



**VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, March 11, 2021
6:30 PM**

Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days prior to the meeting in order to request such assistance.

1. CALL TO ORDER

2. ROLL CALL *Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Gary Ready, Council Member Doug Gunther, Council Member Joni Brinkman, Village Attorney Glen Torcivia, Village Manager Richard Reade, and Village Clerk Kimberly Wynn*

2.1 Oath of Office for Newly-Elected Council Members

2.2 Resolution No. 2021-06 - Reorganization of the Village Council (Designating a New Vice-Mayor & Mayor Pro-Tem)

1. [Proposed Resolution No. 2021-06 - Council Reorganization - Designating a New Vice Mayor and Mayor Pro-Tem](#)

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

6. CONSENT AGENDA *(Public Comment on Consent Agenda Items is permissible prior to voting)*

6.1 Approval of February 11, 2021 Regular Village Council Meeting Minutes

1. [February 11, 2021 Village Council Regular Meeting Minutes](#)

6.2 Appointment to the Joseph L. Fallon Scholarship Selection Committee

1. [Application - Kim Glas-Castro](#)

6.3 Appointments to the Library Board

1. Application - Robin Hughes
2. Application - Lenore DiRienzo
3. Application - Michelle Dunlap

6.4 Appointments to the Planning and Zoning Board

1. Application - Johnnie Tieche
2. Application - James Mandigo

6.5 Appointment to the Parks and Recreation Advisory Board

1. Application - Ms. Ashley Saingilus - Exempt Per F.S. Chapter 119

6.6 Approve Property Improvement Program (PIP) Matching Grant Award - 468 Los Alto Road

1. Property Improvement Grant Agreement - 468 Los Altos Road
2. 468 Los Altos Road - Before and After Photos

6.7 Approve Body Worn Camera Equipment Purchase – Best Interest Acquisition - Police Department (FY 2021 Budget Funded) - WatchGuard

1. Proposed Resolution No. 2021-05 - Body Worn Cameras
2. Proposed Agreement - Watchguard
3. Body Camera Equipment Sale (Agreement) Addendum - Watchguard
4. Municipal Lease Documentation - Watchguard
5. 5-Year Cost Proposal - Watchguard
6. IRS Form 8038-G: Information Return for Tax-Exempt Governmental Bonds
7. Village Attorney Email - Opinion Regarding Lease Purchase.pdf
8. Single Source Distribution Letter - WatchGuard
9. Village of Palm Springs Code of Ordinances - Sec. 58-11 Best Interest Acquisitions

6.8 Approve Professional Services Agreements - 2nd Amendment - Term Extension - Keshavarz & Associates, Calvin Giordano & Associates, Engenuity Group, Eckler Engineering

1. Proposed Amendment No. 2 - Agreement - Keshavarz & Associates
2. Proposed Amendment No. 2 - Agreement - Calvin Giordano & Associates, Inc.
3. Proposed Amendment No. 2 - Agreement - Engenuity Group Inc.
4. Proposed Amendment No. 2 - Agreement - Eckler Engineering, Inc.

6.9 Authorize Vehicle Purchase - Piggyback – IT Department (FY 2021 Budget Funded) - Florida Sheriffs Association/Florida Association of Counties (Auto Nation Chevrolet) Approval

1. Bid Award - Florida Sheriffs Association & Florida Association of Counties
2. 2021 Chevy Bolt EV Quote - Auto Nation
3. Contract Terms & Conditions - Florida Sheriffs Association & Florida Association of Counties
4. 2021 Chevy Bolt EV Approved Bid Pricing - Florida Sheriffs Association & Florida Association of Counties
5. 2021 Chevy Bolt EV - Available Vehicle Options - Florida Sheriffs Association & Florida Association of Counties

6. Village Code of Ordinances - Section 58-9 Assessing Contracts of Other Government Agencies

- 6.10 Approve Change Order No. 2 (Task Order No. 255 - Work Authorization WG-01 - Sub-Phase I) - Park Connector Pathway - Phase I - Alameda Drive (FPL Easement Agreement) - Parks and Recreation Department (FY 2021 Budget Funded - General Fund) - Wantman Group

1. Proposed Change Order #1 - Wantman Group
2. Aerial Map - Overhead Power Lines - Alameda Drive
3. Proposed FPL Electric Utility Easement Form

- 6.11 Resolution No. 2021-03 - Community Development Block Grant (CDBG) - FY 2022 Annual Project - Park Connector Pathway Project - Phase II (Sub-Phase II - IIa)

1. Proposed Resolution No. 2021-04 - CDBG Grant Application
2. FY 2022 CDBG Allocation Funding Notification
3. Park Connector Pathway Map
4. CDBG Target Area Map
5. Proposed CDBG Agreement - Palm Beach County

END OF CONSENT AGENDA

7. PRESENTATIONS

- 7.1 Florida Bicycle Month, Bike Rodeo & Mayor's Ride Proclamation - March 2021

1. Proclamation

- 7.2 Lake Worth Beach Electric Utility Update - Ed Liberty - LWB Electric Utilities Director

8. PUBLIC COMMENT *The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s)*

9. PUBLIC HEARINGS

- 9.1 Resolution No. 2021-02 - Site Plan Amendment (SPR21-01) and One (1) Waiver - The Oaks II - 1212 South Congress Avenue

1. Proposed Resolution No. 2021-02 Site Development Plan Amendment 1212 S. Congress Avenue (SPR21-01)
2. Exhibit "A" - Staff Report & Conditions of Approval
3. Project Narrative and Justification Statement
4. Site Plan, Landscape Plans, Architectural Plans, Civil Plans and Letters
5. Resolution 2017-30 - Approved Site Plan
6. Color Site Plan and Color Rendering
7. Quit-Claim Deed - 1212 South Congress Avenue
8. Aerial Map and Location Map

10. ACTIONS AND REPORTS

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

***THURSDAY, APRIL 8, 2021
AT 6:30 PM***

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Administration

ITEM 2.1: Oath of Office for Newly-Elected Council Members

SUMMARY: Mayor Beverly O. Smith, Council Member Douglas J. Gunther and Council Member Gary M. Ready will be administered the oath of office and sworn into office to serve their new four (4) year term that will expire on March 11, 2025.

FISCAL IMPACT:

The Village Council's oath of office does not have a fiscal impact to the Village.

ATTACHMENTS:



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Administration

ITEM 2.2: Resolution No. 2021-06 - Reorganization of the Village Council (Designating a New Vice-Mayor & Mayor Pro-Tem)

SUMMARY: The Village Charter provides that the Village Council/Mayor would serve a four (4) year term and that all elections are held during an odd numbered year.

This year, the Mayor's seat as well as District 1 and District 3 were expiring in March 2021 and subject to election. However, following the qualification period, each of the three expiring seats on the Council were unopposed. As a result, an election was not held this year and each of the incumbents retained their seats on the Village Council..

Although an election was not held, Section 3.05(a) of the Village Charter requires the nomination and election by Council action of a Vice-Mayor and Mayor Pro-Tem from among its members at the first Regular Council meeting after the General Election (or when the General Election would have been held - March 2021).

The new Vice-Mayor and Mayor Pro-Tem shall serve a one (1) year term until March 2022 (or immediately following the completion of the election canvassing process when required).

FISCAL IMPACT:

The reorganization of the Village Council does not have a fiscal impact to the Village (Designating a New Vice-Mayor & Mayor Pro-Tem)

ATTACHMENTS:

Proposed Resolution No. 2021-06 - Council Reorganization - Designating a New Vice Mayor and Mayor Pro-Tem

RESOLUTION NO. 2021-06

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, DESIGNATING A VICE MAYOR AND MAYOR PRO TEM FOR THE ENSUING YEAR 2021-2022, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.05(a) of the Charter of the Village of Palm Springs requires the Mayor and Council to elect from among its members a Vice Mayor and Mayor Pro Tem; and

WHEREAS, the same section requires this election of a Vice Mayor and Mayor Pro Tem to be done annually at the first Regular Council Meeting after the General Election; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. _____ is hereby elected Vice Mayor and _____ is hereby elected Mayor Pro Tem of the Village of Palm Springs, Florida; and they shall forthwith enter upon and assume the duties of said respective offices for the ensuing year.

Section 2. This Resolution shall become effective immediately upon adoption.

Council Member _____ offered the foregoing Resolution.
Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

Resolution No. 2021-06 – Council Reorganization (Designating a New Vice-Mayor & Mayor Pro Tem)

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
GARY READY, _____	☐	☐	☐
DOUG GUNTHER, _____	☐	☐	☐
JONI BRINKMAN, _____	☐	☐	☐
PATTI WALLER, _____	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of March 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Administration

ITEM 6.1: Approval of February 11, 2021 Regular Village Council Meeting Minutes

SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

February 11, 2021 Village Council Regular Meeting Minutes



VILLAGE COUNCIL MEETING MINUTES
226 CYPRESS LANE | PALM SPRINGS | FLORIDA 33461
FEBRUARY 11, 2021 at 6:30 PM

COUNCIL

- Mayor Bev Smith
- Vice Mayor Patti Waller
- Mayor Pro Tem Gary Ready
- Council Member Doug Gunther
- Council Member Joni Brinkman

ADMINISTRATION

- Village Manager Richard Reade
- Village Attorney Glen Torcivia
- Village Clerk Kimberly Wynn

1. CALL TO ORDER

Mayor Bev Smith called the Village Council Meeting to order at 6:35 PM

2. ROLL CALL

Present: Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Gary Ready
Council Member Doug Gunther, Council Member Joni Brinkman

Absent: None

Staff Present

Village Attorney Glen Torcivia, Village Manager Richard Reade, Village Clerk Kimberly Wynn, Sergeant-at-Arms Tom Ceccarelli, Police Chief, Assistant Village Manager Kim Glas-Castro, Interim Library Director Jossie Maliska, Iramis Cabrera, Interim Planning, Zoning & Building Department, Parks and Recreation Director Justin Lucas and Assistant Public Service Director Chad Girard, Information Technology Director Thomas Cook

3. INVOCATION

The Village Manager led in the invocation.

4. PLEDGE OF ALLEGIANCE

Vice Mayor Waller led in the Pledge of Allegiance.

5. ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

Approve Council Member Gunther made a motion to approve the Agenda as presented, seconded by Mayor Pro Tem Ready. The motion carries 5-0.

The Village Manager informed the Council there were no changes to the agenda. However, he wanted to mention that the General Employees' Pension Board met earlier that afternoon and approved a nomination for an appointment for the 5th Board Member (Bruce Gosman).

Council Member Gunther made a motion to approve the Agenda as presented, seconded by Mayor Pro Tem Ready. The motion carries 5-0.

6. CONSENT AGENDA (*Public Comment on Consent Agenda Items is permissible prior to voting*)

6.1 Approval of January 14, 2021 Village Council Regular Meeting Minutes

- [January 14, 2021 Village Council Regular Meeting Minutes](#)

6.2 Approval of the August 20, 2020 Village Council Meeting Minutes

- [August 20, 2020 Village Council Regular Meeting Minutes](#)

6.3 Appointment to the Transportation Planning Agency (TPA) – Citizen Advisory Committee

- [Mr. Marc Brunner's Application Is Available Upon Request](#)

6.4 Appointment to the General Employees Pension Board of Trustees - 5th Member (Citizen) Trustee

- [Mr. Bruce Gosman's Application is Available Upon Request](#)

6.5 Approve Repair and Calibration Services Agreement - Piggyback - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - PC Controls, Inc.

