take three concrete test cylinders for every 150 cu yards or less of each class of concrete placed.
- F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- G. Take one slump test for each set of test cylinders taken.

### 3.9 PATCHING

- A. Contractor shall allow A/E to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable; notify A/E upon discovery.
- C. Patch imperfections in accordance with ACI 301.

### 3.10 DEFECTIVE CONCRETE

- A. Defective concrete is concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. A/E shall determine the repair or replacement of defective concrete.
- C. Do not patch, fill, touch-up, repair or replace-exposed concrete except upon express direction of A/E for each individual area.

END OF SECTION

# New Horizons Elementary



Grade Level  
3-5

Age Group  
5-12 Year Old

## Adult Supervision Required

### **WARNING**

#### **Avoid Hard Surfacing**

Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls.

#### **Remove Drawstrings**

Children have died when drawstrings on their clothing caught on slides or other playground equipment. Remove hood and neck drawstrings from children's clothing before children play on a playground. Remove scarves and mittens connected through the sleeves.

#### **Check for Hot Surfaces**

Playground equipment and surfacing placed in direct sunlight may reach temperatures high enough to cause serious contact burn injuries to bare skin. Parents, guardians and supervisors should check for hot surfaces before allowing young children to play.

#### **Supervise Helmet Use**

Children have been strangled and died when wearing helmets while using playground equipment. Parents, guardians and supervisors should not allow children to play on playground equipment wearing helmets.



ENRICHING CHILDHOOD THROUGH PLAY.®

The School District of Palm Beach County

Project Name:

SDPBC Project No.:

SECTION 32 18 16.13  
ARTIFICIAL TURF PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements for installation of a protective surfacing system at play areas equipped with play equipment, the protective surfacing system shall include:
  - 1. Synthetic turf top surface
  - 2. Synthetic granular material or granular rubber material in a layer below the synthetic turf, or a closed cell polyurethane foam layer below the synthetic turf.
  - 3. Geotextile layer between the granular material or closed cell foam and the rock layer.
  - 4. Properly placed rock layer below the synthetic granular material
  - 5. Geotextile layer between the rock layer and the sub-grade.
  - 6. Properly prepared soil sub-grade under the rock layer
  - 7. Concrete containment curb around the system
  - 8. Synthetic nailing strip around the interior of the curbing
  - 9. Provisions for removal of storm water from the system and transmission of same to the on-site storm water management system.

1.2 REGULATORY REQUIREMENTS

- A. The protective surfacing system shall provide:
  - 1. Fall protection as required by Federal and State Statutes, Standards, Regulations, and reference materials noted herein.
  - 2. Accessibility as required by Federal and State Statutes, Standards, and Regulations.
  - 3. An integral suppression from harmful biological growth including bacterium, molds, fungi, viruses, and any other pathogenic organism.
    - a. Integral shall mean that substances are directly incorporated into the manufacture of the various system components for the purpose identified herein, as opposed to substances applied to the finished system after construction.
    - b. Integral shall alternately mean that the substance naturally resists harmful biological growth in its native, as-manufactured state.

1.3 REFERENCE DOCUMENTS

- A. Guide to ADA Accessibility: Guidelines for Play Areas (May 2001)
- B. Florida Building Code Section 423, State Requirements for Educational Facilities
- C. Florida Building Code -Accessibility
- D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
  - 1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)
- E. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Material Within the Use Zone of Playground Equipment
  - 1. Compliance with this standard must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA)

The School District of Palm Beach County

Project Name:

SDPBC Project No.:

- F. District Master Specifications: Section 03 30 00, Cast-in-Place Concrete and Section 33 40 00, Storm Drainage Utilities

#### 1.4 SUBMITTALS

- A. The Contractor shall furnish to the District the manufacturers' literature and data for all materials installed under this section for approval by the District prior to purchasing or installation.
1. Standard submittals shall include but not be limited to:
    - a. A list of playground equipment components with catalog prices
    - b. 3-dimensional playground layout drawing
    - c. 2-dimensional playground layout drawing
  2. This submittal shall also include a scaled site plan that shows the limits of the protective surface system installation, the placement of play equipment within the protective surface limits, and a 12-foot wide clear area around the limits of the protective surface system.
    - a. Verify the 12-foot clear limits through site inspection and use of original Facility as built or construction documents.
  3. Submittals shall also include a product mock-up that shows a complete cross-section of the proposed artificial turf section, from the turf through the fall protection layer and drain rock.
    - a. The mock-up will be provided in a clear plastic container that measures 12 inches square, minimum.
    - b. The mock-up will include examples of all seams within construction materials, including the artificial turf, geotextile, and fall protection layers.

#### 1.5 RELATED DOCUMENTS

- A. General provisions of the purchase Contract as provided by others in the District.

#### 1.6 WARRANTY

- A. The system components and installation shall have a minimum one-year warranty covering 100% of all manufacturers' or installation defects.
1. The Contractor providing installation shall immediately repair all defects and separately address any issues with the various component manufacturers. Uninterrupted use of the facilities is critical for proper District operations.
- B. Other individual component warranties, as required of the manufacturer, listed in Part 2.

#### 1.7 LEED COMPLIANCE

- A. The District has determined that projects shall be constructed complying with Leadership in Energy and Environmental Design (LEED) requirements as promulgated in the document titled: LEED Reference Guide for Green Building Design and Construction, For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, Including Core & Shell and K-12 School Projects, 2009 Edition.
- B. The District goal is LEED Silver Certification for all major projects. Certification is not required for small projects consisting only of playground construction.
- C. At a minimum, investigate the potential LEED compliance areas as listed below for construction in accordance with this specification.
1. MR Credit 4 – Recycled Content

The School District of Palm Beach County

Project Name:

SDPBC Project No.:

## 2. MR Credit 5 – Regional Materials

### PART 2 PRODUCTS

#### 2.1 General

- A. Product ASTM standard compliance must be third party certified by the International Play Equipment Manufacturer's Association (IPEMA).
- B. Rock or natural granular mineral materials shall be obtained from virgin sources and not be from recycled construction materials. All rock or natural granular materials shall be free of metallic or sharp edged glass-like materials.
- C. All manufactured materials shall be completely free of lead or lead compounds.

#### 2.2 SYNTHETIC TURF

- A. The synthetic turf shall be Endura Ultra RSIFLTK2-PB or equal. The required properties are:
  - 1. Pile weight – 43 oz. / sq. yd
  - 2. Face yarn type – Polyethylene monofilament with textured nylon mono thatch layer
  - 3. Yarn count – Primary, 5000/4; Secondary, 4200/8
  - 4. Pile height (tufted) – 1-3/4 inch (pre-finished)
  - 5. Color – Verde
  - 6. Construction – Broadloom tufted, dual yarn, same row
  - 7. Tufting gauge – 3/8 inch
  - 8. Primary backing – 6.0 oz/sq yd polypropylene, polyester, and fiber backing
  - 9. Secondary backing – 50 oz/sq yd urethane
  - 10. Tertiary backing – 3.5 oz/sq yd geotextile fleece
  - 11. Total product weight – 103 oz/sq yd plus/minus 2 oz/sq yd
  - 12. Finished roll width – 15 feet
  - 13. Finished roll length – up to 240 feet
  - 14. Anti-microbial yard – 50% by weight
- B. The turf shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12-feet in accordance with ASTM F1292.
- C. The turf shall be rated by an independent testing from a nationally certified testing agency as complying with accessibility in accordance with ASTM F1951.

#### 2.3 SYNTHETIC GRANULAR MATERIAL / RUBBER GRANULAR MATERIAL

- A. The synthetic granular material or rubber granular material shall be GTR SOFT-COVER or a similar product manufactured specifically for playground applications.
  - 1. The granular product shall be completely steel-free and sized between 3/8 and 1/8 inch in size.
    - a. The granular product may be produced from used automobile tires.
  - 2. A six-inch thick layer of the granular product shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F1292.

#### 2.4 CLOSED CELL POLYURETHANE FOAM PAD

The School District of Palm Beach County

Project Name:

SDPBC Project No.:

- A. The pad shall be Polygreen Foam Playground Pad as manufactured by United Sustainable Surfaces of America, or pre-approved equal.
  - 1. The pad made from 100% recycled, non-contaminated post-industrial cross-link closed-cell polyethylene foam.
  - 2. The proposed layer thickness of the foam product shall be rated by independent testing from a nationally certified testing agency (IPEMA) as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292.

## 2.5 GEOTEXTILE

- A. Geotextile shall be Mirafi S600 nonwoven polypropylene material as manufactured by TenCate Geosynthetics North America, or a pre-approved equal. The required material properties are:
  - 1. Grab tensile strength (ASTM D4632) – 160 pounds (ultimate) at 50% elongation.
  - 2. Trapezoidal tear strength (ASTM D4533) – 65 pounds.
  - 3. CBR puncture strength (ASTM D6241) – 450 pounds.
  - 4. UV resistance after 500 hours (ASTM D4355) – 80% strength.
  - 5. Permittivity (ASTM D4491) – 1.5 sec<sup>-1</sup>
  - 6. Flow Rate (ASTM D4491) – 110 gal/min/sq ft

## 2.6 ROCK LAYER

- A. The rock layer shall be prepared using FDOT number 57 or number 4 stone.
  - 1. Minimum layer thickness shall be four inches.
  - 2. Rock layer shall be mechanically tamped to ensure minimal settlement and maintenance of uniform layer thickness and surface slope after construction.

## 2.7 COMPACTED SUBGRADE

- A. The compacted sub-grade density shall be at least 95% of T-99.
  - 1. The minimum layer thickness shall be six inches.

## 2.8 CONCRETE CURBING

- A. The concrete curbing shall be manufactured using a design mix that will produce a minimum 28-day compressive strength of 3,000 psi.

## 2.9 SYNTHETIC NAILING STRIP

- A. The synthetic nailing strip shall be manufactured from recycled plastic containers.
  - 1. Use Poly-tuf HDPE Dimensional Plastic Lumber or equivalent product.
    - a. Size shall be equal to dimensional 2x4 lumber.
  - 2. Allow spacing between sections of plastic lumber to account for the relatively large coefficient of thermal expansion.

## 2.10 FASTENERS

- A. All fasteners shall be manufactured using stainless steel or another material with similar corrosion and natural bacteriological resistance.
  - 1. Fasteners shall include nails, staples, bolts, screws, nuts, washers and other similar manufactured objects.



The School District of Palm Beach County

Project Name:

SDPBC Project No.:

- a. Tapcon self-tapping stainless steel concrete anchors or equivalent.
- b. Rapid or Arrow 304 stainless steel staples for fastening synthetic turf to nailer strip.

### PART 3 EXECUTION

#### 3.1 GENERAL

- A. Provide a fall protection assembly as generally shown in Exhibit 1, which appears at the end of this section.

#### 3.2 SEAMS

- A. All turf material seams, which are field fabricated between individual rolls of turf material, shall be made using Velcro and glue or a similar process that produces a full strength seam between rolls.
- B. All turf material seams around equipment supports shall be completely sealed to the support and have no open spaces or other defects that form an attractive nuisance for students to pull that seam apart beginning at the defect.
  1. All seams at equipment supports shall be uniform in appearance.
  2. Seams at supports shall comply with Exhibit 2, which appears at the end of this section.

#### 3.3 FASTENING

- A. Fasten synthetic wood nailing strip to concrete curbing using stainless steel self-tapping fasteners.
  1. Use fastener spacing as needed to meet anticipated working loads imparted from the synthetic turf. Confirm working loads with turf manufacturer or provide fastener spacing such that the turf will tear before the fasteners will pull from the concrete.
- B. Fasten synthetic turf to the synthetic wood nailing strip using stainless steel staples.
  1. Staple spacing as recommended by the turf manufacturer or calculated to exceed the turf strength as noted above.
  2. The turf edge treatment shall be as specified by the turf manufacturer.
- C. Fasteners shall be attached to concrete 14 or more days after the concrete has been placed.

#### 3.4 CONCRETE PLACEMENT

- A. Place concrete in accordance with DMS 03 30 00.
  1. Control joints will be placed at five foot intervals, maximum longitudinal spacing and will be saw cut, minimum 6 inch depth, joint shall be made within 24 to 60 hours after concrete placement.
  2. Place all expansion joints at one side of all corners and at 50 foot maximum longitudinal spacing.

#### 3.5 PLAY EQUIPMENT FOUNDATIONS

- A. Play equipment foundations shall be prepared and placed in accordance with the play equipment manufacturer's requirements.
  1. Where foundations require use of cast-in-place concrete, the concrete and reinforcing steel shall comply with the specifications provided herein.

The School District of Palm Beach County

Project Name:

SDPBC Project No.:

### 3.6 PERIODIC INSPECTION

- A. Periodic inspection of construction will be provided by the SDPBC at the following points:
  - 1. When formwork and reinforcing steel has been placed and assembly is ready to receive concrete.
  - 2. When subgrade has been compacted, play equipment foundations have been placed, and synthetic nailer has been attached to the concrete curbing.
- B. All inspection comments must be resolved and re-inspection may be required.

### 3.7 SITE RESTORATION

- A. The Work area shall be completely restored to the sole satisfaction of the District without additional payment to the Contractor.
  - 1. All construction equipment, materials, supplies, temporary supports and other appurtenant items shall be completely removed from the school site.
  - 2. All grassed areas and landscaping shall be restored to pre-construction conditions unless otherwise specified by the District.

### 3.8 FINAL INSPECTION

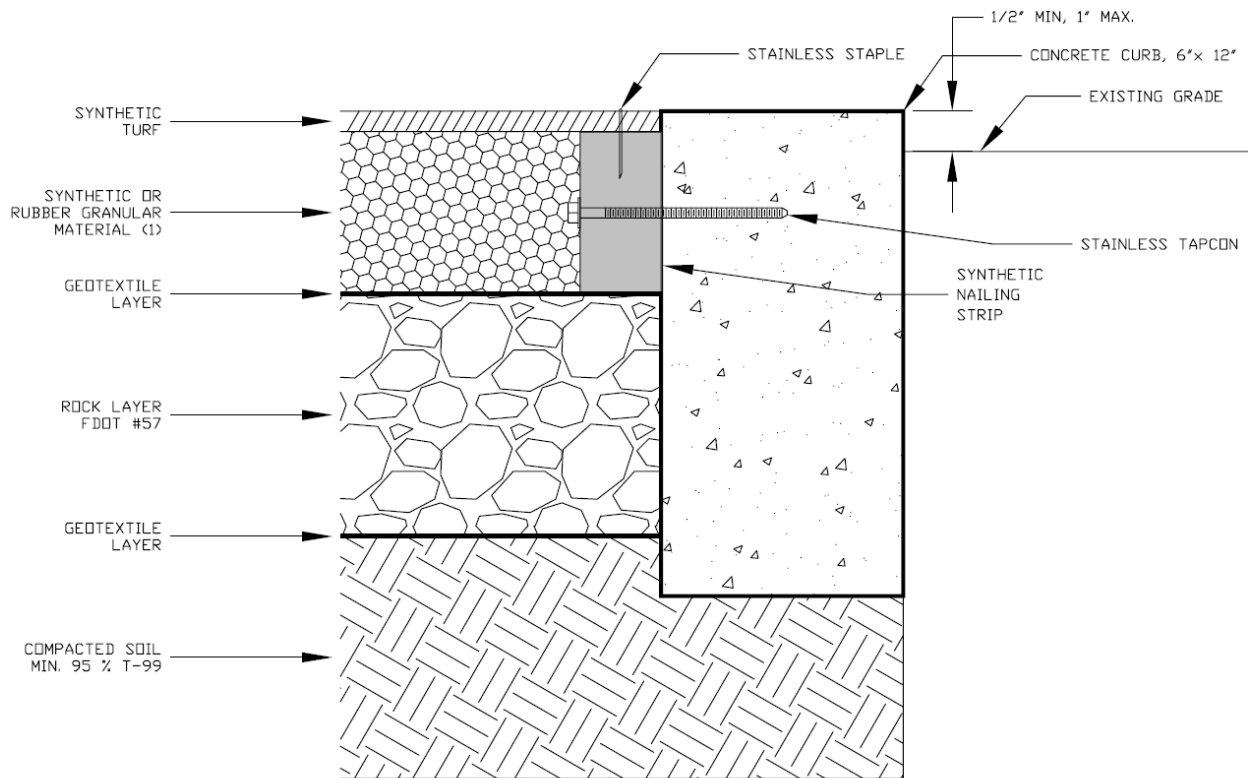
- A. A final inspection shall be performed by the District's Department of Risk Management. A Certified Playground Inspector (CPI) will observe the completed project.
  - 1. All final inspection comments shall be resolved to the sole satisfaction of the District CPI without additional compensation.
  - 2. The Contractor may, from time to time, request informal inspections by the CPI to verify that the general intent of the project documents is being met. CPI inspections shall not replace the required Building Department inspections.

*(NOTE – EXHIBIT 1 AND EXHIBIT 2 APPEAR ON THE FOLLOWING PAGES)*

The School District of Palm Beach County

Project Name:

SDPBC Project No.:



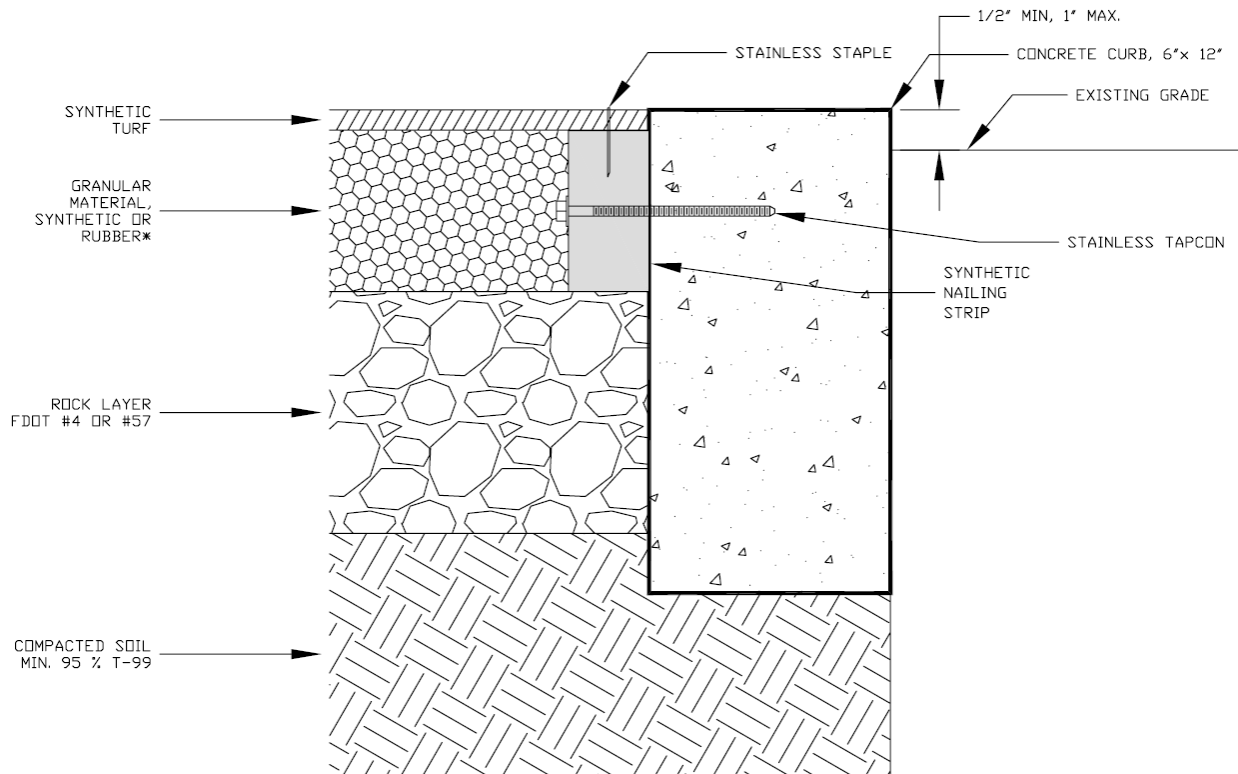
(1) CONTRACTOR MAY SUBSTITUTE MANUFACTURED PADDING MATERIAL PER SPECIFICATION PARAGRAPH 2.4

EXHIBIT 1

The School District of Palm Beach County

Project Name:

SDPBC Project No.:



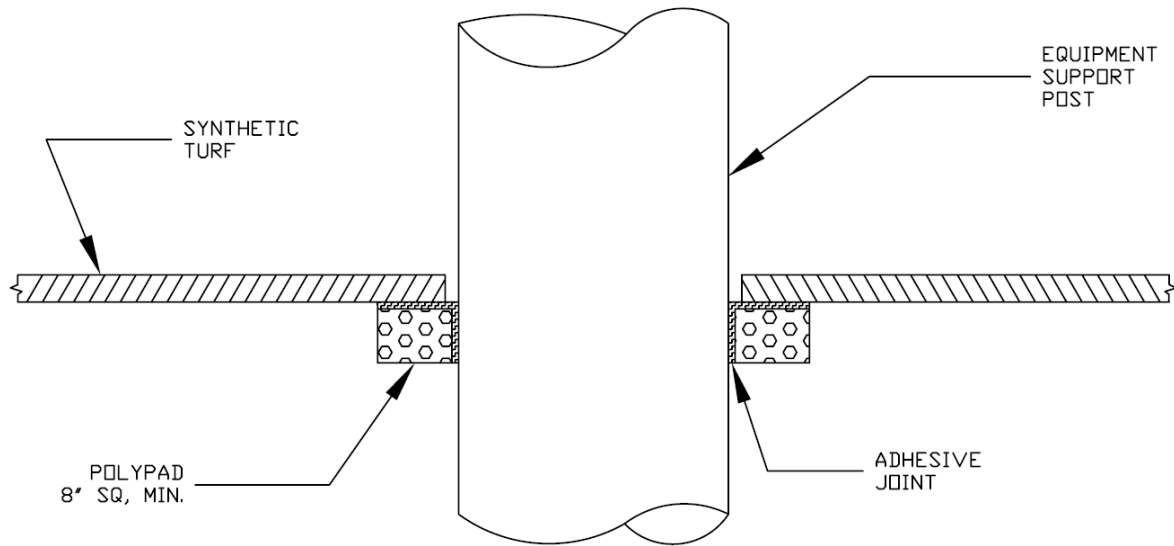
\* CONTRACTOR MAY SUBSTITUTE MANUFACTURED PADDING MATERIAL PER SPECIFICATION PARAGRAPH 2.2.B.

EXHIBIT 1

The School District of Palm Beach County

Project Name:

SDPBC Project No.:



NOTES:

1. POLYPAD SHALL BE A POLYETHYLENE PAD BLENDED WITH SOME RECYCLED POLYOLEFIN MATERIAL, 1 INCH THICK. THE PAD MATERIAL SHALL HAVE A MINIMUM TEAR RESISTANCE OF 35 POUNDS PER INCH, DETERMINED IN ACCORDANCE WITH ASTM D3575. THE PAD SHALL BE COATED WITH A SUITABLE BINDER SO THE ADHESIVE WILL BOND THE PAD TO THE OTHER MATERIALS.
2. ADHESIVE SHALL BE LOCTITE PL 400.
3. EQUIVALENT MATERIALS MAY BE PROVIDED AND WILL BE SUBJECTED TO A FIELD PERFORMANCE TEST TO VERIFY EQUIVALENCY. MATERIALS THAT FAIL THE FIELD TEST WILL BE COMPLETELY REPLACED AT NO ADDITIONAL COST TO THE DISTRICT.

EXHIBIT 2

END OF SECTION

The School District of Palm Beach County

Project Name

SDPBC Project No.

SECTION 13 31 00  
PLAYGROUND SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work in this section.

1.2 SUMMARY

- A. The shade structure contractor shall be responsible for design, engineering, fabrication, and supply of the work specified herein.
- B. The intent of this specification is to have only one manufacturer responsible for all the functions.

1.3 REFERENCES

- A. ASCE 7 – Minimum Design Loads for Buildings and other Structures
- B. ASTM A135/A135M – Standard Specification for Electric Resistance Welded Steel Pipe
- C. ASTM A500/A500M – Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
- D. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials
- E. NFPA 701- Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
- F. FBC - Florida Building Code
- G. FFPC Florida Fire Prevention Code

1.4 SUBMITTALS

- A. Provide installed reference sites with structures for similar scope and installation engineered to the FBC requirements.
  - 1. Provide minimum of 5-references in Southeast Florida, preferably 5-years or more in age.
  - 2. Include in reference list of structure dimensions with install dates and project locations.
- B. Provide material samples and color available.
- C. Provide signed and sealed engineered drawings and structural calculations prepared by Florida licensed Engineer.
- D. Provide certification the fabric meet NFPA 701 requirements.

1.5 WARRANTY

- A. The successful bidder shall provide a one-year warranty on all labor and materials.
- B. Provide a supplemental non-prorated 10-year warranty from the manufacturer on fabric including stitching and 20-years on the structural integrity of the steel, from date of substantial completion.
- C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents, are in addition to, and run concurrent with, other warranties made by the Contractor under requirements.

PART 2 PRODUCTS

Architect's Project Number

13 31 00 - 1 of 3

Playground Shade Structures  
District Master Specs 2013 Edition

The School District of Palm Beach County

Project Name

SDPBC Project No.

## 2.1 GENERAL

- A. Design and manufacture the shade product to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs.
- B. Ship all shade products knocked-down, with complete assembly instructions, and ready for easy in-field installation
- C. Engineer the structures to meet or exceed the requirements of the FBC.
- D. Design to the following wind speeds:
  - 1. Frame only Wind load of area installed per current wind map for Risk Category I
  - 2. Frame w/canopy 90 M.P.H.
- E. Material:
  - 1. All materials shall be structurally sound and appropriate for safe use.
  - 2. Ensure product durability by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc plating, galvanizing, and powder coating on steel parts, subject to the product-specific requirements.
  - 3. Use fabrics with UV-stabilizers and fire retardants for longevity and safety.
- F. Packaging: Wrap all metal posts, rafters, and beams to protect the powder coat finish during shipping.
- G. Weldments: Factory weld all tubing members using Certified Welders meeting American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
  - 1. Finish the weldments with a zinc-rich galvanized coating.
  - 2. Minimize or omit field welding in the assembly of the shade products.
- H. Posts, Structural Frame Tubing, and Hardware:
  - 1. Use cold-formed and milled tubing meeting ASTM A135/A135M and ASTM A500/A500M requirements.
  - 2. Test material in accordance with ASTM E8.
  - 3. Minimum yield is 40,000 psi, minimum tensile strength of 45,000 psi on all posts.
  - 4. Pre-cut all tubing to appropriate lengths, and galvanize all outside surfaces with an exterior corrosion-resistant zinc-rich coating.
  - 5. Where required, schedule-40 support pipes of hot-dip galvanized or powder-coated black steel.
  - 6. All fastening hardware shall be stainless steel.
- I. Powder-coating Process:
  - 1. Completely clean and properly, pre-treat all powder-coated parts before coating.
  - 2. Apply powder coating electrostatically and oven-cured at 375 to 425 degrees Fahrenheit.
  - 3. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
  - 4. Owner shall select color from manufacturer's palette.
- J. Design the footings per the FBC for the specified structure.
- K. Roofing:
  - 1. Design structural frames use with shade fabric.
  - 2. Attach the fabric to frame using a vinyl covered minimum diameter galvanized and clear vinyl coated cable.
  - 3. Provide zinc-plated copper cable fasteners for maximum corrosion resistance.

## 2.2 FASTENING SYSTEM

- A. Deliver the Shade Fabric complete with independent cables pre-inserted in fabric hems.
- B. Loop and clamp each cable at each end.

The School District of Palm Beach County

Project Name

SDPBC Project No.

- C. Provide a Fastening System with a factory-installed device at each roof rafter corner.
- D. The fastening device should feature a concealed mechanism.
- E. Attach cables to a hook welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism.
- F. Seal the rafters with no penetrations on the top side, thereby preventing water from entering.
- G. Provide a locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.
- H. Provide a system to adjust the tension on the fabric, which staff controls with the proper tool supplied by the vendor.
- I. Provide instructional video DVD on handling the shade structure, exact procedure for removing, and re-attaching canopy using an actual shade structure in the field.

## 2.3 FABRIC

- A. Shade Fabric:
  - 1. Knitted of monofilament and tape construction high-density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant, UV-Block Factor varies by standard color offered from 91% to 99%.
  - 2. Normal Thickness: 0.057 inches
  - 3. Fabric Mass: Min 337 g/m<sup>2</sup>
  - 4. Light Fastness: 7-8 (Blue Wool Scale)
  - 5. Weather Fastness: 4-5 (Grey Scale Test)
  - 6. Tear Resistance: Warp 210N Weft 276N
  - 7. Breaking Force: Warp 786N Weft 1544N
  - 8. Bursting Pressure: Mean 3125kPa
  - 9. Bursting Force: Mean 1775N
  - 10. All hems and seams are double rowlock stitched using exterior grade UV-stabilized polyethylene sewing thread.
- B. Flammability:
  - 1. Treat shade fabric with fire retardants that pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
  - 2. Furnish written evidence of compliance with this standard, including with accelerated water leaching protocol, with bid proposal.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Installations of shade structure(s) by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
- B. The site shall be free of construction debris upon the completion of the project.

END OF SECTION



INVITATION TO BID NO.: 20C-49P – TERM CONTRACT TO FURNISH AND INSTALL PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SURFACING, AND FABRIC SHADE STRUCTURES

DATE: June 3, 2020  
DATE SOLICITED: April 14, 2020  
PRESENTED TO BOARD: August 19, 2020

DATE OPENED: May 12, 2020  
DATE POSTED: June 4, 2020

CONTRACT PERIOD: August 20, 2020 through August 19, 2025  
REQUESTING DEPARTMENT: Various Schools and Departments

**FINANCIAL IMPACT**

The annual financial impact to the District's budget is not to exceed \$3,500,000. The source of funds is the various schools and departments and Sales Tax Proceeds.

Items to be purchased include playground equipment, playground surfacing, fabric shade structures, outdoor fitness equipment, site preparation, and installations.

See detailed information on Award Recommendation / Tabulation Attachment.

**AWARD RECOMMENDATION / TABULATION**

<b><u>VENDOR</u></b>	<b><u>SBE STATUS</u></b>
<u>Advanced Recreational Concepts</u>	<u>2</u>
<u>Awnings Contractors &amp; Designers, Inc*</u>	<u>1</u>
(Bliss Products and Services)	(2)
<u>Cal Play Services, Inc.</u>	<u>2</u>
<u>DW Recreation Services, Inc.*</u>	<u>1</u>
(Exofit Outdoor Fitness Equipment)	(2)
<u>Industrial Shadeports*</u>	<u>1</u>
<u>John Fitzgerald, Inc.</u>	<u>2</u>
<u>Lanier Plans, Inc. dba KorKat</u>	<u>2</u>
<u>Leadex Corporation</u>	<u>2</u>
<u>Miracle Recreation Equipment Company</u>	<u>2</u>
<u>PlayCore Wisconsin, Inc. dba Game Time, Inc.</u>	<u>2</u>
<u>Playmore West, Inc.</u>	<u>2</u>
<u>PlayPower LT Farmington, Inc</u>	<u>2</u>
<u>Playspace Services Inc.</u>	<u>2</u>
<u>Regal Contractors, Inc.</u>	<u>2</u>
<u>Rep Services Inc.</u>	<u>3</u>
<u>Robertson Industries Inc.</u>	<u>2</u>
<u>Shade Systems, Inc.</u>	<u>2</u>
<u>Shade Structures, Inc. dba USA Shade &amp; Fabric Structures</u>	<u>2</u>

**LEGEND:**

       = Award - Primary

(        ) = Reject

\* = 5% preference will be applied when quotes are requested

SBE Status - (1-Vendor SBE Certified, 2-Vendor Not SBE Certified, 3- Awarded Vendor Using SBE Subcontractor)

## **EXCEPTIONS:**

Bliss Products and Services –

Reject Entire Bid. Bidder did not specify an installer as specified in the Bid Summary and Bid Special Conditions, G, Award.