- Proposed Piggyback Agreement - PC Controls
- Approval to Piggyback - PC Controls
- Village of Wellington - Contract Award - PC Controls Village of Wellington - Bid Tabulation
- Village of Wellington - Bid Response - PC Controls Village of Wellington - Invitation to Bid

6.6 Approval of Employee Medical, Dental & Other Benefits (FY 2021 Budget Funded)

- Employee Benefit Plans - Health & Dental Insurance - Renewal Recommendation - Gehring Group
- Employee Benefit Plans - Health & Dental Insurance - Timeline - Gehring Group
- Employee Benefit Plans - Health & Dental Insurance - Notice to Unions of Proposed Employee Benefits - PBA
- Employee Benefit Plans - Health & Dental Insurance - Notice to Unions of Proposed Employee Benefits - SEIU

6.7 Approve Insurance Broker/Consultant Services - Employee Benefits & Insurance – 3rd Addendum (Renewal) – Gehring Group

- 3rd and Final Addendum to Agreement - Gehring Group
- Letter to Village to Renew Agent of Record Agreement for Employee Benefits - 3rd one-year renewal
- 2nd Addendum to Agreement - Gehring Group
- 1st Addendum to Agreement - Gehring Group Agent of Record Agreement - Gehring Group

END OF CONSENT AGENDA

Approve Vice Mayor Waller made a motion to approve the Consent Agenda, seconded by Council Member Brinkman. The motion carries 5-0.

Vice Mayor Waller made a motion to approve the Consent Agenda, seconded by Council Member Brinkman. The motion carries 5-0.

7. PRESENTATIONS

7.1 Recognizing Nathan G. Allen, Jr. for 15 Years of Dedicated Service to the Village of Palm Springs

- Nathan Allen Jr. Proclamation

7.2 Black History Month Proclamation - February 2021

- [Black History Month Proclamation](#)

7.3 Proclamation Crossing Guard Appreciation Day in Palm Springs - February 5, 2021

- [Proclamation Crossing Guard 2021](#)

8. PUBLIC COMMENT *The public shall be limited to three (3) minutes to speak on agenda or nonagenda item(s)*

Mayor Smith opened the meeting to public comments for agenda and non agenda items. There were no public comments.

9. PUBLIC HEARINGS

9.1 Ordinance No. 2021-01 - Village of Code Amendment - Chapter 10 - Buildings and Building Regulations (*Second Reading*)

- [Proposed Ordinance No. 2021-01 - Adopting the Florida Building Code \(7th Edition - 2020\) & the Chapter One Amendments - Village Code](#)
- [PBC Building Code Advisory Board - Proposed Chapter One Amendments - Model Language](#)
- [Lake Worth Herald Advertisement for Ordinance No. 2021-01 - January 28, 2021](#)

Mayor Smith introduced Ordinance No. 2021-01. The Village Clerk, Ms. Wynn informed the Council that Ordinance No. 2021-01 was advertised in the Lake Worth Herald on January 28, 2021. Village Attorney, Mr. Torcivia, read the title of the caption into the record. The Village Manager stated that staff presented their report on the First Reading. Also, the Planning & Zoning Board asked several questions regarding the roofing section of the proposed amendment during their December 8, 2020 meeting (the proposed amendments within Chapter 10 of Village Code do not come under their purview and a recommendation to the Village Council was not provided).

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Village Attorney and the Interim Building Official.

Mayor Smith offered the public and Council the opportunity to speak on Ordinance No. 2021-01. There were no further comments.

Mayor Pro Tem Ready made a motion to approve Ordinance No. 2021-01, seconded by Vice Mayor Waller. There was a roll call vote. Vice Mayor - Yes, Mayor Pro Tem Ready - Yes, Council Member Gunther - Yes, Council Member Brinkman - Yes and Mayor Smith - Yes. The motion carries 5-0.

10. ACTIONS AND REPORTS

There were no Actions and Reports.

11. VILLAGE MANAGER COMMENTS

The Village Manager thanked Gehring Group for keeping the healthcare benefits premium low. He reported that there would be a Watch-A-Truck Event on February 13, 2021 from 10:00 AM - 1:00 PM. The event was scaled down because of the COVID pandemic. He stated that tax service preparation (VITA) started at the library. The Village Manager thanked the Mr. Torcivia, Ms. Garrett (Village Attorneys), Mrs. Glas-Castro, Assistant Village Manager, Police Chief Ceccarelli, and Assistant Police Chief Perez for their work and effort with the Cidra Church event. Representative Silvers was hosting an event on Tuesday where Federal Assistance was requested. He announced that the Village could potentially receive a significant match (about 50 percent). He asked the Council to respond to an email invite for two (2) ribbon-cutting events at Pathway Palm Park and the new Ballpark Field. The events are tentatively scheduled within the next 2-3 weeks (possibly on March 13th). They would like to do the event on Saturday at approximately 9:00 AM during Family Fun Day.

The Village Manager introduced Ms. Iramis Cabrera, as the new Interim Planning, Zoning & Building Director and Ms. Glas-Castro as the new Assistant Village Manager.

12. VILLAGE COUNCIL COMMENTS

Mayor Pro Tem Ready recounted the events he attended. He discussed his Salvation Army Board meeting and the decrease in volunteerism over the holidays; however, there were more donations. Council Member Gunther thanked staff and the Village Attorneys and recognized Officer Allen on his retirement.

Council Member Brinkman was pleased with the new library hours on Tuesday, Thursday, and Saturday. She also questioned if it was the Village's traffic counter that was out on the

street. Mrs. Glas-Castro responded, yes, the traffic counter was part of the traffic study mobility plan. She said they (Consultants) have discussed concerns, opportunities with the steering committee. Mrs. Glas-Castro said the feedback is based on data collected from traffic officers and citizens where there is speeding. The counters measure trips and speed. Council Member Brinkman said she saw a traffic counter on Dolan (Road) and Greenbrier (Drive) and asked about other locations (Emilio Lane). Mayor Smith said that she had two complaints from residents this week about speeding on Cypress on Davis. She suggested a sign be placed in the area.

Council Member Brinkman said that she understood that the Village is working with Simmons & White as traffic consultants. She stated that she understood that they are working to establish roadways and thresh holds that the Village could propose to the County. She said that the County expected the Village to get things done before May and not wait later. The Village Manager said that staff met with Simmons a White and another meeting was planned. Vice Mayor Waller congratulated Officer Allen on his retirement and announced her husband (George) had a birthday coming, he would be 90-years old. The Council congratulated Ms. Cabrera and Mrs. Glas-Castro on their new positions.

Mayor Smith reported that there was an issue at Foxtail Palm Park with the pond. She said that the liner appeared to have air bubbles on the top. Mr. Lucas explained that there were issues with the lake liner bubbling, then rupturing. He said that the staff is working with Engenuity (Engineer of Record), to get that removed. She reported that the pedestrian crossing lights on the west side by the library are out again. Mayor Smith also talked about the traffic light on Congress and Greenbrier. She said that a pedestrian was at the light, and he began to approach from the east side. The car hit the pedestrian and was honking the horn. Council Member Brinkman explained the possible scenario, and Chief Ceccarelli said the Police Department would check. She mentioned the police body cameras and the possibility of them being on the next agenda. The Village Manager explained the financial challenge with the funding source and language. Mayor Smith requested that the Village Manager provide the number of calls received by Palm Beach County Fire Rescue outside of Palm Springs. The Village Manager stated that he had a meeting scheduled next week.

The Village Attorney, Mr. Torcivia talked about the Cidra Church event and how it was handled by staff. He thanked the Village Manager, Mrs. Glas-Castro, Ms. Wynn, Chief Ceccarelli, Assistant Police Chief Perez, Police Support Manager, Edgar Morley for their assistance.

13. ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:16 PM.

Next Meeting

Thursday, March 11, 2021 at 6:30 PM

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that 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. Persons who need accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 business days prior to the meeting in order to request such assistance.

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that 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. Persons who need an accommodation to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 business days prior to the meeting to request such assistance.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **February 11, 2021** Which minutes were formally approved and adopted by the Village Council on **March 11, 2021.**

Kimberly M. Wynn, Village Clerk

ATTEST:

Bev Smith, Mayor



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Administration

ITEM 6.2: Appointment to the Joseph L. Fallon Scholarship Selection Committee

SUMMARY:

Currently, there is one (1) vacancy on the Joseph L. Fallon Scholarship Selection Committee, due to the resignation of Ms. Suvi Manner - Library Director (appointed as Regular Member on February 8, 2018).

Mrs. Kim Glas-Castro, Assistant Village Manager, has expressed an interest in serving as a Regular Member. If approved, Mrs. Glas-Castro would serve for a term that will expire following her resignation from the Village or the Committee.

Note: Ms. Glas-Castro has agreed to serve in this capacity until the selection/appointment of the Village's new, permanent Library Director.

If the appointment is approved, there would be no vacancies on the Fallon Scholarship Selection Committee.

FISCAL IMPACT:

The proposed appointment will not have a fiscal impact to the Village.

ATTACHMENTS:

Application - Kim Glas-Castro

226 Cypress Lane • Palm Springs, FL 33461
Village Clerk Office
☎ (561) 965-4010 • FAX (561) 304-4602



**APPLICATION FOR APPOINTMENT to
ADVISORY BOARD and COMMITTEES**

NAME: Kim Glas-Castro

HOME PHONE: 561-434-5086

EMAIL ADDRESS: kglas-castro@vpsfl.org

CELL PHONE:

ADDRESS: 226 Cypress Lane

OCCUPATION: Asst Village Mgr

BUSINESS: Village of Palm Springs

BUSINESS PHONE: 561-434-5086

BUSINESS ADDRESS:

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE:

Are you a registered voter?

☒ Yes ☐ No **What County?**

Do you currently serve on a board?

☐ Yes ☒ No **If yes, which one(s)?**

Why are you interested in serving on this board? Fallon Scholarship Committee

Please indicate on which board you wish to serve. If more than one, list in order of preference.

- | | |
|--|---|
| ☐ Construction Board of Adjustment and Appeals | ☐ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surtax Citizens' Oversight Committee | ☒ Other |
| ☐ Library Board | |

Signature

Date:

2-11-21



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Administration

ITEM 6.3: Appointments to the Library Board

SUMMARY:

Currently, there are three (3) Regular member (upcoming) vacancies on the Library Board due to the expiration of Mr. Robin Hughes (reappointed as a Regular Member on November 8, 2018), Ms. Michelle Dunlap (reappointed as a Regular Member on November 8, 2018) and Mrs. Lenore (reappointed as a Regular Member on November 8, 2018).

Ms. Robin Hughes has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board. If appointed, she would serve a three (3) year term expiring May 14, 2024.

Ms. Lenore DiRienzo has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board. If appointed, she would serve a three (3) year term expiring May 14, 2024.

Ms. Michelle Dunlap has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board. If appointed, she would serve a three (3) year term expiring May 14, 2024. If the proposed appointments are approved, there would be three (3) Regular Member vacancies on the Library Board.

FISCAL IMPACT:

The proposed appointments do not have a fiscal impact to the Village.

ATTACHMENTS:

Application - Robin Hughes

Application - Lenore DiRienzo

Application - Michelle Dunlap

226 Cypress Lane ■ Palm Springs, FL 33461
Village Clerk Office
☎ (561) 965-4010 ■ FAX (561) 304-4602



**APPLICATION FOR APPOINTMENT to
ADVISORY BOARD and COMMITTEES**

NAME: Robin Hughes

HOME PHONE: None

EMAIL ADDRESS: rhughes@lwcs.org

CELL PHONE: 561 707-0051

ADDRESS: 260 Alemeda Drive #14 Palm Springs

OCCUPATION: Teacher

BUSINESS:

BUSINESS PHONE:

BUSINESS ADDRESS:

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: College Degree - Teaching since 1979

Are you a registered voter?

☒ Yes ☐ No

What County? Palm Beach

Do you currently serve on a board?

☒ Yes ☐ No

If yes, which one(s)? Library Board

Why are you interested in serving on this board?

Currently vice-chair of Library Board

Please indicate on which board you wish to serve. If more than one, list in order of preference.

- | | |
|--|---|
| ☐ Construction Board of Adjustment and Appeals | ☐ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surtax Citizens' Oversight Committee | ☐ Other |
| ☒ Library Board | |

Signature

Date:

2/25/21

226 Cypress Lane • Palm Springs, FL 33461
Village Clerk Office
☎ (561) 965-4010 • FAX (561) 304-4602



**APPLICATION FOR APPOINTMENT to
ADVISORY BOARD and COMMITTEES**

NAME: Lenore DiRlenzo

HOME PHONE: 561-313-3101

EMAIL ADDRESS: ricknor33406@yahoo.com

CELL PHONE: same

ADDRESS: 353 Lanier Drive, Palm Springs, FL 33461

OCCUPATION: Occupational Therapist

BUSINESS: Child's Pose O.T.

BUSINESS PHONE: same

BUSINESS ADDRESS: same as above

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: B.A. in English, Villanova University, M.S. in Occupational Therapy, Boston University, Practicing pediatric O.T. since 1996

Are you a registered voter?

☒ Yes ☐ No

What County? Palm Beach

Do you currently serve on a board?

☒ Yes ☐ No

If yes, which one(s)? Library

Why are you interested in serving on this board? I have always loved, appreciated and frequented libraries and feel the access to and availability of books and media, as well as the community centered activities and opportunities offered, provide such rich experience and knowledge to people of all ages and enhance and empower the members of our community.

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals

☐ Planning & Zoning Board

☐ General Employees' Pension Board of Trustees

☐ Parks & Recreation Board

☐ Grievance Board

☐ Police Employees Pension Board of Trustees

☐ Infrastructure Surtax Citizens' Oversight Committee ☐ Other

☒ Library Board

Signature _____

03/01/2021

Date: _____

* Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure.

226 Cypress Lane ■ Palm Springs, FL 33461
Village Clerk Office
☎ (561) 965-4010 ■ FAX (561) 304-4602



**APPLICATION FOR APPOINTMENT to
ADVISORY BOARD and COMMITTEES**

NAME: Michelle Dunlap

HOME PHONE: 561-906-2862

EMAIL ADDRESS: dunlapmichellefl@gmail.com

CELL PHONE: 561-906-2862

ADDRESS: 449 San Mateo Drive

OCCUPATION: Teacher

BUSINESS: South Olive Elementary School

BUSINESS PHONE: 561-202-0200

BUSINESS ADDRESS: 7101 South Olive Avenue West Palm Beach, FL 33405

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: BS Degree in Elementary Education and Psychology. Educator in Palm Beach County since 1984. Currently the Educational Media Specialist at South Olive Elementary School

Are you a registered voter? ☒ Yes ☐ No **What County?** PBC

Do you currently serve on a board? ☒ Yes ☐ No **If yes, which one(s)?** VPS Library Board

Why are you interested in serving on this board? The library is the heart and hub of our community. Helping to guide programming and support community outreaches is important to me. Encouraging our youth to read and think is important to our future. I love our library. Currently vice-chair of Library Board

Please indicate on which board you wish to serve. If more than one, list in order of preference.

- | | |
|--|---|
| ☐ Construction Board of Adjustment and Appeals | ☐ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surtax Citizens' Oversight Committee | ☐ Other |
| ☒ Library Board | |

Signature Michelle Dunlap Date: 3-4-21



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Administration

ITEM 6.4: Appointments to the Planning and Zoning Board

SUMMARY:

Currently, there are two (2) Regular member (upcoming) vacancies on the Planning and Zoning Advisory Board due to the expiration of Mr. James Mandigo (reappointed as a Regular Member on October 24, 2018) and Mr. Johnnie Tieche (reappointed as a Regular member on September 27, 2018).

Mr. Tieche has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board (currently serving as Chair). If appointed, he would serve a three (3) year term ending on May 14, 2024.

Mr. James Mandigo has expressed an interest in continuing to serve as a Regular Member and has been a valuable asset to this Board. If appointed, he would serve a three (3) year term ending on May 14, 2024.

If the proposed appointments are approved, there would be no vacancies on the Planning and Zoning Board.

FISCAL IMPACT:

The proposed appointments do not have a fiscal impact to the Village.

ATTACHMENTS:

Application - Johnnie Tieche

Application - James Mandigo

226 Cypress Lane • Palm Springs, FL 33461
Village Clerk Office
☎ (361) 965-4010 • FAX (361) 304-4602



Not recommended

**APPLICATION FOR APPOINTMENT to
ADVISORY BOARD and COMMITTEES**

NAME: Johnnie Tiechwe HOME PHONE: 561-601-7946
EMAIL ADDRESS: tiechwej@bellsouth.net HOME PHONE: 561-601-7946
ADDRESS: 305 Winged Foot Road
OCCUPATION: Retired (Quality Engineer)
BUSINESS: Communication (Telephone) BUSINESS PHONE: NA
BUSINESS ADDRESS: NA
BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: NA

Are you a registered voter? ☒ Yes ☐ No What County? Palm Beach
Do you currently serve on a board? ☒ Yes ☐ No If yes, which one(s)? Planning & Zoning Board

Why are you interested in serving on this board?
To help keep the Village of Palm Springs a great place to call home.

Please indicate on which board you wish to serve. If more than one, list in order of preference.

- | | |
|---|---|
| ☐ Construction Board of Adjustment and Appeals | ☒ Planning & Zoning Board |
| ☐ General Employees' Pension Board of Trustees | ☐ Parks & Recreation Board |
| ☐ Grievance Board | ☐ Police Employees Pension Board of Trustees |
| ☐ Infrastructure Surface Citizens' Oversight Committee | ☐ Other |
| ☐ Library Board | |

Signature

Johnnie R. Tiechwe

Date:

2/20/2021

* Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure.

226 Cypress Lane ■ Palm Springs, FL 33461
Village Clerk Office
☎ (561) 965-4010 ■ FAX (561) 304-4602



**APPLICATION FOR APPOINTMENT to
ADVISORY BOARD and COMMITTEES**

NAME: James mandigo

HOME PHONE: 561.432.3700

EMAIL ADDRESS: jmandigo353@gmail.com

CELL PHONE: 561.685.8857

ADDRESS: 3695 Patio Court Palm Springs, FL 33461

OCCUPATION: Construction Project Manager

BUSINESS: n/a

BUSINESS PHONE:

BUSINESS ADDRESS:

BRIEF DESCRIPTION OF EDUCATION OR EXPERIENCE: 2 yr. AA Degree Palm Beach State College '78
4 yr. Degree in JATC Training Local 630, State Lic. Plumbing Contractor 2003

Are you a registered voter?

☒ Yes ☐ No

What County? Palm Beach

Do you currently serve on a board?

☒ Yes ☐ No

If yes, which one(s)? Planning & Zoning

Why are you interested in serving on this board? n/a

Currently vice-chair of Library Board

Please indicate on which board you wish to serve. If more than one, list in order of preference.

☐ Construction Board of Adjustment and Appeals

☒ Planning & Zoning Board

☐ General Employees' Pension Board of Trustees

☐ Parks & Recreation Board

☐ Grievance Board

☐ Police Employees Pension Board of Trustees

☐ Infrastructure Surtax Citizens' Oversight Committee ☐ Other

☐ Library Board

Signature **James A. Mandigo**

Digitally signed by James A. Mandigo
DN: C=US, E=jmandigo353@gmail.com, CN=James A.
Mandigo
Date: 2021.02.24 15:30:37-05'00'

Date: 2/24/2021



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Administration

ITEM 6.5: Appointment to the Parks and Recreation Advisory Board

SUMMARY:

Currently, there is one (1) Regular Member vacancy and one (1) Junior Alternate Member vacancy on the Parks and Recreation Board as a result of the relocation out of the Village by Mr. Shannon Sagan (appointed as a Regular Member in June 2016).

Ms. Ashley Saingilus has expressed an interest in serving as a Regular Member (previously appointed as a Senior Alternate in May 2019). If appointed, she would serve a three (3) year term expiring on May 14, 2024.

If the proposed appointment is approved, there would be one (1) Senior Alternate Member and one (1) Junior Alternate Member vacancy on the Parks and Recreation Board.

FISCAL IMPACT:

The proposed appointment will not have a fiscal impact to the Village.

ATTACHMENTS:

Application - Ms. Ashley Saingilus - Exempt Per F.S. Chapter 119

EXEMPT PER
FLORIDA STATUTES
CHAPTER 119



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 6.6: Approve Property Improvement Program (PIP) Matching Grant Award - 468 Los Alto Road

SUMMARY:

The Village's Property Improvement Program (PIP) Committee is recommending that one (1) grant award be approved for a property owner who has completed an improvement project to their property and has filed the necessary documentation to receive matching grant funding under this program:

- Owner/Resident: Elio Garcia
- Address: 468 Los Altos Road
- Project: Replaced 19 non-impact windows
- Eligible (Project) Cost(s): \$15,000
- Matching Grant Awards: \$ 5,000

The PIP Selection Committee met on September 8, 2020 and recommended approval of the grant award (up to 50% of \$5,000). If approved by the Village Council and due to the COVID-19 pandemic, the awardee will be mailed his check and may be acknowledged at a future Village Council meeting.

FISCAL IMPACT:

Funding to support the proposed award is available within the FY 2021 Budget - General Fund.

ATTACHMENTS:

Property Improvement Grant Agreement - 468 Los Altos Road
468 Los Altos Road - Before and After Photos



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 15th day of September 2020, by and between the VILLAGE OF PALM SPRINGS and Elio Garcia (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 468 Los Altos Road; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the existing windows with non-impact windows or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$5,000.00**. In no event shall the Village's reimbursement costs exceed **\$5,000.00**.
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: Elio Garcia
Print Name: Elio Garcia

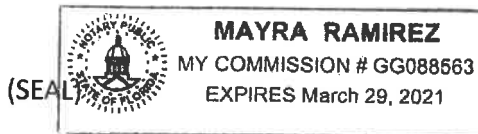
VILLAGE OF PALM SPRINGS

BY: [Signature]
Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 18 day of October, 2020 by Elio Garcia (name of person acknowledging), who is personally known to me or who has produced FL-D.R. Lic. (type of identification) as identification.



[Signature]
Signature of Notary Public – State of Florida



BEFORE



AFTER



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Police

ITEM 6.7: Approve Body Worn Camera Equipment Purchase – Best Interest Acquisition - Police Department (FY 2021 Budget Funded) - WatchGuard

SUMMARY:

The Police Department has a need to purchase fifty (50) new body camera systems to support the department's officer Body Worn Camera (BWC) initiative in an effort to better protect our police officers and our community while also providing increased transparency related to policing issues within the Village. The proposed body camera program would be a critical new component within the Village's daily policing operations. As a result, the Village's Police Department is recommending the purchase of the Watchguard Body Worn Camera system for police personnel in the amount of \$314,899.50, which will be paid in equal amounts (\$62,979.90 per year) over a five (5) year period.

The Police Department received a quote, from Watchguard, to purchase/provide a new BWC system, which would integrate with the Village existing in-car camera video system, in the amount of \$62,979.90. The proposed BWC system, if approved, would include fifty (50) body worn cameras, fifty (50) spare batteries, two (2) transfer station kits, a five (5) year no-fault hardware warranty, a redaction software system, and cloud storage. The proposed Watchguard BWC system is recommended by staff for the following reasons:

- The proposed Watchguard BWC system would immediately integrate with the Village's existing in-car camera system and would replace the current in-car camera mic with the body camera
- The Police department would be able to utilize the same video retention method and video management software for both the new BWC system and the existing in-car camera system
- The body camera video and in-car video will sync for playback and be stored under the same case file

- A similar camera system may be considered, however, the Village would be required to purchase and maintain two (2) separate systems for video storage/retrieval, redaction and evidence management, which would require a significant amount of additional funding and staffing costs

Note: The Village has invested more than \$370,000 into the existing WatchGuard equipment that is being utilized as part of our in-car camera program for all road patrol vehicles since 2007.