Exofit Outdoor Fitness Equipment –

Reject Entire Bid. Bidder's installer failed to bid on installation of playground and outdoor fitness equipment as required by the Bid Summary and Bid Special Conditions, G, Award.

**RECOMMENDATION:** It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

## **BID PROTEST**

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

## **DISQUALIFYING CRIMES**

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

## **Tab Approval**

DG: DG  
DG

GM: GM  
GM

PM: PM  
PM

Revised 8/12/2019

**AWARD RECOMMENDATION / TABULATION**

<u>Vendor</u>	<u>SBE Status</u>	<u>Item 1</u> Playground & Outdoor Fitness Equipment % Discount	<u>Item 2</u> Installation	<u>Item 3</u> Poured in Place Surfacing
Advanced Recreational Concepts  <b>Installer:</b> Playspace Services	2	<u>Playcraft Systems - 2%</u> <u>Sportsplay – 2%</u> <u>R3 – 2%</u> <u>Grounds for Play – 2%</u> <u>Playtopia – 2%</u> <u>Ultraplay – 2%</u> <u>Action Fit – 3%</u> <u>Paris Fitness – 3%</u> <u>ID Sculpture – 2%</u> <u>Freenotes Harmony Park – 2%</u> <u>Dynamo – 2%</u>	<u>37%</u>	<u>Various</u>
Awnings Contractors & Designers, Inc <b>Furnish &amp; Installs</b>	1	No Bid	No Bid	No Bid
Cal Play Services, Inc. <b>Installer</b>	2	No Bid	No Bid	No Bid
DW Recreation Services, Inc. <b>Installs for:</b> Rep Services	1	No Bid	<u>33%</u>	<u>Various</u>
Game Time, Inc. <b>Installer:</b> Regal Contractors Inc.	2	<u>\$14,999.99 or less – 10%</u> <u>\$15,000.00 and up – 15%</u>	<u>33%</u>	<u>Various</u>
Industrial Shadeports <b>Furnish &amp; Installs</b> <b>Or Installed by:</b> Regal Contractors, Inc.	1	<u>5%</u>	<u>85%</u>	No Bid
John Fitzgerald, Inc. <b>Installs for:</b> Game Time, Inc.	2	No Bid	<u>33%</u>	No Bid
Lanier Plans, Inc. dba KorKat  <b>Furnish &amp; Installs</b>	2	<u>Superior Recreational Products – 5%</u> <u>Dyanmo – 5%</u> <u>Sportsplay – 5%</u> <u>Ultra Play – 5%</u> <u>Grounds for Play – 5%</u> <u>Action Fit – 5%</u> <u>Paris – 5%</u>	<u>30%</u>	<u>Various</u>
Leadex Corporation  <b>Furnish &amp; Installs</b>	2	<u>BCI Burke – 8%</u> <u>GreenField Outdoor Fitness Equip – 0%</u> <u>Triactive USA Fitness Equipment – 0%</u>	<u>35%</u>	<u>Various</u>
Miracle Recreation Equipment Company <b>Installer:</b> Regal Contractors, Inc.	2	<u>Miracle Recreation Equipment Co. – 20%</u>	<u>45%</u>	<u>Various</u>
Playmore West, Inc  <b>Furnish &amp; Installs</b>	2	<u>Playworld – 5%</u> <u>Exofit – 5%</u> <u>Berliner – 3%</u>	<u>35%</u>	<u>Various</u>

SBE Status (1-Vendor SBE Certified, 2-Vendor Not SBE Certified, 3- Awarded Vendor Using SBE Subcontractor)

**AWARD RECOMMENDATION / TABULATION**

<b><u>Vendor</u></b>	<b><u>SBE Status</u></b>	<b><u>Item 1: Playground &amp; Outdoor Fitness Equipment % Discount</u></b>	<b><u>Item 2 Installation</u></b>	<b><u>Item 3 Poured in Place Surfacing</u></b>
PlayPower LT Farmington, Inc <b>Installer:</b> Regal Contractors, Inc.	2	<u>PPLT, Farmington Inc – 20%</u>	<u>44%</u>	<u>Various</u>
Playspace Services  <b>Furnish &amp; Installs Installer for:</b> Advanced Recreational Concepts	2	<u>Playcraft Systems – 2%</u> <u>Sportsplay – 2%</u> <u>R3 – 2%</u> <u>Grounds for Play – 2%</u> <u>Playtopia -2%</u> <u>Ultraplay – 2%</u> <u>Action Fit – 3%</u> <u>Paris Fitness – 3%</u> <u>Childforms – 3%</u> <u>ID Sculptures – 2%</u> <u>Freenotes Harmony – 2%</u> <u>Dynamo – 2%</u>	<u>37%</u>	<u>Various</u>
Regal Contractors Inc. <b>Installs for:</b> Game Time, Inc. Industrial Shadeports Miracle Recreation PlayPower, LT Farmington Rep Services, Inc. Shade Systems, Inc	2	<u>Greenfields Outdoor Fitness Equip 0%</u>	<u>45%</u>	<u>Various</u>
Rep Services Inc.  <b>Installers:</b> DW Recreation Services, Inc Regal Contractors, Inc	3	<u>Landscape Structures Inc – 3%</u> <u>SkyWays by Landscape Structures – 3%</u>	<u>80%</u>	<u>Various</u>
Robertson Industries Inc. <b>Installer</b>	2	No Bid	No Bid	<u>Various</u>
Shade Systems, Inc.  <b>Installer:</b> Regal Contractors, Inc.	2	No Bid	No Bid	No Bid
USA Shade & Fabric Structures	2	No Bid	No Bid	No Bid

SBE Status (1-Vendor SBE Certified, 2-Vendor Not SBE Certified, 3- Awarded Vendor Using SBE Subcontractor)

**AWARD RECOMMENDATION / TABULATION**

<b><u>Vendors</u></b>	<b><u>Item 4</u></b> Artificial Turf	<b><u>Item 5</u></b> Artificial Turf without Fall Protection	<b><u>Item 6</u></b> Engineered Wood Fiber	<b><u>Item 7</u></b> Other IPEMA Certified Surfacing Systems
Advanced Recreational Concepts	<u>Various</u>	<u>Various</u>	<u>Yes</u>	<u>Various</u>
Awnings Contractors & Designers, Inc	No Bid	No Bid	No Bid	No Bid
Cal Play Services, Inc.	No Bid	No Bid	No	<u>Various</u>
DW Recreation Services, Inc.	<u>Various</u>	<u>Various</u>	<u>Yes</u>	No Bid
Game Time, Inc.	<u>Various</u>	<u>Various</u>	<u>Yes</u>	<u>Quotes Upon Request</u>
Industrial Shadeports	No Bid	No Bid	<u>Yes</u>	No Bid
John Fitzgerald, Inc.	No Bid	No Bid	No	No Bid
Lanier Plans, Inc. dba KorKat	<u>Various</u>	<u>Various</u>	<u>Yes</u>	<u>Various</u>
Leadex Corporation	<u>Various</u>	<u>Various</u>	<u>Yes</u>	<u>Various</u>
Miracle Recreation Equipment Company	<u>Various</u>	<u>Various</u>	<u>Yes</u>	No Bid
Playmore West, Inc	<u>Various</u>	<u>Various</u>	<u>Yes</u>	No Bid
PlayPower LT Farmington, Inc	<u>Various</u>	<u>Various</u>	<u>Yes</u>	<u>Various</u>
Playspace Services	<u>Various</u>	<u>Various</u>	<u>Yes</u>	<u>Various</u>
Regal Contractors Inc.	<u>Various</u>	<u>Various</u>	<u>Yes</u>	<u>Various</u>
Rep Services Inc.	<u>Various</u>	<u>Various</u>	<u>Yes</u>	No Bid
Robertson Industries Inc.	<u>Various</u>	<u>Various</u>	No	No Bid
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid
USA Shade & Fabric Structures	No Bid	No Bid	No Bid	No Bid

**AWARD RECOMMENDATION / TABULATION**

<b><u>Vendors</u></b>	<b><u>Item 8</u></b> Dig-out / Excavation	<b><u>Item 9</u></b> Sand	<b><u>Item 10</u></b> Clean Fill	<b><u>Item 11</u></b> Concrete
Advanced Recreational Concepts	<u>\$2.99</u>	<u>\$3.25</u>	<u>\$2.50</u>	No Bid
Awnings Contractors & Designers, Inc	No Bid	No Bid	No Bid	No Bid
Cal Play Services, Inc.	<u>\$6.00</u>	<u>\$50.00</u>	<u>\$6.00</u>	No Bid
DW Recreation Services, Inc.	<u>\$2.15</u>	<u>\$65.00</u>	<u>\$2.15</u>	No Bid
Game Time, Inc.	<u>\$2.15</u>	<u>\$75.00</u>	<u>\$65.00</u>	No Bid
Industrial Shadeports	<u>\$2.50</u>	<u>\$95.00</u>	<u>\$3.00</u>	<u>\$285.00</u>
John Fitzgerald, Inc.	<u>\$2.25</u>	<u>\$88.00</u>	<u>\$3.50</u>	No Bid
Lanier Plans, Inc. dba KorKat	<u>\$10.00</u>	<u>\$100.00</u>	<u>\$30.00</u>	No Bid
Leadex Corporation	<u>\$2.75</u>	<u>\$60.00</u>	<u>\$60.00</u>	No Bid
Miracle Recreation Equipment Company	<u>\$3.00</u>	<u>\$200.00</u>	<u>\$2.50</u>	No Bid
Playmore West, Inc	<u>\$4.00</u>	<u>\$300.00</u>	<u>\$3.00</u>	No Bid
PlayPower LT Farmington, Inc	<u>\$2.25</u>	<u>\$200.00</u>	<u>\$2.00</u>	No Bid
Playspace Services	<u>\$2.99</u>	<u>\$3.25</u>	<u>\$2.50</u>	No Bid
Regal Contractors Inc.	<u>\$3.00</u>	<u>\$280.00</u>	<u>\$2.50</u>	No Bid
Rep Services Inc.	<u>\$2.15</u>	<u>\$65.00</u>	<u>\$2.15</u>	No Bid
Robertson Industries Inc.	<u>\$7.50</u>	No Bid	<u>\$4.50</u>	No Bid
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid
USA Shade & Fabric Structures	No Bid	No Bid	No Bid	No Bid

**AWARD RECOMMENDATION / TABULATION**

<b><u>Vendors</u></b>	<b><u>Item 11: A &amp; B</u></b> Concrete per Sq Ft 4" / 6"	<b><u>Item 11C</u></b> Concrete Monolithic Slab	<b><u>Item 12</u></b> Recycled Playcurb borders	<b><u>Item 13</u></b> Aluminum ADA Handrails
Advanced Recreational Concepts	<u>\$30.00 / \$45.00</u>	<u>\$6.47</u>	<u>\$15.00</u>	<u>\$500.00</u>
Awnings Contractors & Designers, Inc	No Bid	No Bid	No Bid	No Bid
Cal Play Services, Inc.	<u>\$14.18 / \$24.76</u>	<u>\$7.00</u>	<u>\$22.00</u>	<u>\$30.00</u>
DW Recreation Services, Inc.	<u>\$15.00 / \$19.00</u>	<u>\$15.00</u>	No Bid	<u>\$140.00</u>
Game Time, Inc.	<u>\$20.00 / \$24.00</u>	<u>\$9.00</u>	<u>\$20.00</u>	<u>\$150.00</u>
Industrial Shadeports	<u>\$18.00 / \$21.00</u>	<u>\$8.45</u>	<u>\$11.50</u>	<u>\$67.50</u>
John Fitzgerald, Inc.	<u>\$28.00 / \$32.50</u>	<u>\$9.00</u>	No Bid	No Bid
Lanier Plans, Inc. dba KorKat	<u>\$20.00 / \$25.00</u>	<u>\$11.00</u>	<u>\$14.75</u>	<u>\$20.00</u>
Leadex Corporation	<u>\$16.50 / \$18.50</u>	<u>\$11.00</u>	<u>\$25.00</u>	<u>\$175.00</u>
Miracle Recreation Equipment Company	<u>\$20.00 / \$20.00</u>	<u>\$9.00</u>	<u>\$35.00</u>	<u>\$150.00</u>
Playmore West, Inc	<u>\$40.00 / \$50.00</u>	<u>\$15.00</u>	<u>\$30.00</u>	<u>\$150.00</u>
PlayPower LT Farmington, Inc	<u>\$25.00 / \$27.00</u>	<u>\$14.00</u>	<u>\$15.00</u>	<u>\$100.00</u>
Playspace Services	<u>\$30.00 / \$45.00</u>	<u>\$6.47</u>	<u>\$15.00</u>	<u>\$500.00</u>
Regal Contractors Inc.	<u>\$20.00 / \$20.00</u>	<u>\$9.00</u>	<u>\$28.00</u>	<u>\$120.00</u>
Rep Services Inc.	<u>\$21.50 / \$27.00</u>	<u>\$21.50</u>	No Bid	No Bid
Robertson Industries Inc.	<u>\$24.00 / \$26.50</u>	<u>\$12.00</u>	No Bid	No Bid
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid
USA Shade & Fabric Structures	No Bid	No Bid	No Bid	No Bid

**AWARD RECOMMENDATION / TABULATION**

<b><u>Vendors</u></b>	<b><u>Item 14</u></b> Provide Utility Locates	<b><u>Item 15</u></b> Signed Sealed Engineered Drawings	<b><u>Item 16</u></b> Repair / Recap / Replace Playground Surfacing	<b><u>Item 17</u></b> Fabric Shade Structures	<b><u>Item 18</u></b> Provide Fabric Shade Structures
Advanced Recreational Concepts	<u>\$1500.00</u>	<u>\$1000.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
Awnings Contractors & Designers, Inc	No Bid	No Bid	No Bid	N/A	<u>Yes</u>
Cal Play Services, Inc.	<u>\$500.00</u>	<u>\$800.00</u>	<u>Yes</u>	N/A	No
DW Recreation Services, Inc.	<u>\$1,715.00</u>	<u>\$8,000.00</u>	<u>Yes</u>	N/A	No
Game Time, Inc.	<u>\$1,000.00</u>	<u>\$995.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
Industrial Shadeports	<u>\$850.00</u>	<u>\$1450.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
John Fitzgerald, Inc.	<u>\$1,200.00</u>	<u>\$1,500.00</u>	No Bid	N/A	No
Lanier Plans, Inc. dba KorKat	<u>\$600.00</u>	<u>\$975.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
Leadex Corporation	<u>\$1,500.00</u>	<u>\$2,500.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
Miracle Recreation Equipment Company	<u>\$650.00</u>	<u>\$2,500.00</u>	No bid	N/A	<u>Yes</u>
Playmore West, Inc	<u>\$1,500.00</u>	<u>\$2,000.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
PlayPower LT Farmington, Inc	<u>\$600.00</u>	<u>\$850.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
Playspace Services	<u>\$1,500.00</u>	<u>\$1,000.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
Regal Contractors Inc.	<u>\$650.00</u>	<u>\$1,700.00</u>	<u>Yes</u>	N/A	<u>Yes</u>
Rep Services Inc.	<u>\$1,715.00</u>	<u>\$8,000.00</u>	No	N/A	<u>Yes</u>
Robertson Industries Inc.	No Bid	No Bid	<u>Yes</u>	N/A	No
Shade Systems, Inc.	No Bid	No Bid	No Bid	N/A	<u>Yes</u>
USA Shade & Fabric Structures	No Bid	No Bid	No Bid	N/A	<u>Yes</u>