As a result of the proprietary nature of this system and the integration that it would provide into our existing in-car camera system, the proposed Watchguard Body Worn Camera system may be considered a sole source system. Thus, for the reasons outlined above, it is recommended that the Village acquire the Watchguard Body Worn Camera system under the Village's Purchasing Code - Section 58.11 - Best Interest Acquisition, which provides that the Village may acquire or contract for the non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5's) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda.

If approved, the Village would accept Watchguard's terms, conditions and pricing therein. The total cost for this new BWC system would be \$314,899.50, which will be paid in equal amounts (\$62,979.90 per year) over a five (5) year period. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed agreement(s) were prepared by Watchguard and reviewed by the Village Attorney, the Police Chief, the PD Support Services Manager and the Finance Director.

The Village has purchased and installed equipment from this vendor previously and they have provided a quality product.

FISCAL IMPACT:

Funding to support the proposed purchase is available within the FY 2021 Budget – Police Department: Other Contractual Services.

<i>Allocated/Estimated Project Funding:</i>	<i>Amount</i>
FY 2021 Approved Budget – General Fund	\$ 66,000.00
FY 2022 Requested Budget – General Fund	\$ 62,979.90
FY 2023 Requested Budget – General Fund	\$ 62,979.90
FY 2024 Requested Budget – General Fund	\$ 62,979.90
FY 2025 Requested Budget – General Fund	\$ 62,979.90
Total Allocated/Estimated Project Funding	\$317,919.60

<u>Expected Actual Project Costs:</u>	<u>Amount</u>
FY 2021 Project/Equipment Cost - Actual	\$ 62,979.90
FY 2022 Project/Equipment Cost - Estimated/Requested	\$ 62,979.90
FY 2023 Project/Equipment Cost - Estimated/Requested	\$ 62,979.90
FY 2024 Project/Equipment Cost - Estimated/Requested	\$ 62,979.90
FY 2025 Project/Equipment Cost - Estimated/Requested	\$ 62,979.90
Total Expected/Actual Project/Equipment Costs	\$314,899.50

The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed Resolution No. 2021-05 - Body Worn Cameras

Proposed Agreement - Watchguard

Body Camera Equipment Sale (Agreement) Addendum - Watchguard

Municipal Lease Documentation - Watchguard

5-Year Cost Proposal - Watchguard

IRS Form 8038-G: Information Return for Tax-Exempt Governmental Bonds

Village Attorney Email - Opinion Regarding Lease Purchase.pdf

Single Source Distribution Letter - WatchGuard

Village of Palm Springs Code of Ordinances - Sec. 58-11 Best Interest Acquisitions

RESOLUTION NO. 2021-05

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WATCHGUARD, INC. FOR THE PURCHASE OF BODY WORN CAMERA EQUIPMENT, SOFTWARE, DATA STORAGE, AND RELATED SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs Police Department (“the Department”) desires to implement the use of body-worn cameras (“BWC’s”) by officers in the field to record police interactions with members of the public; and

WHEREAS, the use of BWC’s to record police officer interactions with members of the public serves to enhance the public trust and assists police departments in the supervision, training, and discipline of its officers, and

WHEREAS, the availability of BWC recordings also provides police departments with an important law enforcement tool; and

WHEREAS, video recordings from BWC’s further provide an important tool in defending police officer conduct and ensuring police officer accountability; and

WHEREAS, Section 58-11 of the Village of Palm Springs Code of Ordinances provides that the Village may acquire or contract for non-real property, goods, or services without utilizing the competitive selection purchase requirements where the village council declares by at least a four-fifths affirmative vote that the competitive selection process is not in the best interest of the village; and

WHEREAS, WatchGuard Inc. (“WatchGuard”), a wholly owned subsidiary of Motorola Solutions, Inc., is one of the major providers of law enforcement video recording equipment and services in the United States, and

Resolution No. 2021-05 Watchguard Body Camera

WHEREAS, the Department currently uses WatchGuard video equipment, software, and data storage services for its patrol vehicles, and has been well satisfied with the quality of same; and

WHEREAS, the use of different systems for BWC and patrol vehicle video recording and data storage would present significant financial and practical inefficiencies that would be detrimental to the program and diminish its effectiveness; and

WHEREAS, WatchGuard has provided a cost proposal for equipment and services that is comparable to, or less than, the cost of obtaining the equipment and services from another provider; and

WHEREAS, the WatchGuard proposal includes a lease-purchase agreement for the equipment that allows the equipment costs to be paid over five (5) years by the Village; and

WHEREAS, the Village Council, as governing body of the Village of Palm Springs, has further determined that a true and very real need exists for the acquisition of the equipment described in the lease-purchase agreement, as well as for the accompanying software and data storage services; and

WHEREAS, for the reasons set forth above, the Village Council has determined that the competitive selection process is not in the best interest of the Village; and

WHEREAS, the Village Council desires to authorize the Mayor to execute the attached Agreement with WatchGuard, Inc., consisting of the Software as a Service Subscription Agreement, Equipment Sale Addendum, and Lease Purchase Agreement and all exhibits and attachments thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, THAT:

Section 1. The recitations set forth above are true, accurate and correct and are incorporated herein as the findings of the Village Council.

Section 2. That the Mayor is authorized to execute the Agreement attached to this Resolution and made a part hereof.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

Council Member _____ offered the foregoing Motion to approve the Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐

Resolution No. 2021-05 Watchguard Body Camera

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Agreement No. [●]

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT
For
EVIDENCELIBRARY.COM

This Software as a Service Agreement (this "Agreement") is entered into on [DATE] by and between WatchGuard, Inc., a wholly owned subsidiary of Motorola Solutions, Inc., a Delaware corporation with offices located at 415 E. Exchange Parkway, Allen, TX 75002 ("Provider", "we" or "us") and the City of Palm Springs, Florida ("Customer" or "you"), to become effective on the Service Date, as defined below.

WHEREAS, Provider provides access to its software-as-a-service offerings to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

"Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

"Confidential Information" has the meaning set forth in Section 9.1.

"Contract Price" means the price for the Hardware and Software Services, excluding applicable sales or similar taxes and freight charges.

"Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

“Customer Failure” has the meaning set forth in Section 4.2.

“Customer Indemnatee” has the meaning set forth in Section 12.1.

“Customer Systems” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

“Disclosing Party” has the meaning set forth in Section 9.1.

“Documentation” means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“Fees” has the meaning set forth in Section 8.1.

“Force Majeure Event” has the meaning set forth in Section 15.9.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

“Indemnatee” has the meaning set forth in Section 12.3.

“Indemnitor” has the meaning set forth in Section 12.3.

“Initial Term” has the meaning set forth in Section 14.1.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Losses” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Permitted Use” means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

"Provider Disabling Device" means any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

"Provider Indemnitee" has the meaning set forth in Section 12.2.

"Provider Materials" means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Provider Personnel" means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

"Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

"Receiving Party" has the meaning set forth in Section 9.1.

"Renewal Term" has the meaning set forth in Section 14.2.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Resultant Data" means data and information related to Customer's use of the Services and/or information compiled from Customer Data that is used by Provider in an aggregate and anonymized manner, for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or Customer-requested maintenance, repairs, analytical or diagnostic services related to the Services, Provider Systems or Customer Data; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement, Service Level performance metrics, or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.

"Scheduled Downtime" has the meaning set forth in Exhibit B.

"Service Allocation" has the meaning set forth in Section 3.4.

"Service Credit" has the meaning set forth in Exhibit B.

"Service Date" is the date on which the Customer begins to use the Services.

“Service Level Failure” has the meaning set forth in Exhibit B.

“Services” means the software-as-a-service offering described in Exhibit A.

“Specifications” means the specifications for the Services set forth in Exhibit B.

“Subcontractor” has the meaning set forth in Section 2.7.

“Support Services” has the meaning set forth in Section 5.4.

“Term” has the meaning set forth in Section 14.2.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on you and your Authorized Users’ compliance with the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Service Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party’s primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. We reserve the right, in our sole discretion, to make any changes to the Services and Provider Materials that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, (ii) the competitive strength of or market for our services, or (iii) the Services' cost efficiency or performance; or (2) to comply with applicable Law. We will notify you of any material change to the Services or Provider Materials.

(b) Changes to this Agreement. The Parties may revise, update or supplement this Agreement from time to time. Any such revision, update or supplement shall become effective immediately. The Parties will need to execute a written document highlighting changes to this Agreement for the continued use of the Services as revised, updated or supplemented.

2.7 Subcontractors. We may from time to time in our discretion engage third parties to perform Services (each, a "Subcontractor"). The Customer will be notified prior to engaging a Subcontractor and approval will be required but not rejected without a justifiable reason for denying it.

2.8 Suspension or Termination of Services. We may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny your, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires us to do so; or (b) we reasonably believe that: (i) you or any Authorized User have failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) you or any Authorized User are, have been, or are likely (in our reasonable judgment) to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. If we suspend your right to access the Services you will remain responsible for payment of Fees you incur during the period of suspension and you will not be entitled to Service Credits during the period of suspension. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Agreement.

The Customer shall have the right to terminate this Agreement at any time with or without cause. Upon termination, the Customer shall only be responsible for the costs incurred to the date of termination.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;

(g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or

(j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the two designated levels of usage and data storage available for Customer Data (each a "Service Allocation"). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable Specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that (a) we have no obligation to allow you to exceed your then-current Service Allocation; and (b) you are not entitled to any Service Level Credits for periods during which your use of the Services exceeds your then-current Service Allocation, regardless of whether the Services fail to meet the availability requirements (as defined in Exhibit B) during such period.

3.3 Data Storage. The Customer Data will be stored in a secure, general purpose storage account in a Microsoft Azure data center ("Microsoft" and "MS Data Center") that is located within the United States and that will be compliant with the FBI's Criminal Justice Information Services ("CJIS") requirements. You agree that we may transfer the Customer Data to the MS Data Center; provided, however, that except as otherwise provided in this Agreement, you shall retain all right, title and interest in and to the Customer Data at all times, wherever located or stored, and whether in transit or at rest.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Agreement; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data .

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your

obligations under this Agreement (each, a “Customer Failure”).

4.3 Corrective Action and Notice. If you become aware of any actual or threatened activity prohibited by Section 3.1, you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify us of any such actual or threatened activity.

5. Service Levels and Credits.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, we will use commercially reasonable efforts to make the Services Available as set forth in Exhibit B.

5.2 Service Level Failures and Remedies. In the event of a Service Level Failure, we shall issue a credit to you according to the process specified in Exhibit B.

5.3 Scheduled Downtime. We will use commercially reasonable efforts to schedule Scheduled Downtime at the times and according to the processes set forth in Exhibit B.

5.4 Service Support. The Services include our standard customer support services (“Support Services”) in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. We will take reasonable measures to provide for Customer Data redundancy by providing for three (3) copies of the Customer Data to be maintained in locally redundant storage (“LRS”) within the MS Data Center in which the Customer Data resides. At your request, we may provide for geo-redundant storage (“GRS”) for replication of the Customer Data in a secondary MS Data Center that is geographically distant from the first MS Data Center. A GRS election is considered an upgrade of the standard LRS account and will require payment of additional Fees and execution of an addendum to this Agreement. You are responsible for implementing and maintaining all such Customer Data backup and disaster recovery processes you deem appropriate for your local computer systems and information technology infrastructure.