**AWARD RECOMMENDATION / TABULATION**

<b><u>Vendors</u></b>	<b><u>Item 19</u></b> Install Shade Structures	<b><u>Item 20</u></b> Removal of Shade Structure	<b><u>Item 21</u></b> Replacement Parts for Playground or Outdoor Fitness Equipment and Supplies	<b><u>Item 22</u></b> Recoat existing PVC
Advanced Recreational Concepts	<u>Yes</u>	No	<u>Paris - 3%</u> <u>Action Fit – 3%</u> <u>Playcraft Systems – 2%</u> <u>R3 – 2%</u> <u>Grounds for Play – 2%</u> <u>Playtopia – 2%</u> <u>Sportsplay – 2%</u> <u>Robertson Industries – 2%</u> <u>Rubber Designs – 5%</u> <u>SRP Amenities – 2%</u> <u>Id Sculpture – 2%</u> <u>Freenotes Harmony – 2%</u> <u>Dynamo – 2%</u>	No
Awnings Contractors & Designers, Inc	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
Cal Play Services, Inc.	No	No	<u>Yes – Will Provide Quotes</u>	No
DW Recreation Services, Inc.	<u>Yes</u>	No	No Bid	<u>Yes</u>
Game Time, Inc.	<u>Yes</u>	<u>Yes</u>	<u>Yes – Will Provide Quotes</u>	<u>Yes</u>
Industrial Shadeports	<u>Yes</u>	<u>Yes</u>	5%	<u>Yes</u>
John Fitzgerald, Inc.	<u>Yes</u>	No	No Bid	No
Lanier Plans, Inc. dba KorKat	<u>Yes</u>	<u>Yes</u>	<u>Superior Recreational Products – 5%</u> <u>Dynamo – 5%</u> <u>Sportsplay – 5%</u> <u>Ultra Play – 5%</u> <u>Grounds for Play – 5%</u> <u>Action Fit – 5%</u> <u>Paris – 5%</u>	No
Leadex Corporation	<u>Yes</u>	No	<b>Will Provide Quotes when Requested:</b> <u>BCI Burke</u> <u>Greenfield Outdoor Fitness</u> <u>Triactive USA Fitness Equipment</u>	<u>Yes</u>
Miracle Recreation Equipment Company	<u>Yes</u>	<u>Yes</u>	<u>Miracle Recreation Equipment Co. – 10%</u>	No
Playmore West, Inc	<u>Yes</u>	No	<b>Will Provide Quotes when Requested:</b> <u>Playworld</u> <u>Exofit</u> <u>Berliner</u>	No
PlayPower LT Farmington, Inc	<u>Yes</u>	No	<b>Will Provide Quotes when Requested:</b> <u>PPLT, Farmington Inc</u>	Yes

**AWARD RECOMMENDATION / TABULATION**

<b><u>Vendors</u></b>	<b><u>Item 19</u></b> Install Shade Structures	<b><u>Item 20</u></b> Removal of Shade Structure	<b><u>Item 21</u></b> Replacement Parts for Playground or Outdoor Fitness Equipment and Supplies	<b><u>Item 22</u></b> Recoat existing PVC
Playspace Services	<u>Yes</u>	No	<u>Paris – 3%</u> <u>Action Fit – 3%</u> <u>PlayCraft Systems – 2%</u> <u>Ultraplay – 2%</u> <u>R3 – 2%</u> <u>Grounds for Play – 2%</u> <u>Playtopia – 2%</u> <u>Sportsplay – 2%</u> <u>Robertsons Industries – 2%</u> <u>Rubber Designs – 5%</u> <u>SRP Amenities – 2%</u> <u>Id Sculpture – 2%</u> <u>Freenotes Harmony – 2%</u> <u>Dynamo – 2%</u>	No
Regal Contractors Inc.	<u>Yes</u>	<u>Yes</u>	<b>Will Provide Quotes when requested:</b> <u>Greenfields Outdoor Fitness Equipment</u>	Yes
Rep Services Inc.	<u>Yes</u>	No	<u>Landscape Structures, Inc – 3%</u>	No
Robertson Industries Inc.	No	No	No Bid	No
Shade Systems, Inc.	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
USA Shade & Fabric Structures	<u>Yes</u>	No	No Bid	No Bid

**Signature:** Patrick Munley  
Patrick Munley (Jun 4, 2020 15:15 EDT)

**Email:** patrick.munley@palmbeachschools.org

**Signature:** Genell Mcmann  
Genell Mcmann (Jun 4, 2020 15:56 EDT)

**Email:** genell.mcmann@palmbeachschools.org

**Signature:** Darci Garbacz  
Darci Garbacz (Jun 4, 2020 16:24 EDT)

**Email:** darci.garbacz@palmbeachschools.org

## VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Wayne Cameron, Building Official

DATE: February 9, 2023

SUBJECT: **RESOLUTION** – Community Development Software Purchase

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In May 2022, the Village issued a Request for Proposals for an Online Permitting, Planning, Code Enforcement and Licensing solution. Through the adoption of Resolution No. 2022-52 on July 14, 2022, the Village Council approved a contract with ICC Community Development Solutions Inc. for online permitting, planning and code enforcement software. The Community Development Department subsequently began coordination with ICC Community Development Solutions, LLC to compile data into a new platform. After several months of delays by the contractor, the Village terminated the contract and began seeking a new company to provide the software services.

The South Central Planning and Development Commission (SCPDC) has a permitting software called "MyGovernmentOnline" (MGO) and has an existing, competitively bid contract with the Town of Juno Beach. This software has been reviewed through an online demonstration and in-person review at the Town of Juno Beach. Based on this review, Staff has concluded that this software will provide the same services as the prior ICC contract. Staff is recommending Village Council approval of a contract with SPDC, incorporating all of the terms, conditions and pricing of the Juno Beach contract. The Village's purchasing policies and procedures authorize concurrent competitive purchasing utilizing pricing established in state and local government contracts currently in effect.

### Account Information:

Fund	Department	Account Number	Account Description	Amount
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66415	Computer Hardware & Software	\$49,399.92*

\*Based on 1833.33 per month, two years plus \$5,400 implementation fee (as set forth in the Juno Beach contract).

### Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving a Contract with the South Central Planning and Development Commission for an Online Permitting, Planning, Code Enforcement and Licensing Software at a cost of \$49,399.92 for the first two years utilizing pricing set forth in an existing contract with the Town of Juno Beach, with funds expended from Account Q5541-66415 (ARPA Expense – Computer Hardware & Software), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

## RESOLUTION 2023-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION FOR COMMUNITY DEVELOPMENT SOFTWARE UTILIZING PRICING ESTABLISHED IN AN EXISTING CONTRACT WITH THE TOWN OF JUNO BEACH AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT AND LICENSING AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of online Permitting, Planning, Code Enforcement and Licensing Software for use by the Community Development Department; and

WHEREAS, Village Staff recommended executing a Contract with the South Central Planning and Development Commission (SCPDC) for the “MyGovernmentOnline” permitting software utilizing the terms, conditions and pricing of a competitively bid contract with the Town of Juno Beach; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and property owners 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 for Software Services and accompanying Software License and Service Agreement with the South Central Planning and Development Commission, copies of which are attached hereto and incorporated herein, utilizing pricing established in an existing contract with the Town of Juno Beach at a total cost for the first two years of \$49,399.92, with funds expended from Account No. Q5541-66415 (ARPA Expense – Computer Hardware & Software). The Village Council further authorizes the Mayor and Village Clerk to execute the Contract and Software License and Service Agreement on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution 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 \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## **CONTRACT FOR SCPDC SOFTWARE SERVICES**

This Contract is made as of the \_\_\_\_ day of January, 2023, by and between the Village of North Palm Beach, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and South Central Planning and Development Commission, a government agency of the State of Louisiana authorized to do business in the State of Florida, ration authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 72-0721574.

WHEREAS, the VILLAGE is need of Software Solution for Planning and Zoning, Building Permitting, Business Licensing, Code Enforcement and Inspection Activities for use by the Community Development Department; and

WHEREAS, the Town of Juno Beach, through its competitive solicitation process, awarded a Contract for Software Services to CONTRACTOR (“Juno Beach Contract”); and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Juno Beach Contract; and

WHEREAS, as authorized by the VILLAGE’s purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR’s services by “piggy-backing” the Juno Beach Contract, including all terms, conditions and pricing set forth therein.

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

### **ARTICLE 1 - SERVICES**

The CONTRACTOR’S responsibility under this Contract is to provide a software solution for the Community Development Department, in accordance with the terms and conditions set forth in the Juno Beach Contract and CONTRACTOR’s Proposal submitted in response to the competitive solicitation issued by the Town of Juno Beach (“Proposal”), both of which are attached hereto and incorporated herein by reference.

The VILLAGE’s representative/liaison during the performance of this Contract shall be Wayne Cameron, VILLAGE Building Official.

### **ARTICLE 2 - SCHEDULE/TERM**

Services shall commence and CONTRACTOR shall complete the work within the timeframe specified in the Proposal or as otherwise mutually agreed upon in writing by the VILLAGE and CONTRACTOR.

The initial term of the Contract shall be for two (2) years with automatic renewals for three additional one-year terms under the same terms and conditions. At the end of five years, the parties may renew on a continuing basis for a negotiated term and cost.

### **ARTICLE 3 - COMPENSATION TO CONTRACTOR**

- A. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE'S representative, indicating that services have been 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.

### **ARTICLE 4 - TERMINATION**

Termination procedures are defined in Section 10 of the SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT.

### **ARTICLE 5 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on Village premises, will comply with all Village requirements governing conduct, safety, and security.

### **ARTICLE 6 - INSURANCE**

- A. Prior to execution of this Contract by the VILLAGE the 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 the 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 the CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General

Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the 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 the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

- C. The 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 the 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 the CONTRACTOR or by anyone directly or indirectly employed by the 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.

#### **ARTICLE 7 - INDEMNIFICATION**

- A. To the fullest extent permitted by applicable laws and regulations, the 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 the 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. The 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 the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

The VILLAGE and the 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 the 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 the CONTRACTOR.

#### **ARTICLE 9 - REMEDIES**

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.

#### **ARTICLE 10 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time.

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

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the VILLAGE shall be that of an Independent Contractor and not as employees or agents of the VILLAGE.

The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement or representation other than as specifically provided for in this agreement.

#### **ARTICLE 12 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.



### **ARTICLE 13 - 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 14 - AUTHORITY TO CONDUCT BUSINESS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE'S representative upon request.

### **ARTICLE 15 - SEVERABILITY**

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.

### **ARTICLE 16 - PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

### **ARTICLE 17 - MODIFICATIONS OF WORK**

The VILLAGE reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the VILLAGE'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the VILLAGE so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the VILLAGE'S decision to proceed with the change.

If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Village of North Palm Beach.

#### **ARTICLE 18 - 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  
501 US Highway One  
North Palm Beach, Florida 33408  
Attention: Wayne Cameron, Building Official

and if sent to the CONTRACTOR shall be mailed to:

South Central Planning and Development Commission  
5058 West Main Street  
Houma, Louisiana 70360  
Attention: Ryan Hutchinson, Chief Technology Officer

#### **ARTICLE 19 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The VILLAGE and the 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 in accordance with Article 17.

#### **ARTICLE 20 - WARRANTY/GUARANTY**

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of those Services or as otherwise provided by manufacturer.

#### **ARTICLE 21 - PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE'S 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.

Until acceptance of the work by the VILLAGE, the VILLAGE'S property shall be under the charge and care of the CONTRACTOR and the 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 the CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

#### **ARTICLE 22 - WAIVER**

Failure of the VILLAGE to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of VILLAGE'S right to enforce or exercise said right(s) at any time thereafter.

#### **ARTICLE 23 - PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### **ARTICLE 24 - 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 25 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract incorporates the terms of the Request for Proposals issued by the VILLAGE and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 26 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR

or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

#### **ARTICLE 27 - AUDITS**

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy 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 Agreement completion.

#### **ARTICLE 28 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the VILLAGE Council of the VILLAGE of North Palm Beach or its designated representative.

#### **ARTICLE 29 - REPRESENTATIONS/BINDING AUTHORITY**

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

#### **ARTICLE 31 - 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 the 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 32 – 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 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.

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

VILLAGE OF NORTH PALM BEACH

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
Name:  
Title:

ATTEST:

WITNESSED BY:

BY: \_\_\_\_\_  
VILLAGE CLERK

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
VILLAGE ATTORNEY

## CONTRACT FOR SCPDC SOFTWARE SERVICES

This Contract is made as of the 11 day of April, 2018, by and between the Town of Juno Beach, a Florida municipal corporation, hereinafter referred to as the TOWN, and South Central Planning and Development Commission ☐ an individual, ☐ a partnership, ☒ a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 72-0721574

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

### ARTICLE 1-SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide a software solution for the Planning and Zoning Department, in accordance with the Specifications and Terms and Conditions set forth in the Proposal Documents for the **Building Permits, Inspections, Code Enforcement and Business Tax Receipt Software and Hardware Solution**, which are incorporated herein by reference.

The TOWN'S representative/liaison during the performance of this Contract shall be Ruben Cruz, Jr., Director of Planning and Zoning, telephone number (561) 656-0306.

### ARTICLE 2-SCHEDULE/TERM

Services shall commence, and Contractor shall complete the work within the time frame identified within the RFP response or as mutually agreed upon in writing by the Town and Contractor.

The initial term shall be for two (2) years with automatic renewals for three additional one-year terms under the same terms and conditions. At the end of five years, the parties may renew on a continuing basis for a negotiated term and cost.

### ARTICLE 3-COMPENSATION TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the TOWN in advance for each payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.

#### **ARTICLE 4-TERMINATION**

Termination procedures are defined in the separate agreement "SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT Section 10"

#### **ARTICLE 5-PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

#### **ARTICLE 6-INSURANCE**

- A. Prior to execution of this Contract by the TOWN the 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 the 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 TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the 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 the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The 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 the 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 the CONTRACTOR or by anyone directly or indirectly employed by the 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 TOWN.

#### **ARTICLE 7-INDEMNIFICATION**

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, 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 the 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. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, 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 TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

#### **ARTICLE 8-SUCCESSORS AND ASSIGNS**

The TOWN and the 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 TOWN nor the 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 TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.



## **ARTICLE 9-REMEDIES**

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.

## **ARTICLE 10-EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

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

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this agreement.

## **ARTICLE 12-NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

### **ARTICLE 13- 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 14- AUTHORITY TO CONDUCT BUSINESS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

### **ARTICLE 15- SEVERABILITY**

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.

### **ARTICLE 16-PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

### **ARTICLE 17- MODIFICATIONS OF WORK**

The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the TOWN of any estimated change in the completion date, and (3) advise the TOWN if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the TOWN'S decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Juno Beach.

#### **ARTICLE 18- NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Juno Beach  
340 Ocean Drive  
Juno Beach, Florida 33408  
Attention: Ruben Cruz, Jr., Director of Planning and Zoning

and if sent to the CONTRACTOR shall be mailed to:

South Central Planning and  
Development Commission  
5058 West Main St.  
Houma, LA 70360

#### **ARTICLE 19- ENTIRETY OF CONTRACTUAL AGREEMENT**

The TOWN and the 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 in accordance with Article 17- Modifications of Work.

#### **ARTICLE 20- WARRANTY/GUARANTY**

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of those Services or as otherwise provided by manufacturer.