7. Security.

7.1 Provider Systems and Security Obligations. Without limiting the representations, warranties and disclaimers in Section 11 or your obligations under Sections 6, 7.4 and 7.5, we will implement reasonable and appropriate measures designed to help you secure the Customer Data against unlawful loss, access or disclosure. However, (i) we are not responsible for the accuracy, completeness or success of any efforts for replication, restoration, or recovery of Customer Data that you or Microsoft may take; and (ii) we are not liable for damage to, or loss or corruption of Customer Data from any cause, including failure of any storage, replication or redundancy capabilities of any MS Data Center(s) in which Customer Data may be located.

7.2 Data Privacy. Subject to the rights granted to us in Section 10.3, we will not access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you notice of any such legal requirement or order.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations (“ITAR”) related data, (each of the foregoing, “Prohibited Data”). You shall not, and shall not permit any Authorized User

or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

7.4 Customer Control and Responsibility. (a) You have and will retain sole responsibility for: (1) all Customer Data, including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services ("Customer Systems"); (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we do not operate or control ("Third-Party Services"). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Agreement.

7.5 Access and Security. You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8. Fees and Payment

8.1 Fees. You agree to pay us the fees set forth in Exhibit A ("Fees") in accordance with this Section 8. Payment will be due 30 days from the invoice date. In the event of non-payment or late payment, the Provider reserves the right to suspend or terminate the agreement. **For Hardware and Software Services purchased and financed through Provider, please refer to the payment schedule included in the Lease-Purchase Agreement.**

8.2 Taxes. All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, you are responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on our income.

9. Confidentiality

9.1 Confidential Information. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 9.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving

Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.
- (f) notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

10. Intellectual Property Rights.

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We

expressly retain all other rights in and to the Provider Materials. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data. As between you and us, you are and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Customer Data. You hereby irrevocably grant all such rights and permissions in or relating to Customer Data as are necessary or useful to us, our Subcontractors, and Provider Personnel to (a) provide the Services, (b) enforce this Agreement, (c) compile the Resultant Data, and (d) exercise such rights as we, our Subcontractors, and Provider Personnel may require to perform our obligations hereunder.

11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Agreement.

11.2 Customer Representations, Warranties, and Covenants. You represent, warrant, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1 Provider Indemnification. We agree to indemnify, defend, and hold harmless you and your officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "Customer Indemnitee") from and against any and all Losses incurred by you or a Customer Indemnitee resulting from any Action by a third party (other than your Affiliate) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from the gross negligence, recklessness, or willful misconduct by us in connection with this Agreement.

We also agree to indemnify, defend, and hold harmless you and a Customer Indemnitee(s) from and against any and all Losses incurred by you or a Customer Indemnitee resulting from any Action by a third party (other than your Affiliate) that your use or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's U.S. Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- (a) Third-Party Materials or Customer Data;

(b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service that we did not provide or that was not specified for your use in the Documentation;

(c) modification of the Provider Materials other than: (i) by or on behalf of us; or (ii) with our written approval in accordance with our written specification;

(d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to you by or on behalf of us; or

(e) act, omission, or other matter described, in Section 12.2(a) Section 12.2(b), Section 12.2(c), or Section 12.2(d), whether or not the same results in any Action against or Losses by any Provider Indemnitee.

Customer acknowledges that the above indemnification provision shall not constitute an agreement by the Provider to indemnify, hold harmless or defend the Customer from the Customer's and/or Customer Indemnitee's own negligence, gross negligence or other tortious conduct.

12.2 Customer Indemnification. You agree to indemnify, defend, and hold harmless us and our respective officers, directors, employees, agents, successors, and assigns (each, a "Provider Indemnitee") from and against any and all Losses incurred by us or a Provider Indemnitee resulting from any Action by a third party (other than an Affiliate of us or a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from the gross negligence, recklessness, or willful misconduct by you or any Authorized User, in connection with this Agreement.

Provider acknowledges that the above language shall not constitute an agreement by the Customer to indemnify, defend or hold harmless Provider for Provider's and/or Provider Indemnitee's own negligence, gross negligence or other tortious conduct, nor a waiver of sovereign immunity, nor a waiver of any defense the Customer may have under its right to sovereign immunity, nor as consent to be sued by third parties.

12.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate.

12.4 Mitigation. If any of the Services or Provider Materials are, or in our opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if you or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, we may, at our option and sole cost and expense:

(a) obtain the right for you to continue to use the Services and Provider Materials materially as contemplated by this Agreement;

(b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and

Provider Materials, as applicable, under this Agreement; or

(c) by written notice to you, terminate this Agreement with respect to all or part of the Services and Provider Materials, and require that you immediately cease any use of the Services and Provider Materials or any specified part or feature thereof.

12.5 Sole Remedy. THIS SECTION 12 SETS FORTH YOUR SOLE REMEDIES AND OUR SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY OR ANY OF THE PROVIDER'S LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 5.2, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (d) COST OF REPLACEMENT GOODS OR SERVICES, (e) LOSS OF GOODWILL OR REPUTATION, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO US UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Term and Termination.

14.1 Initial Term. The initial term of this Agreement commences as of the Service Date and, unless terminated earlier pursuant any of this Agreement's express provisions, will continue in effect until five (5) years from such date (the "Initial Term").

14.2 Renewal Term. Upon expiration of the Initial Term this Agreement will automatically renew for successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

14.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) we may terminate this Agreement, effective on written notice to you, if you: (i) fail to pay any amount when due hereunder, and such failure continues more than 30 days after we provide you with written notice thereof; or (ii) breach any of your obligations under Section 3.1, Section 7.3, or Section 9, and such failure continues more than ten (10) business days after we provide you with written notice thereof;

(b) either party may terminate this Agreement, effective on 30 days written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 14.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control; provided that, for clarity, our obligations under this Section 14.4(b) do not apply to any Resultant Data;

(c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) we may retain Customer Data; and (iii) you may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) we may also retain Customer Data in our backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course pursuant to Section 14.5; and (v) all information and materials described in this Section 14.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(e) we may disable your Authorized User's access to the Services and the Provider Materials;

(f) if you terminate this Agreement pursuant to Section 14.3(b), you will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and we will: (i) refund to you Fees paid in advance for Services that we have not performed as of the effective date of termination; and (ii) pay to you any unpaid Service Credits to which you may be entitled; and

(g) if we terminate this Agreement pursuant to Section 14.3(a) or Section 14.3(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and you agree to pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of our invoice therefor.

14.5 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the

"Post -Termination Retention Period"). During the Post-Termination Retention Period you may retrieve Customer Data only if you have paid all amount due under this Agreement. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. If we terminate this Agreement pursuant to Section 14.3(a) or Section 14.3(b) or you terminate this Agreement without cause, you agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Customer Data. WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST-TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Agreement, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period you agree to pay all reasonable costs associated with continued storage until the Customer Data is either deleted or retrieved by you which costs shall not be more than 5% above the costs charged to you at the date of termination or expiration of this Agreement.

14.6 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 11.4, Section 12, Section 13, Section 14.4, Section 14.5, this Section 14.6, and Section 15.

15. Miscellaneous.

15.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that we may, without your consent, include or display your name, logo and other indicia in our lists of current or former customers in promotional and marketing materials.

15.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 15.4):

If to Provider: 415 E. Exchange Parkway, Allen, TX 75002
Attention:

If to Customer: Village of Palm Springs
Attn: Chief of Police
230 Cypress Lane
Palm Springs, FL 33461

With a copy to:

Village of Palm Springs
Attn: Village Attorney
226 Cypress Lane
Palm Springs, FL 33461

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; ; and (c) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

15.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, and attachments and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, and attachments; (b) second, the exhibits, schedules, and attachments to this Agreement ; and (c) third, any other documents incorporated herein by reference.

15.8 Assignment. Neither party may assign or transfer this Agreement or its rights or obligations hereunder without the prior consent of the other party; provided, that we may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent in connection with (a) the sale of all or substantially all of our stock or assets; (b) a merger or acquisition, whether we are the surviving or disappearing entity; (c) a corporate reorganization; or (d) transfer to a subsidiary or affiliate entity. We will provide the Customer with ten (10) business days’ notice of any assignment or transfer of this Agreement consent with the foregoing. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.9 Force Majeure.

(a) No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the

extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.13 U.S. Government Rights. The Services are provided to the U.S. government as "commercial items", "commercial computer software", commercial computer software documentation", and "technical data", with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government's needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as "commercial items", "commercial computer software", commercial computer software documentation", and "technical data" as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15.14 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida and venue shall be in Palm Beach County, Florida. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

15.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15.16 Public Entity Crimes. We acknowledge and agree 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 vendor, supplier or sub-vendor 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. We will advise you immediately if it becomes aware of any violation of this statute.

15.17 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, we certify that we are not participating in a boycott of Israel. We agree that you will have the right to terminate this Agreement if we are found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

15.18 Public Records. Notwithstanding any other provision in this Agreement, we shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if we are deemed to be acting on behalf of you as provided under section 119.011(2), we specifically agree to:

- (a) Keep and maintain public records required by you to perform the services under this Agreement.
- (b) Upon request from your custodian of public records, provide you 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 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 we do not transfer the records to you.
- (d) Upon the completion of the Agreement, transfer, at no cost, to you all public records in possession of us or keep and maintain public records required by you to perform the services. If we transfer all public records to you upon completion of the Agreement, we shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If we keep and maintain public records upon completion of the Agreement, we shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to you, upon request from your custodian of public records, in a format that is compatible with your information technology systems

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

15.19 Export Administration. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

15.20 E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Provider shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Customer upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the Customer terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Provider may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Customer as a result of the termination of the Agreement.

15.21 Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the Provider acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Provider has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

15.22 Waiver of Trial by Jury. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Software as a Service Subscription Agreement as of the date first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

WATCHGUARD, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 2020, by _____ as an authorized representative of WATCHGUARD, INC.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

EXHIBIT A

SERVICES, SERVICE ALLOCATION and FEES

The Services: Cloud-based, software-as-a-service evidence management data storage platform using Microsoft Azure Government Cloud Storage services fully-hosted in one or more secure Microsoft data centers.

Service Allocations
and Fees: Plan I (Unlimited)

Unlimited Storage available for customers with data retention policies as follows:

- a one-year storage period for non-evidentiary recordings;
- a 10-year storage period for evidentiary recordings; and
- the video recording policy is event-based (i.e. policies that do not require officers to record entire shifts)

For purposes of this Plan, the term “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

Plan costs are based on a per-device basis, which means that the Plan does not have a per- user fee, meaning that an unlimited number of users can access data using the Services.

This Plan also features unlimited data sharing, using the Company’s CLOUD-SHARE on- premises software.

Plan cost is based upon the customer’s choice of two options: (a) a per-device fee of \$495 per contract year for assigned (i.e., individual use) devices, or (b) a per-device fee of \$695 per contract year for pooled (i.e., shared) devices. There is also a \$0.03 per GB per device per month for storage that does not meet these requirements.

When the actual usage across all devices averages less than 700 GB per device over a contract year, at the end of each calendar year the customer will be rebated an amount equal to \$0.03 per GB per month (\$0.36 per GB per calendar year) for each GB under 700 GB actually used per device. The rebate is offered in cash or as a credit against future charges for the Services.

Plan II (Actual Usage)

Plan cost is based upon a per-device fee of \$245 per calendar year for assigned (i.e., individual) devices, or \$345 per device per calendar year for pooled (i.e., shared) devices, plus a flat fee of \$0.03 per GB per device per month.

There are no limitations on the number of users who may access data using the Services under this Plan.