#### **ARTICLE 21 - PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the TOWN'S 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 TOWN or employees of the TOWN, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the TOWN, the TOWN'S property shall be under the charge and care of the CONTRACTOR and the 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 the CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

#### **ARTICLE 22 - WAIVER**

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

#### **ARTICLE 23 - PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### **ARTICLE 24 - 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 TOWN may at its option and without notice terminate this Contract.

#### **ARTICLE 25 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 26 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

#### **ARTICLE 27 - AUDITS**

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy 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 Agreement completion.

#### **ARTICLE 28 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the TOWN Council of the TOWN of Juno Beach or its designated representative.

#### **ARTICLE 29 - REPRESENTATIONS/BINDING AUTHORITY**

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

#### **ARTICLE 30 – 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 the 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 TOWN to be a material breach of the Contract Documents justifying termination.



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

TOWN OF JUNO BEACH

CONTRACTOR:

BY: 

MAYOR

BY: 

Name: KEVIN BELANGER  
Title: CEO

ATTEST:

WITNESSED BY:

BY: 

TOWN CLERK

  
Print Name:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: 

TOWN ATTORNEY

**Proudly Serving:**

**Parishes:** Assumption • Lafourche • St. Charles • St. James • St. Mary • St. John • Terrebonne

**Municipalities:** Baldwin • Berwick • Franklin • Golden Meadow • Gramercy • Lockport • Lutchet • Morgan City • Napoleonville • Patterson • Thibodaux

## EXECUTIVE SUMMARY

South Central Planning and Development Commission is a government agency formed in 1972 by the Louisiana State Legislature. We are classified as a Regional Planning District; also known as Councils of Government (COG). With an internal staff of 70 employees including Certified Building Officials, Planners and Building Code Inspectors, our talented software development team has successfully developed and deployed the powerful online community development and building permit enterprise software **MyGovernmentOnline** to cities and counties in Louisiana, Texas, Kansas, Alabama, Tennessee, Florida, West Virginia, and Mississippi. We are the number one community development and building permit solution deployed in Louisiana and the fastest growing solution in Texas. We have replaced several other software solutions which has enabled jurisdictions to accomplish their goal of serving contractors, engineers, residents and the general public with the level of excellence expected in today's world of real-time access to data. In total, we have completed hundreds of software implementations serving a population in excess of 3 million residents. This includes some of the fastest growing cities in the Austin, TX area. San Marcos, Georgetown, Cedar Park, Pflugerville, Leander, Hays County and Travis County Texas are just a few clients in Texas using the **MyGovernmentOnline** software. Recently we have implemented MGO in Escambia County, Florida. The **MyGovernmentOnline** software solution is unique in design and specifically developed to accomplish the Town of Juno Beach outlined goals and objectives because our product is built exclusively from the ground up for Development Services. For more than 12 years, our software engineers, systems analysts and technical support staff have worked side by side with Certified Building Officials, Engineers, Planners, Inspectors and Permit Technicians to deliver a product that streamlines the process of Submitting Online Applications, Digital Plan Review, Inspections, Real-Time Notifications, Public Access to Reports and much more.

Here are a few reasons why selecting the **MyGovernmentOnline** solution will be the right choice for the Town of Juno Beach, Florida:

- **Proven Results** – With hundreds of implementations deployed, more than 12 years of experience, and two Amazon City on a Cloud Innovation Challenge contest wins for 2015 and 2016, the **MyGovernmentOnline** software has proven its ability to meet the goals and objectives as described in the Town of Juno Beach Community Development Software RFP. We've proven that Online Application Submittal, Digital Plan Review, Business Tax Receipts, Field Inspections, Online Payment Acceptance and much more can be accomplished in a way that is a pleasant experience for the public as well as the government employees. Many of the jurisdictions we serve are growing so fast that it was prudent to deploy online services to help reduce or eliminate limited parking issues at the government offices as well as long lines and wait times. One example is when Travis County relocated their offices to downtown Austin, the software was integral in helping their constituents avoid the need to find and pay for parking. Constituents are now able to facilitate the entire submittal, plan review, payments and inspection process online. The software also helped to reduce the City of San Marcos' plan review time by a substantial percentage which helped the City of San Marcos to receive the **Digital Government Achievement Award (DGAA)** in 2013. This is possible through our digital plan review process and automated workflow.



## EXPERIENCE

### *Qualifications/Experience of Key Personnel*

**Name:** Ryan Hutchinson

**Title:** Chief Technology Officer (CTO)

**Abilities:** Project Administrator, Oversight, and Lead Developer

**Education:** B.S. in Computer Information systems—2001 from Nicholls State University

**Professional Certifications:** N/A

**Years with Organization:** 16 Years

**Relative Work Experience:** Ryan will serve as chief software engineer and ensure the software will meet all functional requirements identified in the needs assessment. He will also serve as Tier 3 customer support.

**Name:** Ken Jenkins

**Title:** Lead Project Manager

**Abilities:** Lead Software Analyst, Lead Project Manager, Report Building, Support, Software Configuration, Software Trainer

**Education:** B.S. in Business Administration—2001 from Nicholls State University

**Professional Certifications:** N/A

**Years with Organization:** 8 Years

**Relative Work Experience:** Ken will be responsible for reviewing jurisdictions' fee schedules, business practices, reporting needs, and documentation. This information is used to update the jurisdictional profile in the MyPermitNow.org module that serves as the basis for permitting within the system. He will also serve as a training coordinator. Ken will establish the training curriculum for MyGovernmentOnline.org training sessions. He will assist developers in testing and implementation of new features and bug fixes and serve as Tier 2 customer support.

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**Timothy Roussel**  
CHAIRMAN  
Parish President  
St. James Parish Council

**Natalie Robottom**  
VICE-CHAIRWOMAN  
Parish President  
St. John The Baptist Parish Council

**David Hanagriff**  
TREASURER  
Parish President  
St. Mary Parish Council

**Jeff Naquin**  
SECRETARY  
Police Juror  
Assumption Parish

**Kevin Belanger**  
CHIEF EXECUTIVE  
OFFICER



## **City of San Marcos, Texas**

**Contact Name:** Abbey Gillfillan

**Title:** Permit Center Manager

**Address:** 630 E. Hopkins St.

**City, State, Zip:** San Marcos, TX 78666

**Phone Number:** (512)-805-2630

**Email:** [agillfillan@sanmarcostx.gov](mailto:agillfillan@sanmarcostx.gov)

## **Escambia County, Florida**

**Contact Name:** Jennifer A. Hampton, CFM

**Title:** Director's Aide to Tim Torbert Building Official / Director & Board Secretary

**Address:** 3363 West Park Drive

**City, State, Zip:** Pensacola, FL 32505

**Phone Number:** (850) 595-4560 or (850) 554-2849

**Email:** [CKARP@myescambia.com](mailto:CKARP@myescambia.com)

**Contact Name:** Shawn Fletcher

**Title:** IT Director

**Phone Number:** (850) 595-0466

**Email:** [spfletch@myecambia.com](mailto:spfletch@myecambia.com)

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**Timothy Roussel**  
CHAIRMAN  
*Parish President*  
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**Natalie Robottom**  
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OFFICER

## PROPOSAL SUMMARY

SaaS - Work Order Management, Asset Management, Business Licensing, Permitting, Inspection, and Planning and Zoning, Online Applications, Plan Review, Reporting, Business Tax Receipts

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: South Central Planning and Development Commission

Street Address: 5058 West Main Street

City, State, Zip: Houma, LA 70360

Contact Name: Ryan Hutchinson

Phone: (866) 957-3764 Fax: (985) 851-4472

E-Mail address: ryan@scpdc.org

TOTAL PROJECT COST: \$ 119,824.80

Signature of Authorized Signee: \_\_\_\_\_



Title: Chief Executive Officer

Date: 15, February 2018

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal

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## ***DESCRIPTION OF PLAN REVIEW SOLUTION***

Digital Plan Review System - Users can attach and store documents with a project via the file upload feature on the project page or by the customer via the Customer Portal. These Plan Review Files now require a user or group to review and approve or deny in part or wholly.

Plan Review Revision Files are plan review files that have undergone a review process. These files are uploaded to the project via the upload feature from the project page or the plan review queue.

## ***DESCRIPTION OF WORKFLOW SOLUTION***

The Permits and Licensing module uses a system called Requirements to guide workflow. The Requirements System allows the jurisdiction to intersperse requirements and inspections. Requirements are a task that must be performed or a document that must be submitted. Each inspection or requirement is associated to a Department (or Departments), which contains a group of users. If an item is associated with a department, only users of that department or administrators may complete that item.

These department users can be notified via e-mail anytime a requirement or inspection requires their attention. Notifications can be controlled on a user level, and may be enabled or disabled at the user's request. The Department Queue serves as an inbox for all the tasks a user is responsible for. Items appear in a user's Department Queue regardless of notification email. This system allows multiple users from any number of departments to collaborate on a single project. The Requirements System serves as a method to deliver work to an individual simply and efficiently.

MyPermitNow.org analysts work with the jurisdiction to create multiple Requirement Sets, a template a project is created on. Requirement sets are structured in levels of priority, where all items from a priority level must be completed before the project can proceed to the next priority level. This enforces that steps in the process are not overlooked or done out of order.

Requirements are set on each individual project. Users may edit the order of priorities and the inspections and requirements within a priority to tailor the requirements to a project. Requirements are edited through a drag-and-drop interface where users move available inspections or requirements from a list of items into the requirement sequence.

A user can view the requirements on a project from the Requirements Tab on the Project Details page or from the Requirements Tab on the Schedule Work Orders page. Completed items are graphically noted as complete by a green check mark to the left of the entry.

Outside processes including inspections may be tracked within MyGovernmentOnline. Requirements may be created to track tasks or documents produced by departments within City Government or outside agencies. The user may be alerted via the notification system that an outside entity was responsible for providing documentation or completing a task. Once the user confirmed this task was completed to the City's satisfaction, that user would complete the requirement and may upload any documentation as an attachment.



## ***DESCRIPTION OF BUSINESS TAX RECEIPTS***

The MyGovernmentOnline Business Tax Receipt solution provides effective tracking of your jurisdiction's occupational license holders. Applicants may submit online applications to complete a new business registration and obtain an occupational license (also referred to as a Business License). The application process allows you to collect all of the details that are important to processing the occupational license such as Business Name, Business Location, Federal ID Number, Contact Person Details, Type of Organization, Employee Data, Nature of Business and any other unique details that shall be provided. The solution supports dynamic fee schedule calculations that will conform to your current business tax rate fee calculations. Generate professionally designed business license documents that can be provided to the business for posting in a conspicuous location within the business. Complete your annual renewals and allow businesses to pay the business tax via convenient online services.

## ***TECHNICAL REQUIREMENTS***

Software upgrades are provided at no additional cost as part of the maintenance agreement. As we build new features they are offered to all customers at no charge. We build features in a way that they can be turned on or off so you do not have to utilize them if you choose not to. We maintain 3 separate physical locations for fail over. However, we have the ability to spin up even more locations utilizing Amazon services in a very short period of time if needed. But this is not anticipated. The backup information is located on Amazon's Glacier backup services, other physical location centers in different geo graphics center and our own data center at our main office. Customers data can be backed up to your own network if desired. Maintenance windows typically happen once a month. This window happens between 01:00am – 03:30am usually on a Thursday. There is typically no downtime. Our license agreement specifically says that you the customer owns the data. We are merely custodians of that data. In the event the agreement is terminated any data created or previously imported into our system shall be provided to you through a download at no additional cost. We provide a number of standard reports from Financial Reports, Inspection Reports, Plan Review Tracking and much more. However, at no additional cost we provide an unlimited report development service that we will create any report you want or edit any existing report you want at no additional cost. This is available indefinitely. The reports we build you will also have the ability to manipulate the data through your own filters. The Jurisdiction would subscribe to a credit card service provider and we would integrate at no additional cost with that provider. Common providers we have integrated with are Elavon, ETS, Point & Pay, Firstdata, Authorize.NET and many more. No service fees would be charged by us. The only cost would come from the credit card service provider you choose. ACH would be the same process and the credit card provider you choose should be able to offer both. We recommend that the Town of Juno Beach have a minimum of Windows 7 machines to use our software with an updated internet

In summary, our proposal and Partnership Program provides a COMPLETE solution for everything you need for one flat fee. There is no system that provides as much functionality and software support for the price. Our Partnership Program provides many unique benefits that are not available in the private sector. We look forward to presenting a full demo of our software services.

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OFFICER

STATE OF LOUISIANA  
EXECUTIVE DEPARTMENT  
BATON ROUGE

EXECUTIVE ORDER NO. 27

WHEREAS, a number of federal programs require or actively encourage the delineation and utilization of areawide districts for purposes of planning, developing and implementing programs on a regional basis; and

WHEREAS, the growing number and complexity of federal planning assistance programs to Louisiana and to regions within Louisiana requires that the state assure itself that these programs are fully coordinated; and

WHEREAS, the boundaries of existing multi-parish districts used by state agencies, federal agencies and locally-formulated regional organizations in Louisiana often overlap and conflict;

NOW, THEREFORE, in order to resolve this situation and to improve communication and coordination among the planning related efforts of state, federal and local governments in the State of Louisiana, I hereby delineate and designate a set of eight official and uniform State Planning Districts. These eight districts have been designed to represent natural, social and economic groupings of parishes which reflect a community of interests. The districts have been structured to encourage maximum local participation in the development and coordination of federal, state, regional and local programs in Louisiana. The primary overall objective is to implement these district boundaries in order to better coordinate state plans and programs with one another, as well as with programs in the federal, regional, local and private sectors.

FURTHERMORE, I do hereby direct the head of each principal department, agency and instrumentality of state government to recognize the boundaries of the uniform State Planning Districts as herewith delineated and to take immediate steps to plan programs, field services, data collection and dissemination activities so as to conform to the established district boundaries. Where fewer than eight districts are required for efficient program management, said boundaries have been so designed as to permit the coordination of one or more entire districts where necessary.

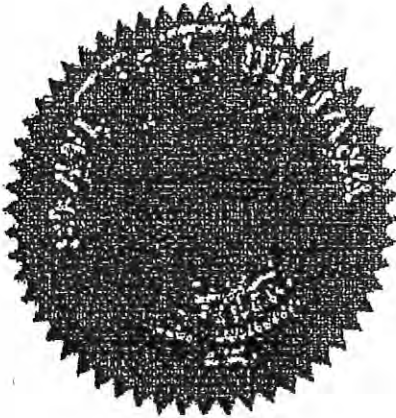
Existing planning and administrative programs being conducted by state departments, agencies and other instrumentalities of state government shall be so designed as to conform with the official State Planning Districts, except where in the judgment of the Governor there is clear justification for failure to conform to these districts. Within ninety days of the promulgation of this order by the Secretary of State, the heads of those instrumentalities of state government utilizing substate planning or administrative districts not in conformance with the official State Planning Districts shall file a report with the Governor enumerating said non-conforming districts and

DISTRICT 7.

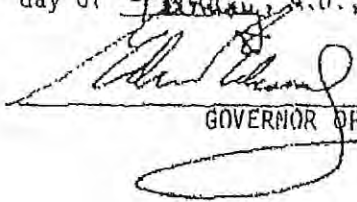
Bienville Parish  
Bossier Parish  
Caddo Parish  
Claiborne Parish  
DeSoto Parish  
Lincoln Parish  
Natchitoches Parish  
Red River Parish  
Sabine Parish  
Webster Parish

DISTRICT 8.


Caldwell Parish  
East Carroll Parish  
Franklin Parish  
Jackson Parish  
Madison Parish  
Morehouse Parish  
Ouachita Parish  
Richland Parish  
Tensas Parish  
Union Parish  
West Carroll Parish



IN WITNESS WHEREOF, I have hereunto set my hand  
officially and caused to be affixed the Great  
Seal of the State of Louisiana, at the Capitol,  
in the City of Baton Rouge, on this the 16<sup>th</sup>  
day of February, A.D., 1973.