This Plan is available for both event-based and shift-based video recording policies.

EXHIBIT B

SERVICE LEVEL AGREEMENT

(See attached)



SERVICE LEVEL AGREEMENT FOR EVIDENCELIBRARY.COM

LAST UPDATED: January 2, 2018

This Service Level Agreement for EvidenceLibrary.com (this "SLA") is a part of the Software as a Service Agreement between WatchGuard, Inc. ("Company" "us" or "we") and users of EvidenceLibrary.com ("Customer" or "you") (the "Agreement" and the "Services"). Capitalized terms used but not defined in this SLA have the meaning given to them in the Agreement. This SLA applies to the Services, but not to any other services we provide to you or to any of our on-premises software that is a part of the Services, or any Third-Party Materials that you use in connection with the Services, unless specifically provided to the contrary in this SLA or the Agreement.

We may change the terms of this SLA from time to time during the term of your subscription; however, we will provide you with prior notice of any material changes we make. If you renew your subscription the form of SLA that is current at the time will apply during the renewal term.

SERVICE COMMITMENT

We will use commercially reasonable efforts to make the Services available with the Monthly Uptime Percentage defined below during any Service Period (our "Service Level Commitment"). If we do not meet the Service Level Commitment for any Service Period you may be entitled to a Service Credit, as described below.

DEFINITIONS

"Downtime" means the total number of minutes in any Service Period during which the Services are Unavailable. Downtime does not include time during which the Services are unavailable for Scheduled Downtime or as the result of one or more Exclusions.

"Incident" means an event or series of events resulting in Downtime.

"Maximum Available Minutes" means the number of minutes during a Service Period, less Scheduled Downtime, that the Services are required to be available for your access and use in accordance with the Specifications.

"Monthly Uptime Percentage" means, for any Service Period, Maximum Available Minutes less Downtime, divided by the Maximum Available Minutes multiplied by 100, as follows:

$$\text{Monthly Uptime Percentage} = ((\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}) \times 100$$

If you have used the Services for only part of a Service Period, the Services are assumed to be 100% available for that part of the Service Period in which the Services were not used (for example, if you begin to use the Services in the middle of a month). Monthly Uptime Percentage calculations do not include downtime that results from Scheduled Downtime or an Exclusion.

“Scheduled Downtime” means any Downtime (a) of which you are notified at least three (3) days in advance, or (b) during a standard maintenance window, according to a maintenance schedule we will publish from time to time.

“Service Credit” means a dollar credit, as calculated herein, that we may credit back to your account under the conditions set forth below. A Service Credit is based on a percentage, as stated below, of the Service Fee for the Service Period for which the Service Credit is approved.

“Emergency Downtime” means any Downtime for which you may receive less than 24-hour notification period. This emergency maintenance may be performed at any time, with or without notice, as deemed necessary by us. Emergency Downtime falling outside of Scheduled or Planned Downtime may be eligible for Service Credit.

“Service Fee” means the fee that you actually pay for the Services during a Service Period.

“Service Level” means a performance metric that we agree to meet in the delivery of the Services. A “Service Level Failure” means a material failure of the Services to meet the Maximum Available Minutes requirement.

“Service Period” means one calendar month.

“Unavailable” means that all connection requests to the Services fail during a one (1) minute period such that you or your End Users cannot upload or access files.

“Low Priority” means a request for information or software defects with acceptable workaround.

“Medium Priority” means an isolated issue (one agency, small subset of events) that prevents import, search, or export of events or cases.

“High Priority” means a pervasive issue (multiple agencies, large subsets of events) that prevents import, search, or export of events or cases, missing events, system performance out of Customer SLA. Customer designated emergency.

“Response time” means the amount of time between when a Customer first creates an incident report (which includes leaving a phone message, sending an email, or using an online ticketing system) and when the provider actually responds.

“Resolution time” means the amount of time between when the Customer first creates an incident report and when that problem is actually solved, workaround provided, or for issues requiring software changes is placed in to the future development backlog.

SERVICE LEVELS AND SERVICE CREDITS

The following Service Levels apply to your use of the Services:

Monthly Uptime Percentage	Service Credit as Percentage of Service Fee
< 99.90%	10%
< 99.00%	25%

SERVICE ESCALATION PROCESS

The table below provides typical response time expectations for each support level (Tier 1, Tier 2, and Engineering Operations) based on the incident priority levels (Low, Medium, High):

Priority	Response (Minutes)	Tier 1 Support (Minutes)	Tier 2 Support (Minutes)	Engineering Operations(Minutes)	Total(Minutes)	Total Resolution (Hours)
Low	60	960	1440	2880	5340	89
Medium	60	480	720	1440	2700	45
High	60	240	240	720	1260	21

Below table provides the incident response and resolution targets based on service hours, priority, and support team involved.

Service hours	Origin	Support Team	Priority	Service Response	Resolution or Escalation
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	LOW	< 60 minutes of initial call	< 16 hours
Business Hours	Escalation	Tier 2	LOW	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Operations	LOW	< 8 hours of escalation	< 48 hours
Business Hours	Escalation	Engineering Hold	LOW		Entered in to Backlog
Business Hours	Direct Call/Email	Tier 1	MEDIUM	< 60 minutes of initial call	< 8 hours
Business Hours	Escalation	Tier 2	MEDIUM	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Operations	MEDIUM	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Hold	MEDIUM		Prioritized in to Backlog
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	HIGH	< 60 minutes of initial call	< 4 hours
Business Hours	Escalation	Tier 2	HIGH	< 4 hours of escalation	< 4 hours
Business Hours	Escalation	Engineering Operations	HIGH	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Hold	HIGH		Prioritized in to next release
After Hours	Direct Call	Tier 1	LOW	Deferred to Business Hours	
After Hours	Direct Call	Tier 1	MEDIUM, HIGH	< 70 minutes of initial call	< 4 hours
After Hours	Direct Call	Tier 2	MEDIUM HIGH	<4 hours of escalation	< 8 hours
After Hours	Direct Call	Engineering Operations	HIGH	<2 hours of escalation	< 12 hours

TERMS

I. SERVICE CREDITS

Service Credits are your only remedy for unavailability of the Services under this SLA and the Agreement. You may not offset a Service Fee for any performance or availability issues. Service Credits issued for any Service Period will not under any circumstances exceed the Service Fee for that Service Period.

To be eligible for a Service Credit, your claim must be received by us, in the required form, no later than the end of the second Service Period following the Service Period in which the incident(s) occurred. Your failure to make a timely request will disqualify you from receiving a Service Credit.

We will apply a Service Credit only against future Service Fees, and we will issue Service Credits only if the credit amount for the Service Fee is greater than one dollar (US\$1). Service Credits do not entitle you to a refund or cash payment. Service Credits may not be applied against any other account or service you may have with us. You must be in compliance with the Agreement to receive a Service Credit.

II. SERVICE CREDIT CLAIMS AND PAYMENT

To apply for a Service Credit, you must open a support case by going to support.watchguardvideo.com or by contacting customer support at 1800-605-6734 and providing us with all of the information we need to investigate and validate your claim. The information we need will include, but may not be limited to, (i) the dates and times of the Unavailability incident(s); (ii) request logs documenting the incident(s) and corroborating the claimed Unavailability (any PII or CJI information contained or described in logs should be redacted prior to submission); and (iii) details of your efforts to resolve the incident(s) at the time of occurrence.

We will review the submitted information and make a good faith determination of whether a Service Credit is due. If we determine that a Service Credit is due, we will process your claim within thirty (30) days of our determination and apply the Service Credit to the next Service Fee.

III. EXCLUSIONS

For purposes of calculating Maximum Available Minutes, the following are Exclusions for which the Services shall not be considered Unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet Maximum Available Minutes for any Service Period, or your inability to access or use the Services that is due, in whole or in part, to any:

- (a) act or omission by you to access or use the Services, or use of Access Credentials that does not strictly comply with the Agreement;
- (b) Customer Failure;
- (c) Internet connectivity failure;
- (d) causes beyond our reasonable control, such as a Force Majeure Event, or the performance of any third- party hosting provider or communications or internet service provider;
- (e) failure, interruption, outage, inadequate bandwidth, or other problem with any software, hardware, system, network, or facility that we have not provided or authorized pursuant to the Agreement (other than third-party software or equipment within our direct control);
- (f) Scheduled Downtime or backups to the Services;
- (g) disabling, suspension, or termination of the Services pursuant to Section 2.8 of the Agreement; or
- (h) separate instances of unavailability of the Services of less than ten (10) minutes duration each.

EQUIPMENT SALE ADDENDUM

This Addendum is to the Software as a Service Subscription Agreement ("Primary Agreement") entered into between the City of Palm Springs, Florida and WatchGuard, Inc. ("WatchGuard"), a wholly owned subsidiary of Motorola Solutions, Inc. ("Motorola") and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence, as to the inconsistency only.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola "Proposal/Quote dated _____" or "Payment Schedule", as applicable.
Exhibit B-1	Technical and Implementation Documents, if any.
Exhibit B-2	Equipment List.

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"Product Price" means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.

"Equipment" means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.

"Products" mean the Equipment and Software sold by Motorola under this Addendum.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.

“Specifications” means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).

“Warranty Period” means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Customer.

3. SCOPE AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to “Subscription Services” in the Primary Agreement shall mean Product as applicable in this Addendum.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Addendum, Customer may order additional Equipment or Software if it is then available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Addendum will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8 **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **PRODUCT PRICE.** The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 5.4, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following name: Village of Palm Springs Police Department
address: 230 Cypress Lane, Palm Springs, Florida 33461
phone: 561-304-4814

E-INVOICE. To receive invoices via email:
Customer Account Number: TBD
Customer Accounts Payable Email: Emorley @vpsfl.org
Customer CC(optional) Email: ugarbowski@vpsfl.org

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known): 230 Cypress Lane, Palm Springs, FL 33461.

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

7.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not

provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

7.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

7.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS ADDENDUM AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 8 INDEMNIFICATION

8.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Addendum, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Addendum.

8.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

8.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally

awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

8.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

8.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Addendum; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

8.2.4. This Section 8.2 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 8 are subject to and limited by the restrictions set forth in Section 9.

Section 9 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM.** This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 10 GENERAL

10.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

10.2 MISCELLANEOUS. This addendum may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

10.3 AUTHORITY TO EXECUTE ADDENDUM. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon execution and delivery of this Addendum by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

The Parties hereby enter into this Addendum as of the Effective Date.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Software as a Service Subscription Agreement as of the date first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

WATCHGUARD, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 2020, by _____ as an authorized representative of WATCHGUARD, INC.

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

EXHIBIT A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Palm Springs, Florida ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the Addendum to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-

exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other

device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts

will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Equipment Sale Addendum.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



February 12, 2021

VILLAGE OF PALM SPRINGS
226 Cypress Lane
Palm Springs FL 33461

RE: Municipal Lease #25015

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25015 are valid for contracts that are executed and returned to Motorola on or before March 25, 2021. After 3/25/21, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address 230 Cypress Lane
Palm Springs, FL 33461
E-mail Address: emorley@vpsfl.org
Attention: Edgar Morley
Phone: 561-304-4814
2. Lessee County Location: Palm Beach
3. Federal Tax I.D. Number 59-6020405
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: Body Worn Cameras, Software, Data Storage and Related Services

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Edgar Morley, Palm Springs Police Department
230 Cypress Lane
Palm Springs, FL 33461

Phone: 561-304-4814
Fax: _____
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132 Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE:

VILLAGE OF PALM SPRINGS

226 Cypress Lane 500 West Monroe Palm Springs FL 33461

Lease Number: 25015

LESSOR:

Motorola Solutions, Inc.

Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("*Equipment*") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("*Lease*").