  
GOVERNOR OF LOUISIANA

ATTEST  
BY THE GOVERNOR

  
SECRETARY OF STATE



# IMPLEMENTATION SERVICES/SCOPE OF WORK

## *Work Plan:*

- **MyGovernmentOnline Implementation (6 Months—3/2/18 to 9/2/18)**  
*Dates are approximate. Suggested implementation timeframe is based on the assumption of starting date and timely receipt of data and other materials.*
- **Permitting, Integrations and GIS (2 Months—3/2/18 to 5/2/18)**
  - **Initiation**
    - Contract Executed and Establish Point of Contact
  - **Discovery**
    - Provide test data and cases and narratives
    - Obtain Needed Data (Reports, letters, workflows, etc.)
      - Copies of Critical Reports, Inspection Types, Workflows, Paper Applications, Logo, Signature(s) Needed for Letters/Documents, Letters, List of Departments for Plan Review, Contractor Types, Zones, and Documents
    - Fee Schedules
      - Listing of Fees, Ordinances Describing Calculation Methods, and GL Codes
    - Notes Requirements
    - Online Application Payment Information
      - Online Credit Card Processor
    - Audit Trail
    - Integration
      - GIS System
        - Identify via screen capture data that needs to be exchanged
      - Document Imaging system
        - Identify via screen capture data that needs to be exchanged
      - Additional Systems
        - Identify via screen capture data that needs to be exchanged
    - Integration API Doc
      - GIS System, Document Imaging System, Credit Card Processor, etc.
  - **Configuration**
    - Enable Modules Subscribed and Set up Permit Numbering System
    - Fee Schedule Configuration
      - Create Test Script and Schedule Meeting to Ensure Proper Configuration
    - Departments Configuration
    - User Accounts
    - Requirements Configuration
      - Create Test Script and Schedule Meeting to Ensure Proper Configuration
    - Notes
    - Review Types

- Assembly of Final Testing Script, Internal Testing by SCPDC MPN employees, and Schedule On-Site Training
  - ***On-Site Training***
    - Training and Schedule Final Acceptance and Follow-up Training
    - Production Readiness
      - Testing in Collaboration with MPN Project Manager
        - Test Script
          - Fees, Requirements, Reviews, Work Flows, Online Applications, Reports, Documents, Inspections, Data Conversion, and UAT
      - Final Acceptance Determination
      - Schedule Go-Live Date
  - ***Go-Live (Permitting, Integrations and GIS)***
  - ***On-site Support***
- ***Planning and Zoning (2 Months—5/2/18 to 7/2/18)***
  - ***Discovery***
    - Provide Test data and cases and narratives
    - Obtain needed data (reports, letters, workflow, etc.)
      - Copies of Critical Reports, Workflows, Paper Applications, Signature(s) needed for letters/documents, Letters, List of Departments for Plan Review, and Documents
    - Fee Schedules
      - Listing of Fees, Ordinances describing calculation methods, and GL Codes
  - ***Configuration***
    - Set up Permit Numbering System
    - Fee Schedule Configuration
      - Create Test Script and Schedule Meeting to Ensure Proper Configuration
    - Department Configuration
    - User Accounts
    - Requirements Configuration
      - Create Test Script and Schedule Meeting to Ensure Proper Configuration
    - Notes
    - Review Types
      - Create Test Script and Schedule Meeting to Ensure Proper Configuration
    - Workflows
      - Create Test Script and Schedule Meeting to Ensure Proper Configuration
    - Online Applications
      - Planning & Zoning, Create Test Script and Schedule Meeting to Ensure Proper Configuration
    - Report Configuration



- Complaint Forms, Create Test Script and Schedule Meeting to Ensure Proper Configuration
  - Report Configuration
    - Inspections/Re-Inspections per Complaint Case, New Complaints, Complaints Referred to Law Office by Type (Lawsuit/Citation), New Citations, etc.
  - Document Creation
    - Notice of Violation Letter, Forms, Invoices, Envelopes, Citations, Court Documents, etc.
- ***Final Testing (Internal)***
  - Agreements Documents and Schedule On-Site Training
- ***On-Site Training***
  - Training and Schedule Final Acceptance and Follow-up Training
  - Production Readiness
    - Testing in Collaboration with MPN Project Manager
      - Test Script
    - Final Acceptance Determination
    - Schedule Go-Live Date
- ***Go-Live (Planning and Zoning)***
- ***On-Site Support***
- ***Support (Ongoing)***

### ***Implementation Assistance:***

SCPDC has a knowledgeable project leader available by phone or e-mail. Scheduled onsite visits. Project leader is very familiar with all aspects of training and proper configuration with years of successful implementation experience. Works closely with the development team leader.

### ***Implementation Timeframe:***

Due to the number of system integrations it would be realistic to plan on a 6month implementation time frame to allow for proper testing and needed adjustments.

### ***Project Management Services:***

An experienced project manager will take a personalized and unique approach to managing the implementation based on the unique needs of the Town of Juno Beach. No two implementations are alike due to the different people, organization structure and experience of the organization. After we receive the initial information requested and perform a follow up visit a more formal agenda and schedule will be crafted working together to plan how remaining development changes, testing, training and going live will be handled.

# SOFTWARE CAPABILITIES SHEET

South Central Planning and Development Commission

Vendor name:

MyGovernmentOnline

Software Name:

Place an "X" in the appropriate box that describes each feature of your proposed software.

ITEM	CAPABILITY	Yes, the software can do this function	No the software cannot do this function	With modifications, the software can do this function. Describe on a separate sheet.
1	Create & Track Permits/Projects – Ability to create cases and associated data for permits and projects.	X		
2	Online Document Management – Ability to create Permit and Project documents within the system.	X		
3	Ability to store permit and project documents within the system.	X		
4	Ability to import files of various software formats into the system. Provide a list of software formats accepted.	X		JPEG, PDF, DOC, XLS, DWG, Any by Request
5	Workflow- Must be able to flow cases through a minimum of 3 individuals.	X		
6	Workflow Approvals- The case does not forward to the next individual on the workflow until the previous person has reviewed and approved.	X		
7	Workflow Automation – Ability to modify workflow so that reviews, inspections, statuses, and notifications can be modified both automatically or manually. Town can make the changes.	X		
8	Application Processing/Online Permits) – A user-friendly, online web portal for citizen or contractor (user) which is easy to understand and navigate	X		
9	Each citizen or contractor (user) has the ability to create a user login account through the web portal.	X		
10	Permit applications can be made through the web portal from any internet connection or mobile device.	X		
11	Users can process permit applications through the web portal.	X		
12	Users can review fee statuses through the web portal.	X		
13	Users can make fee payments through the web portal.	X		

35	Inspectors can approve or deny inspections in the field on their smart device.	X		
36	Inspectors can download all assigned permit or case related inspections for the day locally to a device so that an active data connection is not required in the field to complete an inspection. Upon returning to coverage area, the offline work, including status, photos, and comments, can be uploaded to sync with the live system.	X		
37	Reporting – Includes standard reporting with the ability to query data.	X		
38	Ability to develop custom reports based on the Town's needs.	X		
39	User's Portal – Permit and Development status will be available via online portal for 24/7 access through any internet connection or mobile device.	X		
40	The system has the ability to create and store electronic signature on inspection documents and plans.	X		
41	Software has 98% uptime. If not explain on a separate sheet.	X		
42	Do you have an Application Program Interface (API) or direct database access so the Town can access our data to customize our own reports?	X		
43	Can the Business Tax Receipt (BTR) be renewed by batch renewals?	X		
44	Can BTR renewals be e-mailed, accessed online, or have printable invoices?	X		
45	Can the BTR module be available through any internet connection or mobile device?	X		
46	In the Code Enforcement Module, can the software create standardized letters and notices (i.e. narrative letters, warning letters, notice of violation, notice of hearing, etc).	X		
47	In the Code Enforcement Module, within letters / notices, do fields (i.e. corrective action field) have the ability to be manually modified?	X		
48	Can manually modified fields be saved so that they may be used in the future?	X		
49	Does the Code Enforcement Module have the capabilities to search cases via code section, address, case date, and hearing date?	X		

# SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

## Sec. 1. Parties and Purpose

1.1. Village of North Palm Beach ("Licensee"), a municipal corporation organized and existing under the laws of the State of Florida located in Palm Beach County.

1.2. The South Central Planning and Development Commission ("Licensor") or ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created MyGovernmentOnline, software (the "SCPDC Software") and this contract is entered into between Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide services and support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

## 2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of the Contract Documents.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit.

### 3. LICENSE, DELIVERABLES AND COPIES

#### 3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee.

3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in Schedule A. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in Schedule C, Maintenance and Support.

3.3 COPIES. The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Except as otherwise provided in Schedule A, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

## 5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A. Payments and any interest on late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, Section 218.70, et seq., Florida Statutes.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax and shall provide one another with a tax exemption certificate. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 SERVICES. SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 EXPENSES. License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC.

Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost. All Reimbursable expenses require prior approval by the Village.

5.5 INVOICES. All invoices under this Agreement shall be sent to the attention of Licensee's Finance Director. Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT. There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

## 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and



(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 **ALLOCATION OF RISK.** The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.



## 8. INDEMNIFICATION

8.1 INFRINGEMENT INDEMNITY. SCPDC warrants that the Software will not infringe upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party. SCPDC shall, at its expense, hold harmless, indemnify, defend or settle any claim, action or allegation brought against Licensee, its officers, employees, and agents that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any costs and damages awarded against Licensee in any such action including, but not limited to, attorneys' fees and costs, final judgments awarded or settlements entered in the action; provided that Licensee gives prompt written notice to SCPDC of any such claim, action or allegation of infringement and gives SCPDC the authority to proceed as contemplated herein. SCPDC will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of SCPDC. Licensee shall give such assistance and information as SCPDC may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, SCPDC may, at its sole option and expense:

(a) procure for Licensee the right to continue Use of the Software or infringing part thereof;  
or

(b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable; or

(c) terminate this Agreement and repay to Licensee the License Fees and maintenance fees paid for the annual term during which this Agreement is terminated.

SCPDC's obligation to indemnify under this section shall continue following whichever of these options is selected, including the option to terminate.

8.2 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of unauthorized modifications to the Software made by Licensee.

8.3 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8.4 HOLD HARMLESS. SCPDC agrees to protect, defend, indemnify and hold Licensee, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the SCPDC. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. SCPDC further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

## 9. CONFIDENTIALITY

### 9.1 CONFIDENTIAL INFORMATION.

To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

9.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1 and 9.3, the non-breaching party may pursue its legal and equitable remedies.

9.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("Licensee Data"). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

9.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SCPDC warrants that Licensee's Data and any information stored by SCPDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

### 9.5 PUBLIC RECORDS.

IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS, VILLAGE CLERK JESSICA GREEN AT (561) 841-3355 OR [JGREEN@VILLAGE-NPB.ORG](mailto:JGREEN@VILLAGE-NPB.ORG), 501 US HIGHWAY 1, NORTH PALM BEACH, FL 33408

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

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

- B. Upon request from the Licensee's custodian of public records, provide the Licensee 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 Agreement term and following completion of the contract if Licensor does not transfer the records to the public agency.
- D. Upon completion of the Agreement, transfer, at no cost, to the Licensee all public records in possession of Licensor or keep and maintain public records required by the Licensee to perform the service. If Licensor transfers all public records to the Licensee upon completion of the Agreement, Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensor keeps and maintains public records upon completion of the contract, Licensor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Licensee, upon request from the Licensee's custodian of public records, in a format that is compatible with the information technology systems of the Licensee.

In the event SCPDC fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period SCPDC still fails to allow access to such documents, terminate this Agreement.

## 10. TERM AND TERMINATION

10.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("Initial Term"). The contract will automatically renew for three 12-month periods following the end of the Initial Term unless terminated in accordance with this Agreement. At the end of five years, the parties may renew on a continuing basis for a negotiated term and cost.

10.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1<sup>st</sup> of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

10.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

11. NON-ASSIGNMENT. Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and  
Development Commission

To: Village of North Palm Beach  
Attn: Wayne Cameron, Building Official

Address: 5058 West Main St.  
Houma, LA 70360

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

### 13. MISCELLANEOUS

13.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

13.2 **FORCE MAJEURE.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

13.3 **WAIVER.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

13.4 **SEVERABILITY.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13.5 **STANDARD TERMS OF LICENSEE.** No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

13.6 **AMENDMENTS TO THIS AGREEMENT.** This Agreement may not be amended, except by a writing signed by both parties.

13.7 **PRIOR CONSENT.** Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

13.8 **EXPORT OF SOFTWARE.** Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

13.9 **HEADINGS.** Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

13.10 **ENTIRE AGREEMENT.** The Contract for SCPDC Software Services and this Agreement (including the Schedules, any documents incorporated by reference and any addenda hereto signed by both parties) contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. The

documents referenced in this Section shall be construed to give effect to all of the provisions whenever possible. In the event of an express conflict, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF NORTH PALM BEACH

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION

By:

By:

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

Title:

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

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A**  
**INTERGOVERNMENTAL AGREEMENT**  
**South Central Planning and Development Commission and Jurisdiction Government**

**SOFTWARE AND LICENSE FEE**

**A. SOFTWARE USE**

SCPDC'S MyGovernmentOnline Software Modules available for subscription under this agreement are: Permits and Licensing (MyPermitNow), Planning & Zoning, Solution Center (Complaint Management), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

**B. LICENSE FEE**

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

			MONTHLY RATE		
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 100	\$10.00	\$99.00	\$99.00	\$99.00	\$230.00
101 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

**ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.**

The Jurisdiction has agreed to the 2001 – 4000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$1833.33 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the

event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

**Other Fees:**

On-Site Visits: Reimbursement of lodging, transportation and meals as defined in section 5.4.

SCPDC will invoice Licensee at the beginning of each month.



**SCHEDULE B**  
**SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT**

**EQUIPMENT SITE, USER NAME, AND  
PERSONAL ACCESS PASSWORD**

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

**SCHEDULE C**  
**SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT**

**MAINTENANCE AND SUPPORT**

**DEFINITIONS**

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m. CST
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764  
Ryan Hutchinson,  
Chief Technology Officer

E-mail: [support@scpdc.org](mailto:support@scpdc.org)

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of

SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

**3.1 LEVELS OF MAINTENANCE AND SUPPORT.** During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

- (i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release
- (ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;
- (iii) Support Call (Tier 1): Issue resolved within one (1) business day,, and the problem documented and input for consideration in next major product release.

**3.2 BASIC MAINTENANCE.** Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

**3.2.1** Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse licensor for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall

only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE. For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT. Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyPermitNow Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA. SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Accepted:

VILLAGE OF NORTH PALM BEACH

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION

By:

By:

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

Title:

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

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**VILLAGE OF NORTH PALM BEACH  
LIBRARY ADVISORY BOARD MEETING MINUTES  
November 22, 2022**

**CALL TO ORDER**

Chairperson Christine DelGuzzi called the meeting to order at 7:00 PM.

**ROLL CALL**

Present: Julie Morrell, Library Manager  
Christine DelGuzzi, Chairperson  
Phyllis Wissner, Vice Chairperson – Excused  
Bonnie Jenkins, Secretary  
Tina Chippas, Member  
Carolyn Kost, Member  
Brad Avakian, Member – Absent  
Leslie Metz, Member – Absent

**APPROVAL OF MINUTES**

Bonnie Jenkins made a motion to accept the Minutes for the October 4, 2022 meeting. Tina Chippas seconded the motion, which passed with a unanimous vote.