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("*Lease Term*").
2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. **DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("*Equipment Location*"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may

require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. **REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "*Contract*") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("*Assignee*").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. **LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) it is the intent of the parties to this transaction that the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "*Code*"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond

within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, the maximum additional amount to be paid to Lessor as compensation related to the loss of tax-exempt treatment shall not exceed the sum of twenty-nine thousand dollars (\$29,000.00) and any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. **TITLE TO EQUIPMENT.** During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.
8. **USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.
9. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.
10. **LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment

consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. **LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.
12. **RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. **INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.
14. **INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection,

or return and the recovery of claims under insurance policies thereon. Such indemnification shall not be construed as, a waiver of Lessee's right to sovereign immunity.

15. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. **EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.
17. **REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written

notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
21. **GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.
22. **DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. **ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of March ,2021

LESSEE:
VILLAGE OF PALM SPRINGS

By: _____

Title: _____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of **VILLAGE OF PALM SPRINGS**, an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 25015 between **VILLAGE OF PALM SPRINGS** and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **VILLAGE OF PALM SPRINGS**

hereto this _____ day of March, 2021.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25015 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for VILLAGE OF PALM SPRINGS

SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 25015
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment LeasePurchase Agreement Number **25015** ("Lease"), between Lessor and VILLAGE OF PALM SPRINGS, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months **Commencement Date:** **4/1/2021**
First Payment Due Date: **4/1/2022**

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Village of Palm Springs (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		0.000%				

CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	4/1/2021	\$ 314,899.50	1		
2	Lease Payment	4/1/2022	\$ 62,979.90	5	Annual	4/1/2026
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	4/1/2021				\$ 314,899.50	
1	4/1/2022	\$ 62,979.90	\$ -	\$ 62,979.90	\$ 251,919.60	
2	4/1/2023	\$ 62,979.90	\$ -	\$ 62,979.90	\$ 188,939.70	
3	4/1/2024	\$ 62,979.90	\$ -	\$ 62,979.90	\$ 125,959.80	
4	4/1/2025	\$ 62,979.90	\$ -	\$ 62,979.90	\$ 62,979.90	
5	4/1/2026	\$ 62,979.90	\$ -	\$ 62,979.90	\$ -	
Grand Totals		\$ 314,899.50	\$ -	\$ 314,899.50		

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$294,711.45 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.25%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$314,899.50

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25015** to that Equipment Lease Purchase Agreement number **25015** will be maintained by VILLAGE OF PALM SPRINGS as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

_____ Name
of insurance provider

_____ Address
of insurance provider

_____ City,
State and Zip Code

Phone number of local insurance provider

_____ E-mail
address

In accordance with the Equipment Lease Purchase Agreement Number **25015** , _____, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25015 to that Equipment Lease Purchase Agreement number 25015. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25015 and list any deductibles

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee 1303
E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of VILLAGE OF PALM SPRINGS?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.
Equipment Lease Purchase Agreement No.: 25015 Lease Schedule A No. : 25015

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#25015. See Schedule A for a detailed Equipment List.

LESSEE:

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village to provide their form of resolution



Palm Springs PD Fleet 5YR LPR ELC Proposal

CUSTOMER: Palm Springs Police Department

ISSUED: 2/05/2021
EXPIRATION: 3/31/2021

,
,,
,,,

**TOTAL PROJECT ESTIMATED AT:
\$314,899.50**

ATTENTION: Edgar Morley

SALES CONTACT: Michael Costa

PHONE:

DIRECT:

E-MAIL:

E-MAIL:

Michael.N.Costa@motorolasolutions.com

V300 Proposal

V300 HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	50.00	\$995.00	\$0.00	\$49,750.00
VIS-300-VTS-KIT	Transfer Station II Kit, Incl. Power & AC Cables, Label and Docs	2.00	\$1,495.00	\$0.00	\$2,990.00
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	50.00	\$99.00	\$0.00	\$4,950.00
					\$57,690.00

V300 No-Fault 5YR Hardware Warranties

WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	50.00	\$450.00	\$0.00	\$22,500.00
WAR-300-CAM-4TH	Warranty, V300, 4th Year, (requires No Fault Warranty)	50.00	\$180.00	\$0.00	\$9,000.00
WAR-300-CAM-5TH	Warranty, V300, 5th Year, (requires No Fault Warranty)	50.00	\$235.00	\$0.00	\$11,750.00
					\$43,250.00

4RE and V300 Fleet Hardware

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-ETH-SWT-005	V300 HD, 4RE, Smart PoE Switch	43.00	\$250.00	\$0.00	\$10,750.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and Brackets	43.00	\$295.00	\$0.00	\$12,685.00
WGS00215	WatchGuard CarDetector Mobile Software and Support Year 1 License	43.00	\$95.00	\$0.00	\$4,085.00
VIS-LEARN-01	Annual LEARN Public Safety Subscription	1.00	\$11,250.00	\$0.00	\$11,250.00
					\$38,770.00



Palm Springs PD Fleet 5YR ELC Proposal

Redaction Services Proposal

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-001	Software, REDACTIVE(sm) , Single User License, Rev 3.0	1.00	\$4,995.00	\$0.00	\$4,995.00
WAR-WGR-MNT-001	REDACTIVE(sm) Software Support & Maintenance, +1 Year	1.00	\$995.00	\$0.00	\$995.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE(sm), 2nd Year	1.00	\$785.00	\$0.00	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE(sm), 3rd Year	1.00	\$785.00	\$0.00	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE(sm), 4th Year	1.00	\$785.00	\$0.00	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE(sm), 5th Year	1.00	\$785.00	\$0.00	\$785.00
					\$9,130.00

Evidence Library Cloud Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Year 1 per device	93.00	\$495.00	\$0.00	\$46,035.00
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Year 2 per device	93.00	\$495.00	\$0.00	\$46,035.00
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Year 3 per device	93.00	\$495.00	\$0.00	\$46,035.00
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Year 4 per device	93.00	\$495.00	\$0.00	\$46,035.00
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Year 5 per device	93.00	\$495.00	\$0.00	\$46,035.00
					\$230,175.00

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-UPL-SRV-501	Server, Upload, 1U, EvidenceLibrary.com, 60 Concurrent Devices, 5 Year Warranty	1.00	\$4,500.00	\$0.00	\$4,500.00

Technical Services Calculator

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-RMT-410	Tier 2 Remote Installation. Includes Project Coordination, Project Management, Pre-Deployment IT Call, Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Configuration of SQL Server, Installation of Evidence Library, Webinar Training of Officer and Admin Staff, Support Handoff, Post Deployment Follow-Up and Limited WiFi Network Configuration.	1.00	\$1,500.00	\$0.00	\$1,500.00



Palm Springs PD Fleet 5YR ELC Proposal

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$790.00	\$0.00	\$790.00
					\$385,805.00
Total Estimated Tax, may vary from State to State					\$0.00

Configuration Discounts: Palm Spring Police Department System Discount	(\$55,570.50)
Additional Quote Discount: Palm Spring Police Department ALPR Discount	(\$15,335.00)
Total Amount	\$314,899.50

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

Palm Springs Police Department 5 Year Payment Schedule

Payment Year 1	\$62,979.90
Payment Year 2	\$62,979.90
Payment Year 3	\$62,979.90
Payment Year 4	\$62,979.90
Payment Year 5	\$62,979.90

Total Amount:	\$314,899.50
----------------------	---------------------

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name VILLAGE OF PALM SPRINGS		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 226 Cypress Lane	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Palm Springs FL 33461		7 Date of issue 4/1/21
8 Name of issue Equipment Lease-Purchase Agreement 25015		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	294,711.45	
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ►	18		
19a	If bonds are TANs or RANs, check only box 19a			
b	If bonds are BANs, check only box 19b			
20	If bonds are in the form of a lease or installment sale, check box			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	4/1/26	\$ 294,711.45	\$ 314,899.50	5 years	2.25 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	294,711.45	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	294,711.45	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
---	------------	------------------------------------

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

From: [Susan Garrett](#)
To: [Tom A. Ceccarelli](#)
Cc: [Richard J. Reade](#); [Rebecca L. Morse](#); [Glen Torcivia](#)
Subject: RE: SaaS Agreement w SLA /WatchGuard
Date: Wednesday, February 24, 2021 5:54:27 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Yes, we are good to go with the SaaS Agreement and the Addendum (2 out of 3). As to the third, the Equipment Lease-Purchase Agreement, WatchGuard/Motorola has accepted some, but not all, of the changes I requested to Paragraph 6. I have discussed with Rich and he feels that the current version of the lease agreement is now acceptable as a business matter, but would like Becky to review. Here is a summary of the issues we discussed:

The “lease purchase agreement” is not a true lease, in that the title to the equipment passes to the Village upon delivery, but the structure allows the payments to be made over five years. In addition, the structure is designed to make the interest portion of the payments eligible to be excluded from the vendor’s gross income under Section 103 the Internal Revenue Code, resulting in lower financing costs to the Village. I am not a tax attorney, which is a very specialized area of the law, but I am familiar with this approach as one that is fairly commonly used for transactions of this nature.

In the original version of Paragraph 6 of the Equipment Lease-Purchase Agreement, the Village was being asked to “certify” that the lease purchase structure makes the interest payment excludible from the vendor’s income under Section 103 of the Internal Revenue Code. This was a concern since that is a legal conclusion. They agreed to change the language to state that this is the parties’ **intent**, which is an accurate statement.

Paragraph 6 also provides that the Village will not take any of several actions that would jeopardize this tax status. If the Village were to breach the agreement, the vendor wanted to require the Village to reimburse it for any tax liability, without any limitation as to the amount. We rejected that and the vendor has now agreed to limit the maximum liability to \$29,000, which it says represents the additional cost that would have been built into the purchase price if it were structured so as to make the income taxable to the vendor. While not ideal, the provision seems to be relatively low-risk to the Village since it only be activated by the Village’s breach, and is further limited by Sections 2 and Section 5 (the non-appropriation provision) in the agreement.

6. **LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) it is the intent of the parties to this transaction that the interest portion of the Lease Payments shall be excludable from Lessor’s gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the “Code”); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an

arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, the maximum additional amount to be paid to Lessor as compensation related to the loss of tax-exempt treatment shall not exceed the sum of twenty-nine thousand dollars (\$29,000.00) and any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

Susan M. Garrett, Esquire
**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700
(561) 686-8764 fax
sgarrett@torcivialaw.com
www.torcivialaw.com

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE COLLECT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR YOUR EXPENSES. THANK YOU.

From: Tom A. Ceccarelli [mailto:tceccarelli@vpsfl.org]
Sent: Wednesday, February 24, 2021 1:32 PM
To: Susan Garrett <sgarrett@torcivialaw.com>
Subject: FW: SaaS Agreement w SLA /WatchGuard

Hi Susan

Can you let me know when you get a chance to review them and if they're good to go?

Thanks

From: John Guzman <john.guzman@motorolasolutions.com>
Sent: Wednesday, February 24, 2021 12:26 PM
To: Tom A. Ceccarelli <tceccarelli@vpsfl.org>; Susan Garrett <sgarrett@torcivialaw.com>
Cc: Mike Costa <michael.n.costa@motorolasolutions.com>; Joe Friedman <joe.friedman@motorolasolutions.com>; Edgar T. Morley <emorley@vpsfl.org>; Chris Mauser <chris.mauser@motorolasolutions.com>
Subject: Re: SaaS Agreement w SLA /WatchGuard

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Chief and Susan,

Please see attached the following documents:

- Subscription as a Service Agreement (SaaS Agreement);
- Equipment Sale Addendum; and
- Lease Purchase Agreement.