**LIBRARIAN'S REPORT**

Library Manager Julie Morrell reported the following:

- Facilities:
  - A new book drop receptacle was installed in front of the building. It is one size up from the previous receptacle.
  - The two benches in front of the building were restored and reinstalled.
  - New shelving has been delayed due to Hurricane Nicole.
    - A new delivery date is being sought.
    - There is no date for the steel floor shelving as yet.
- Children's Programming
  - Continuing four story times continue each week with high attendance (43 parents and children on average.)
  - TCS class visits take place Wednesday through Friday.
  - Children's Arts and Crafts are held weekly on Thursdays.
  - Children's Art Appreciation began on November 18<sup>th</sup> and will continue on each third Friday of the month.
    - Various mediums will be explored.
  - Read for the Record took place October 27<sup>th</sup>.
    - Shout out to Dr. Searcy.
    - With her assistance five (5) schools were read to for a total of 1,318 listeners.
- Teen Programming:
  - Teen volunteers continue being valuable assistants.
    - At the Halloween Festival, they ran carnival games, scared people in the Haunted Trail, and helped set up.

- Adult Programming:
  - Knit and Crochet continues on Mondays with 12 to 13 attendees.
  - Yoga has resumed in Veteran's Park with Mi Sun. The weather has been gorgeous.
  - Book Club met October 6<sup>th</sup> and November 3<sup>rd</sup>.
  - Great Courses Lectures began October 4<sup>th</sup>.
    - The topic for this session is Greece and Turkey, with award-winning Professor John R. Hale of the University of Louisville.
    - Board member Tina Chippas attended and stated it was very good.
  - Senior Appreciation Bingo sponsored and presented by Dedicated Senior Medical Center was held for the third time on October 19<sup>th</sup>.
  - Dedicated Senior Medical is also sponsoring a Senior Speed Dating Event. T
    - he first was held on November 3<sup>rd</sup>.
  - Adult crafts were held October 6<sup>th</sup> and November 3<sup>rd</sup>.
- Friends of the Library
  - Christmas basket raffled will be drawn December 15<sup>th</sup> and features a \$100 Visa Gift Card.
  - The Annual Bake Sale & Boutique will start December 3<sup>rd</sup> and continue for one week.
- Special Events
  - The Halloween Festival was held October 29<sup>th</sup>.
    - 250 tickets were sold and approximately 1000 people attended.
    - The library made a profit of approximately \$5,000.
- Circulation continues to increase overall
  - The company that leases books to the library was unavailable briefly due to being hacked.

## **OLD BUSINESS**

There was none.

## **NEW BUSINESS**

Christine DelGuzzi made a motion to cancel the December meeting due to the holidays. Tina Chippas seconded and the motion passed unanimously.

## **QUESTIONS AND ANSWERS**

There was none.

## **ADJOURNMENT**

Christine DelGuzzi motioned to adjourn the meeting. Carolyn Kost seconded the motion and the meeting adjourned at 7:30pm.

The next meeting will be Tuesday, January 24, 2023, at 7:00pm in the Obert Room.

Respectfully submitted by Bonnie Jenkins

**Audit Committee Meeting**

**MINUTES**

**Village Hall**

**Wednesday, December 7, 2022**

**5:30 pm**

1. Call to Order: Interim Village Manager Chuck Huff called the meeting to order at 5:30 pm.
2. Roll Call:  
Present: Tom Andres, Ed Katz, Don Kazimir, Suzanne Mehregan, Marie Silvani, Dave Talley  
Also Present: Samia Janjua, Director of Finance; Darryl Aubrey, Councilmember
3. Public Comments: None.
4. Selection of Officers:
  - a. Marie Silvani was selected as Chair.
  - b. Tom Andres was selected as Vice-Chair.
5. New Business:
  - a. Committee requested the addition of a 7th member.
  - b. Committee agreed to maintain the current meeting schedule of "on call as needed".
  - c. Committee requested longer advanced notice of meetings.
6. Adjournment: the meeting adjourned at 5:58 pm.



**Village of North Palm Beach  
Recreation Advisory Board Meeting  
MINUTES  
December 13, 2022 at 7:00 pm  
Anchorage Park**

**1) Call to Order:** Chair Bell

**2) Roll Call:**

Bob Bell, Chair	Don Grill, Vice Chair
Stephen Heiman	Paul Beach
Mia St John	Village Council Representative, Mayor Deborah Searcy
Rita Budnyk	Zakariya Sherman, Director of Leisure Services
Maria Cassidy	

Bob Bell called meeting to order at 7pm. All present except Don Grill. Don let staff know in advance that he would be absent. Mayor Searcy represented Council.

**2) Approval of Minutes:**

Rita made motion to approve minutes from November. Seconded by Paul Beach. All were in favor.

**3) Public Comments:**

Chris Ryder. Concerns about berm and potential flooding at Lakeside Park. High tide was halfway up stairs. Where is the Village with addressing this issue? Chris would like the berm extended at north end so the shore has flood resilience.

Zak: Staff working on 3<sup>rd</sup> party opinions. Trying to get coastal engineering companies to come out and take a look to advise us on next steps.

Bob: North end of south side undermined.

**4) Director's Report:**

**Lakeside Park:**

Split rail fence

- Stephen working on a few repairs.

Golf Cart

- Estimated delivery is sometime in December still.

#### New Ranger

- Should be cleared to start soon. Working with Community Development to start issuing tickets.

### **Anchorage Park:**

#### New Playground

- Old playground is out.
- New parts have arrived on site.
- Also plan to purchase 2 interlocking wear mats.
  - They help with grip and safety.
  - One will go under current merry-go-round and the other will go under new spin max orbiter.

#### Dry Storage

- Working with FPL on plan to underground overhead lines.
- Working with Engenuity on plan to replace fence and put in landscaping.

#### Plumbing

- Repaired cleanout on side of building; installed new pipe.

#### Mulch

- Working with precision to get mulch around the park, especially along the perimeter of the building.

#### Fishing piers

- We're still planning to get cutting boards and water to the fishing piers.

### **Marina:**

#### Boat Ramp

- Received UESI inspection report.
- Met with Engenuity to go over next steps.

#### South slips

- Ordered and received 4 new Verkada cameras for south slips.
- Just waiting on pole fabrication so we can get them installed.

### **Community Center:**

#### Playground

- Plan to purchase new Neutron Carousel for playground along with 1 wear mat (see attached).

#### Dodgeball Dates

- Monday, December 12 & 19 from 6-8pm

#### Youth Soccer and minis soccer

- Registration starts December 1
- Soccer: Residents \$95 / Non-Residents \$110
- Ordered banners and installed them at Community Center, Anchorage, and Osborne (that's new this year)
- Soccer shots will do skills and drills clinic first week of soccer (M, W, F). They will also give tips to coaches. At the end of the Wednesday clinic, coaches will draft their players (for 9-11s and 12-14s).
- From Kennedy Johnson with Soccer Shots:
  - We are excited about offering the skills and drills clinic to the NPB kids!
  - We propose 3 days - January 9th, 11th, 13th. We can do 5:30 - 6:30 with the 6-8s and 6:30 - 7:30 with 9-11s.

- We will have 4 coaches and charge \$500 per day.
- We can also buddy up parents with the coaches and show them what skill drills are effective for each age group etc.
- I'm happy to help you promote the soccer season if I can as well.

- Minis soccer: Residents: \$75 / Non-Residents: \$85

#### Fence replacement

- Received quote for remainder of Community Center field fence replacement. Getting higher gauge this time.

#### Grassing in fields

- Haverland provided quote to grass in three fields and add necessary irrigation. Plan to start in April (or shortly after baseball).

#### Park benches

- New benches arrived. We'll be installing some at playground.

#### Plumbing

- Ani con replacing Community Center outdoor fountain with bottle filler (the one closest to main front door of building).

#### TCS

- Using field for boys middle school soccer.
- Using gym for girls middle school volleyball.

#### St. Clare

- Using gym for girls basketball

### **Osborne Park:**

Stephen asked PW to remove old water fountain at racquetball court.

#### Garden Board

- November Update:
  - We had a successful Plant & Seed Swap Event on October 23.
  - Thank you to the many gardeners that helped set up, tear down, and work the tent. It was fun to mingle, discuss our gardens, and to share things we've been propagating or saving.
  - We did have a few aloe plants and seed starts (look to be tomatoes?) leftover, and they'll be at the garden this week if you'd like to take them home.
  - Our guest speaker, Jetson Brown, did a terrific job sharing some practical ways to plan your garden (hint: grow what you actually want to eat!), tips for seed starting (wet cardboard is great for locking in moisture while seeds germinate), and educating us on hybrid vs heirloom.
  - We hope you'll find the time to check out the community garden he manages at Westgate Community Farm!
  - It looks like a lot more of our gardeners have their plots planted. We do have two open beds, so if you have any neighbors or friends that may be interested in joining, it's not too late!
  - The Recreation Department of NPB has secured us an on-site storage area while we work to get a small tool shed.
  - We now have a wheelbarrow and a large wagon.
  - If you need these items outside of community work days, please e-mail us so we can arrange a time.

- Be sure to keep the weeds in and around your bed pulled. Also, check your drip irrigation to make sure it's not buried as this may occlude the holes.
- Master Gardener Susan Bisbee is offering a propagation workshop at her home. If you are interested in what this entails and may want to join, please email us and we can share more information.
- The Articles of Incorporation for NORTH PALM BEACH COMMUNITY GARDEN, INC. were filed electronically on November 16, 2022, effective January 01, 2023.
- Yoga at the Garden
  - Sunday, December 18th @ 5:00 PM
  - 30-min yoga session, bring your own wine to be had afterward, raffle too

#### Split Rail Fence

- Stephen removed some old pieces.

#### Baseball field

- Haverland to work on baseball mound: lips repairs and clay.

### **Veterans Park:**

Working on quotes to refurbish the park.

- We're looking into turf for the three grassy strips adjacent the library, repairing the trellises, new trash bins, landscaping, and some brick work

### **Staffing:**

Open positions

- 1 open Recreation Assistant position at Anchorage.
- 2 open Library Clerk positions at the Library. (Amada retiring)

### **Special Events:**

#### **Bus Trips:**

- See attached flyer.

#### **Special events**

- Update on Links 5k (I forgot to include this in last month's report):

#### Boys Monster Mile

1. Caleb Cook 7:27
2. Giovanni Virano 7:29
3. Lincoln Harden 8:14

#### Girls Monster Mile Girls

1. Vivianna Alfond 8:21
2. Kate Frogge 9:24
3. Avery Moye 10:05

#### Male Overall Winners

1. Patrick Foley 19:30
2. John Reback 20:03
3. Greg Lovell 20:10

#### Female Overall Winners

1. Nicole Hillis 21:47
2. Hannah Hearn 22:18

### 3. Mary Galbicka 22:50

- Tenth Annual Veterans Day Ceremony
  - Canceled due to hurricane.
- Friends of the Library Bake Sale & Boutique
  - Saturday, December 3 at the library through Saturday, December 10.
  - Main sale of baked goods was on Saturday but the boutique sale items stayed up for one week.
  - Boutique items include some Christmas items but also many beautiful nautical and seaside themed home decorations.
  - Made \$1,093.16 on December 3 alone.
    - Still waiting on totals for the week.
    - The last two days of the sale were buy 1 get 1 free.
- Tree Lighting
  - December 7 at 7pm
  - Great turnout!
  - Thanks to NPY Symphony for playing such awesome music.

#### **Upcoming Events:**

- Trolley Rides
  - December 16 at 6:30pm
  - \$1/person or \$5/family, CASH ONLY please
  - There will be four (4) trolleys again to keep the line wait to a minimum.
  - Afterward, visit Santa and enjoy treats at the NPB Library.
- Hot Cars and Chili cookoff
  - January 28, 2023

### **Library:**

#### Facilities

- Library new shelving:
  - New mobile shelving to arrive December 14.
  - New carpet purchase goes to Council in January.
  - Steel wall shelving may not arrive until January.
- Still waiting on new café style tables to arrive as well as the 2 self-checkout pods.
- New book drop has been installed in front of the library.
  - It holds a total of 568 books and 1100 DVDs at one time, though we don't expect it to ever get that full!

### **Children's programming:**

We have four storytimes each week with an average of 43 parents and children attending.

We continue to have TCS class visits on Wednesday-Friday mornings.

Children's Arts and Crafts are held weekly on Thursdays at 3:00 and average 22 parents and children

- This past week was a fun paper bag walrus that the children then used as a puppet!

Children's Art Appreciation held on the third Friday of the month was held November 18th at 3:00

- This week was an exploration of water colors, leaf rubbings, and stamp art!

Read for the Record was held October 27th

- This year's book was Nigel and the Moon by Antwan Eady.
- With Dr. Searcy's help, we read to 5 different schools and to a total of 1,318!

### **Teen Programming:**

- Teen volunteers are helping with daily tasks such as shelf reading and cleaning after school.
- Our teen volunteers were most helpful at the Halloween Festival where they ran carnival games, scared people in the Haunted Trail, and helped us set up for our festival! We are so grateful for their help and we couldn't have done it without them.

### **Adult Programming:**

- Knit and Crochet meet every Monday with an average of 11 people
- Great Courses "The Great Tours" has started up again on October 4th
  - In The Great Tours: Greece and Turkey, from Athens to Istanbul, award-winning Professor John R. Hale of the University of Louisville is your guide to the fabulous civilizations of the Greeks, Romans, Byzantines, and Ottomans, and to the natural wonders and idyllic landscapes that surround them.
  - These 24 richly enjoyable lectures are a journey unlike any other, giving you the chance to experience these important sites and cultures through the eyes of an expert archaeologist and scholar, whose knowledge and depth of insight go far beyond any ordinary travel narrative.
- Adult crafts were held October 13th and November 17th
  - 19 and 25 patrons respectively came to Adult crafts and painted pumpkin flower pots and made a beautiful pumpkin wrath with beads and jute rope!
- Yoga with Mi Sun is back in Veteran's Park and enjoying the gorgeous weather!
- Book Club was held October 6th and November 3rd
  - 16 and 8 Book club members respectively enjoyed discussing the book over coffee and cookies!
- Dedicated Senior Medical Center sponsored a Senior Speed Dating Event at the library on November 2nd
  - 23 seniors came to find romance in the library!
  - The event was fun and lighthearted as the women went to each table and spent a small period of time talking to each gentlemen
  - Lovely refreshments such as shrimp cocktail, cheeses, and fruit were served!
- Senior Appreciation Bingo sponsored and presented by Dedicated Senior Medical Center was held for the third time October 19th
  - 14 seniors attended Bingo night!

### **Friends of the Library:**

- Friends Christmas Raffle basket has a \$100 visa gift!
  - Raffle will be drawing December 15th

## **5) New Business:**

- Anchorage Park Boat Ramp Inspection Report  
Received boat ramp inspection report. Ramp is beyond repair and needs to be replaced. Met with Adam and Keith from Engenuity. Gerwig's office is preparing the structural plan. Isiminger is providing a proposal for the required permitting for reconstruction of the boat ramp and including all required permits that will be needed.
- Regulation of Smoking in Village Parks  
Council discussed it a bit over the summer. Staff wanted to get Rec Board's opinion. Rec Board favored regulating smoking in parks. Paul Beach made motion to restrict smoking in parks. Seconded by Rita. All were in favor.

- **Ordinances Rec Board as well as potential subcommittee**  
Discussed ordinances relating to Rec Board as well as potential subcommittee focusing on youth sports/activities. Lots of conversation about how to get people involved. Bob discussed his involvement in the NPBYYA, when it was active. It was a group of parents that essentially ran Village sports. They fundraised, help get volunteers, and purchase necessary equipment and related supplies. Parents or community members could join and participate. It was a non-profit organization run by volunteers.

**6) Old Business:**

- None

**7) Member Comments:** None.

**8) Staff Comments:** None.

**9) Adjournment:** Motion to adjourn at 8:07pm. Seconded by Rita.

**VILLAGE OF NORTH PALM BEACH**  
**VILLAGE ATTORNEY'S OFFICE**

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TO: Honorable Mayor and Council

FROM: Leonard G. Rubin, Village Attorney

DATE: February 9, 2022

SUBJECT: **RESOLUTION** – Appointment of Charles D. Huff as Village Manager and approval of an Employment Agreement

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As directed by the Council, Vice Mayor Norris and I have negotiated an Employment Agreement with Chuck Huff to serve as the Village Manager. Article IV, Section 2 of the Village Charter provides that the Council shall appoint a Village Manager for an indefinite term by a majority vote of all Councilmembers. The Village Manager holds office at the pleasure of the Village Council, and the Council establishes the Village Manager's compensation and benefits.

The terms of the proposed Employment Agreement are as follows:

1. The Village Council appoints Mr. Huff to serve as Village Manager for an indefinite term, subject to the termination provisions discussed below.
2. The Village Manager's base annual salary shall be \$190,00.00. The Council shall review the Village Manager's performance on an annual basis and consider adjustments, if any, to the Manager's salary and benefits based on such performance review.
3. The Village Manager serves at the pleasure of the Village Council and a majority of the members of the Council may terminate his employment at any time. The Agreement generally provides for two types of termination – with just cause and without just cause. If the Council terminates without just cause, the Village is required to pay the Manager a lump sum severance payment equal to twenty (20) weeks of his base annual salary, in exchange for the execution of a liability release. If the Council terminates with just cause as outlined in the Agreement, the Village shall only pay the Manager accrued and unpaid salary.
4. The Agreement provides the Village Manager with the following benefits:
  - A. Vacation and sick time at the accrual rate applicable to a Village employee with ten years of service (up to 20 days of vacation time and 12 days of sick time annually), which are Mr. Huff's current accrual rates. Mr. Huff will remain subject to the Personnel Rules and Regulations with respect to reimbursement for unused vacation and sick leave. Additionally, if he resigns or is terminated without cause, he will be paid for such accruals in accordance with the Personnel Rules and Regulations, i.e., one hundred (100%) percent of the accrued and unused vacation leave accrued during the two-year period prior to such resignation or termination and fifty percent (50%) of the accrued and unused sick leave not to exceed two hundred and forty (240) hours. Mr. Huff shall receive no payment for such accruals in the event the Village Council terminates his employment for cause.



- B. The same paid holidays as Village employees;
  - C. Health, vision and dental coverage for the Village Manager and his family (spouse and eligible dependents) at no cost;
  - D. Life insurance coverage in an amount equal to twice the Manager's annual salary;
  - E. An automobile allowance of \$700.00 per month;
  - F. A cell phone allowance (for use of his private cell phone or for the purchase of a new cell phone for business use) of \$100.00 per month; and
  - G. A contribution of fifteen percent (15%) of the Manager's annual salary into an established 401 retirement plan. The Manager shall be required to provide a contribution of at least three percent (3%) but no more than ten percent (10%).
5. As previously discussed by the Council, the Employment Agreement waives the residency requirement of Section 2-115 of the Village Code, subject to the Council's authority to revoke the waiver as set forth in that section.

**Recommendation:**

**Village Staff seeks Council consideration and approval of the attached Resolution appointing Charles D. Huff to serve as Village Manager in accordance with the Village Charter and approving an Employment Agreement with Mr. Huff setting forth the terms and conditions of his employment in accordance with Village policies and procedures.**

## RESOLUTION 2023-\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING CHARLES D. HUFF TO SERVE AS VILLAGE MANAGER; APPROVING AN AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF HIS EMPLOYMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council wishes to employ Charles D. Huff (“Huff”) to serve as Village Manager in accordance with Article IV of the Village of North Palm Beach Charter; and

WHEREAS, the Village, through its Village Council, desires to provide for certain benefits and compensation for the Village Manager and to establish the terms and conditions of Huff’s employment in an Employment Agreement; and

WHEREAS, due to his unique knowledge of multiple aspects of Village operations and his past performance as Interim Village Manager, the Village Council wishes to waive the education requirements set forth in the Village Manager job description; and

WHEREAS, the Village Council determines that the appointment of Huff as Village Manager and the approval of the Employment Agreement are in the best interests of the residents and property owners 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 and incorporated herein.

Section 2. The Village Council hereby formally appoints Charles D. Huff to serves as Village Manager. The Village Council approves an Employment Agreement between the Village and Huff, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution 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 \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of January, 2023, by and between the Village of North Palm Beach, Florida, a Florida municipal corporation ("Village") and Charles D. Huff ("Huff" or "Village Manager").

### **W I T N E S S E T H:**

WHEREAS, the Village desires to employ the services of Huff to serve as Village Manager of the Village of North Palm Beach in accordance with Article IV of the Village Charter; and

WHEREAS, the Village, through its Village Council, desires to provide for certain benefits and compensation for the Village Manager and to establish the terms and conditions of his employment; and

WHEREAS, Huff desires to accept employment as Village Manager under the terms and conditions set forth herein.

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

### **Section 1. Recitals.**

The foregoing recitals are hereby ratified by the parties as true and correct and are incorporated herein.

### **Section 2. Appointment.**

The Village hereby appoints Huff to serve as Village Manager in accordance with Article IV, Section 2 of the Village Charter effective upon execution of this Agreement by both parties, which shall serve as his Employment Date for the purposes of this Agreement. Huff shall serve for an indefinite term, subject to the terms and conditions set forth in this Agreement.

### **Section 3. Duties and Responsibilities.**

A. The Village Council shall establish all Village policies, and the Village Manager shall be responsible for implementing such policies.

B. Huff shall perform the duties and functions of the Village Manager as set forth in the Village Charter, the Village Code of Ordinances, Village Resolutions, and Village policies and procedures, as may be amended from time to time, and shall perform such other duties and functions as the Village Council may assign. Such duties shall specifically include applying for any state beverage licenses necessary for food and beverage operations at the North Palm Beach Country Club.

C. The Village Manager shall remain in the exclusive employ of the Village and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Village Manager shall devote a minimum of forty (40) hours per week in the performance of his duties.

D. The Village Manager shall appoint, and when he deems it necessary for the good of the Village, suspend or remove all Village employees and appointive administrative officers provided for by or under the Village Charter, except as otherwise provided by law, the Village Code of Ordinances or adopted personnel rules and regulations.

#### **Section 4. Salary and Compensation.**

A. As of the effective date of this Agreement, the Village agrees to pay to the Village Manager a base annual salary of \$190,000.00, payable in installments at the same time as other Village employees are paid, for performance pursuant to this Agreement.

B. The Village Council shall review and evaluate the Village Manager's performance on an annual basis on the anniversary of his Employment Date and shall consider appropriate adjustments, if any, to the Village Manager's base annual salary and benefits.

C. Notwithstanding the foregoing, the Village Manager's salary shall not exceed the maximum of any salary range established by the Village Council and adopted as part of the Village's annual Comprehensive Pay Plan.

#### **Section 5. Performance Review.**

A. The Council shall annually review and evaluate the performance of the Village Manager. The review and evaluation shall be in accordance with specific written criteria developed by the Village Council in conjunction with the Village Manager. The Village Council shall provide the Village Manager with an adequate opportunity to discuss the evaluation with the Council, either individually or as a body.

B. The failure of the Village Council to conduct an evaluation or adopt the goals and objectives referenced herein shall not be considered a breach of this Agreement.

#### **Section 6. Removal of the Village Manager.**

A. *Generally.* The Village Manager shall serve at the pleasure of the Village Council and a majority of the members of the Village Council may terminate this Agreement and the Village Manager's employment with the Village at any time, subject to the provisions of this Section.

B. *Termination without just cause.* Should a majority of the members of the Village Council vote to terminate the services of the Village Manager during the term of this Agreement without just cause (as further defined in Section 6.C below), the Village shall:

1. Within ten (10) business days following such vote, pay to the Village Manager all accumulated vacation and sick time in accordance with Village policies and procedures and the terms of this Agreement and all accrued and unpaid salary through the date of termination; and
2. Within thirty (30) calendar days following such vote, pay to the Village Manager a lump sum severance pay equal to twenty (20) weeks of his base annual salary as full and complete payment and satisfaction of any claims of the Village Manager of whatsoever nature arising out of this Agreement. As consideration for such payment, the Village Manager shall, prior to receipt thereof, execute and deliver to the Village a general release of the Village, and its officers, agents and employees for all acts and actions from the beginning of time until the date of the release, said release to be prepared by the Village Attorney.

C. *Termination with just cause.* Should the Village Council terminate the services of the Village Manager for “just cause,” the Village shall have no obligation to make the payments authorized in Section 6.B above, with the exception of accrued and unpaid salary through the date of termination. For purposes of this Agreement, “just cause” includes the following:

1. Failure to follow the directives or requirements established by the Village Council, including the directives and requirements set forth in this Agreement;
2. Conviction or a plea of guilty or nolo contendere to a misdemeanor or felony crime, whether or not adjudication is withheld;
3. Neglect of duty, unwillingness or inability to properly discharge the responsibilities of office;
4. Violation of any substantive Village policy, rule or regulation, which could subject any other Village employee to termination;
5. The commission of any fraudulent act against the interest of the Village;
6. The commission of any act which involves moral turpitude, or which causes the Village disrepute;
7. Violation of the International City/County Management Association Code of Ethics, the State Code of Ethics for Public Officers and Employees, or the Palm Beach County Ethics Code;
8. Failure to qualify for the bond required for the office of Village Manager; and
9. Failure to qualify for the state beverage licenses necessary for food and beverage operations at the Village of North Palm Beach Country Club.

## **Section 7. Benefits.**

### **A. Vacation and Sick Time**

The Village Manager shall continue to accrue vacation and sick leave at the rate and limitation of Village employees having more than ten (10) years of service (up to twenty (20) days or one hundred and sixty (160) hours of vacation leave and twelve (12) days or ninety-six (96) hours of sick leave annually). The Village Manager may be reimbursed for unused vacation leave and sick leave as set forth in the Village's Personnel Rules and Regulations. In the event the Village Manager resigns or is terminated without cause, he shall receive payment equal to one hundred percent (100%) of the accrued and unused days of vacation leave accrued during the two-year period prior to such resignation or termination as set forth in those Regulations. In the event the Village Manager resigns or is terminated without cause, he shall receive payment for unused sick leave equal to fifty percent (50%) of his unused accrued sick leave, not to exceed two hundred and forty (240) hours, as set forth in those Regulations. While the Village Manager may seek reimbursement for unused vacation and sick leave in the same manner as other Village employees during the course of his employment, he shall receive no reimbursement for unused vacation time or sick time in the event he is terminated for cause.

### **B. Holidays**

The Village Manager is entitled to the same paid holidays as Village employees.

### **C. Health Insurance Coverage**

The Village agrees to provide the Village Manager with inclusion in its health, dental and vision insurance programs at the same cost and in the same manner as provided to other Village employees. The Village further agrees to provide the Village Manager with family coverage (spouse and eligible dependents) at no additional cost.

### **D. Life Insurance**

The Village agrees to provide the Village Manager with term life insurance coverage in an amount equal to twice his annual salary for the benefit of his family.

### **E. Retirement**

The Village shall contribute an amount equal to fifteen percent (15%) of the Village Manager's base annual salary into an established 401 retirement plan, which shall provide for immediate vesting. The Village Manager shall be required to provide a contribution of at least three percent (3%) but no more than ten percent (10%) of his base annual salary.

F. Automobile Allowance and Communications Equipment

The Village Manager is required to be on-call for twenty-four (24) hour service. In recognition thereof:

1. The Village shall pay to the Village Manager an automobile allowance of \$700.00 per month for the purpose of reimbursing the Village Manager for his automobile expenses while conducting Village business. Unless otherwise required by law, the Manager shall not be required to supply any receipts or other documentation in order to receive this allowance.
2. The Village shall pay to Manager a cell phone allowance of \$100.00 per month to compensate him for the business use of his personal cell phone or to obtain an additional cell phone for business use.

**Section 8. Professional Development, Outside Activities and Community Involvement.**

A. The Village agrees to pay reasonable and customary travel and subsistence expenses for the Village Manager's travel and attendance at business related conferences and seminars, subject to budget availability.

B. With prior approval of the Village Council, the Village Manager is permitted to engage in additional professional activities, such as teaching and consulting, separate and apart from Village matters, provided said activities do not conflict with or interfere with the performance of the Village Manager's duties and responsibilities.

C. The Village recognizes the desirability of representation in and before local civic organizations and encourages the Village Manager to participate in these organizations to foster a continuing awareness of the Village's activities as well as the community's attitudes and ideas.

**Section 9. Residency.**

Pursuant to Section 2-115 of the Village Code of Ordinances, the Village Council waives the residency requirement, provided, however, that such waiver is subject to revocation as set forth therein.

**Section 10. Voluntary Resignation.**

In the event the Village Manager voluntarily resigns his position with the Village, the Manager shall provide the Village Council with at least sixty (60) days' advance written notice of such resignation. Upon receipt of such written notice, the Council may require the Manager to terminate his employment at any date earlier than that set forth in the notice. Upon such resignation, the Village shall pay to the Village Manager accumulated vacation leave and sick leave in accordance with Section 7.A above and shall pay all accrued and unpaid salary through the date of termination.

## **Section 11. Return of Property.**

Upon termination of the Village Manager's employment with the Village, the Village Manager shall immediately return all Village property including, but not limited to, keys, vehicles, documents and other Village property in the possession or control of the Village Manager.

## **Section 12. Additional Terms and Conditions.**

The Village shall fix any other terms and conditions of employment it may determine from time to time to be necessary and in the Village's best interest relating to the performance of the Village Manager, provided that such terms and conditions are not inconsistent with the provisions of this Agreement, Florida Statutes, or any other law and are agreed to in writing by the Village Manager.

## **Section 13. General Provisions.**

### **A. Entire Agreement**

The provisions of this Agreement constitute the entire understanding between the parties. No other representations or understandings are binding on the Village and the Village Manager unless contained in this or any subsequently adopted agreement.

### **B. Death of Manager**

Upon the Village Manager's death, the Village's obligations under this Agreement shall terminate, with the exception of:

1. Transfer of ownership of any retirement funds to his designated beneficiary or beneficiaries;
2. Payment of all accrued and unpaid salary and accrued vacation and sick time in accordance with the policies applicable to Village employees;
3. Payment of all outstanding medical or dental bills in accordance with the Village's insurance policies or plans; and
4. Payment of all life insurance benefits.

### **C. Governing Law, Venue and Remedies**

This Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that venue of any proceedings arising out of this Agreement shall lie exclusively in Palm Beach County, Florida. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Agreement.



D. Construction of Agreement

The parties acknowledge that each shared equally in the drafting and preparation of this Agreement and, accordingly, no court or administrative officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision shall be construed according to its plain meaning.

E. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed as original, but all of which shall constitute the same instrument.

F. Indemnification

1. The Village shall defend, save harmless, and indemnify the Village Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Village Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting willful and wanton disregard of human rights, safety or property. The Village will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Village shall not be liable for any acts or omissions of the Village Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instance, the Village Manager shall reimburse the Village for any legal fees and expenses the Village has incurred or otherwise paid, for or on his behalf, in connection with the alleged conduct.
2. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in Huff's capacity as Village Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following his employment with the Village.

G. Attorney's Fees

In any litigation between the parties regarding the enforcement or interpretation of this Agreement, the prevailing party to such litigation shall be entitled to recovery from the non-prevailing party reasonable attorney's fees and all costs of litigation (whether or not taxable) at both the trial and appellate levels.

H. Severability

If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to

the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given full force and effect so far as possible.

I. Effective Date

This Agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**VILLAGE:**

Village of North Palm Beach, Florida

By: \_\_\_\_\_  
Deborah Searcy, Mayor

Attest:

\_\_\_\_\_  
Jessica Green, MMC  
Village Clerk

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Leonard G. Rubin  
Village Attorney

Witnessed by:

**VILLAGE MANAGER:**

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

\_\_\_\_\_  
Charles D. Huff

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