The SaaS and Equipment Sale Addendum are in final draft format for your review. We accepted the final changes and removed the comments. Only modification we made to the SaaS was that we included the City's standard signature page.

The Lease Purchase Agreement we also cleaned up a bit and removed the Certified Lessee Resolution as requested. Because of the nature of the lease agreement which is more financial than a commercial legal document, there were certain areas that our Credit team was unable to accept such as the additional language included in Section 6, Lessee Certification but we did include the cap requested. As to section 14, Indemnification, our team made a revision to the language which we hope satisfies your team's concerns.

Please let me know if you have any questions or concerns.

Thank you
John

John Guzman
Legal Counsel
Chief Administrative Office - Legal Department

o: +1.954.723.4798

m: +1.305.812.4093

www.linkedin.com/in/john-guzman-in-house

This email and any attachments are for the authorized recipient's use only. If you receive this email in error, please immediately delete it from your system and notify the sender. You must not disclose, print, re-transmit, store, copy or rely on any part of this email and any attachments if you are not the authorized recipient. This email and any attachments are confidential and may contain confidential information and/or copyright material of Motorola Solutions, Inc.

On Tue, Feb 23, 2021 at 9:51 AM Mike Costa <michael.n.costa@motorolasolutions.com> wrote:

Chief,

We'll have the updated documents here for you shortly. Just waiting on one last piece.

Regards,

Michael Costa

MSI Regional Sales Manager
Digital Evidence Management Solutions
WatchGuard Video Systems
[Body Worn Camera Solutions](#)

m: 954 605 7872

On Tue, Feb 23, 2021 at 9:45 AM Tom A. Ceccarelli <tceccarelli@vpsfl.org> wrote:

Good Morning

I'm just checking on the status of the updated documents.

The deadline has passed for the agenda item, and I'm trying to hold it in place so it can be heard in March, but I need those docs very soon.

Thanks

Chief Thomas Ceccarelli
Palm Springs Police Department
230 Cypress Lane
Palm Springs, Florida 33461
561-304-4811

Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding village business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Susan Garrett <sgarrett@torcivialaw.com>
Sent: Friday, February 19, 2021 3:25 PM
To: Joe Friedman <joe.friedman@motorolasolutions.com>; Mike Costa <michael.n.costa@motorolasolutions.com>
Cc: Edgar T. Morley <emorley@vpsfl.org>; Tom A. Ceccarelli <tceccarelli@vpsfl.org>; Chris Mauser <chris.mauser@motorolasolutions.com>; John Guzman <john.guzman@motorolasolutions.com>
Subject: RE: SaaS Agreement w SLA /WatchGuard

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Susan M. Garrett, Esquire
**TORCIVIA, DONLON
& GODDEAU, P.A.**

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700
(561) 686-8764 fax
sgarrett@torcivialaw.com
www.torcivialaw.com

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE COLLECT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR YOUR EXPENSES. THANK YOU.

From: Susan Garrett
Sent: Thursday, February 18, 2021 4:32 PM
To: Joe Friedman <joe.friedman@motorolasolutions.com>; Mike Costa <michael.n.costa@motorolasolutions.com>
Cc: emorley@vpsfl.org; tceccarelli@vpsfl.org; Chris Mauser <chris.mauser@motorolasolutions.com>; Christy Goddeau <christy@torcivialaw.com>; John

Guzman <john.guzman@motorolasolutions.com>

Subject: RE: SaaS Agreement w SLA /WatchGuard

Joe and Mike, we are getting closer to the finish line. There are a few outstanding items I'd like to discuss with your counsel in order to get the contract docs finalized. Can we set up a phone call some time tomorrow? I am available any time except 11-11:30 EST.

- As to the SaaS Subscription Agreement, I can see that most of our changes have been incorporated. The main remaining issue is that the Village would like the initial term to be five years so that it coincides with the lease purchase agreement. Is that a problem?
- As to the Equipment Lease Purchase Agreement, I have made a few edits, particularly to the Lessee Certification provision. I understand the purpose of the provision but am not comfortable having the Village "warrant" what the IRS or the courts would ultimately determine as a legal conclusion, so I have reworked that somewhat.
- Also, I'd like to discuss the Certified Lessee Resolution attached to the Lease Purchase Agreement. Is there any reason we cannot to incorporate the language into a single resolution approving the whole transaction rather than breaking it out into a separate resolution?

Please let me know when we can discuss. Thanks.

Susan

Susan M. Garrett, Esquire

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700
(561) 686-8764 fax
sgarrett@torcivialaw.com
www.torcivialaw.com

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE COLLECT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR YOUR EXPENSES. THANK YOU.

From: Joe Friedman [<mailto:joe.friedman@motorolasolutions.com>]

Sent: Friday, February 12, 2021 1:56 PM

To: Mike Costa <michael.n.costa@motorolasolutions.com>

Cc: emorley@vpsfl.org; tceccarelli@vpsfl.org; Chris Mauser <chris.mauser@motorolasolutions.com>; Christy Goddeau <christy@torcivialaw.com>; Susan

Garrett <sgarrett@torcivialaw.com>; John Guzman <john.guzman@motorolasolutions.com>

Subject: Re: SaaS Agreement w SLA /WatchGuard

Hello Susan and Palm Springs PD. I went ahead and had Bill (our finance guy) update the lease documents to be current and signable and have enclosed them. Please note in this scenario the first lease payment of \$62,979.90 is not due until 4/1/2022, however it is important that we execute this at the 3/11 commission meeting, as discussed, in order for Motorola to preserve this pricing. The legal terms and wording have not otherwise changed from the previous version so hopefully you have had an opportunity to review. I've also enclosed the proposal, software service subscription agreement and equipment sale addendum again just for the sake of keeping all current documents together in one email. Please advise if there are any outstanding items that need to be reviewed or if we are good to go for the 3/11 commission meeting.

Thanks

On Fri, Feb 5, 2021 at 2:15 PM Mike Costa <michael.n.costa@motorolasolutions.com> wrote:

Christy, Susan, John,

I think this is where we last left off with our Palm Springs PD Lease Agreement. Attached are all the documents that need to be reviewed.

Let's pick up from here and move forward.

John,

We are moving away from our last Video as a Service option for Palm Springs PD and reverting to our initial Lease Agreement below. Having said that are all the legal documents below still valid?

Regards,

Michael Costa

DEMS Regional Sales Manager
Watchguard Video Camera Systems
[*Body Worn Camera Solutions*](#)

m: 954 605 7872

--

Joe Friedman

Account Executive
Motorola Solutions, Inc.

M. 954-324-7199

E. joe.friedman@motorolasolutions.com

[Find Me on LinkedIn](#)

For more information on how and why we collect your personal information, please visit our [Privacy Policy](#).

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from the Village of Palm Springs officials and employees are public records and are available upon request. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the [FBI CJIS Policy](#)) via email is prohibited. If this message is unexpected or appears suspicious, please notify us immediately by replying to the message.

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE VILLAGE OF PALM SPRINGS FLORIDA

www.vpsfl.org

For more information on how and why we collect your personal information, please visit our [Privacy Policy](#).



22nd of July 2020

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA and V300 wearable camera systems. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey. WatchGuard is the only company able to provide warranties and maintenance for the above-mentioned products.

Additionally, several important and unique features are available only with these products;

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68-degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.



VISTA, VISTA WiFi, & VISTA XLT

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of recording at least 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
 - Quick Connect Mobile Charger
 - VISTA XLT Point-of-View Mounting

V300

- The WatchGuard V300 HD body camera and its continuous-operation capabilities solve the dilemma of keeping cameras and officers productive beyond a 12-hour shift. A detachable battery is easily changed by the officer, and 128GB of memory ensures space for all recorded events. The only wearable camera to integrate with the WatchGuard Video Evidence Library and EvidenceLibrary.com video and evidence management applications.
 - Detachable Battery - Easily change the WatchGuard V300 detachable battery while on the go.
 - Wireless Uploading - Send critical video back to headquarters while still in the field.
 - Incident Recovery - Go back in time and capture video from events days after they happened, even when the record button was never pressed.
 - Natural Field of View - Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.
 - Integrated with In-Car System - One or more WatchGuard V300 cameras and a 4RE in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

Respectfully submitted,

Troy Montgomery

Director of Sales

WatchGuard Video, Inc

Sec. 58-11. Best Interest Acquisitions.

The Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda. This provision may not be used to contract for goods or services which such contract would exceed the limits set forth in F.S. Sections 287.055 or 255.20, as amended. (Ordinance No. 2014-11)



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 6.8: Approve Professional Services Agreements - 2nd Amendment - Term Extension - Keshavarz & Associates, Calvin Giordano & Associates, Engenuity Group, Eckler Engineering

SUMMARY:

On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) in accordance with the Consultants Competitive Negotiation Act (CCNA) – Section 287.55, Florida Statutes. As a result, on March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure, facilities, general engineering services, plat and plan review services and building design/review services.

- Keshavarz & Associates
- Calvin Giordano & Associates, Inc.
- Engenuity Group, Inc.
- Eckler Engineering, Inc.

On May 12, 2016, the First Amendment to each Professional Services Agreement was approved in an effort to clarify the terms and fees for each of the proposed engineering firms. The term of the agreement was clarified to coincide with the term that was set forth in RFQ No. 2016-002 - an initial term of five (5) years from the date of the agreement with the option, upon approval by both parties, to renew for three (3), one year periods.

The initial five-year terms are now expiring and Village staff proposes the first, one (1) year renewal in consideration of the on-going Task Orders that we have with each firm. If approved, the Professional Services Agreements for each of the four (4) engineering firms would be extended until March 9, 2022, with the ability to renew for two (2) additional one-year terms.

Note: A subsequent contract (RFQ 2018R-002 - Utilities Engineering Services) with Eckler

Engineering was executed September 18, 2018 with an initial term of five (5) years with three (3) optional one (1) year renewals (September 13, 2018).

The proposed 2nd Amendment was prepared by the Village Attorney and reviewed by the Assistant Public Service Director/Engineer, Assistant Village Manager and the Finance Director.

FISCAL IMPACT:

The proposed request does not have a fiscal impact to the Village.

ATTACHMENTS:

Proposed Amendment No. 2 - Agreement - Keshavarz & Associates

Proposed Amendment No. 2 - Agreement - Calvin Giordano & Associates, Inc.

Proposed Amendment No. 2 - Agreement - Engenuity Group Inc.

Proposed Amendment No. 2 - Agreement - Eckler Engineering, Inc.

**AMENDMENT NUMBER TWO TO AGREEMENT FOR
PROFESSIONAL SERVICES (RFQ No. 2016R-002)**

WHEREAS, on _____ 2016, the Village of Palm Springs, Florida entered into an Agreement for Professional Services (“Agreement”) with _____ (“Consultant”); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida’s Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 (“the RFQ”); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, in accordance with the provisions of the RFQ the parties desire to amend the Agreement in order to clarify the term and renewal options; and

WHEREAS, the parties further desire to amend the Agreement to incorporate additional terms currently required by the laws of the State of Florida concerning Public Entity Crimes Scrutinized Companies, and E-Verify; and

WHEREAS, the Village desires to exercise the first one-year renewal option for the Agreement, and the Consultant has agreed to the renewal.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 1, it is mutually understood and agreed as follows:

I.

Paragraph I of the Agreement, SCOPE OF WORK, TERM AND COMPENSATION, is hereby AMENDED to add subsection B so that the paragraph shall read as follows:

I. SCOPE OF WORK, TERM AND COMPENSATION

A. The scope of work for each project shall be as set forth in each task order and incorporates herein and shall set for the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

B. As set out in RFQ No. 2016R-002, the term of this Agreement shall be for five (5) year initial term running from the date each contract was fully executed, followed by three (3) one (1) year renewal options to be exercised at the discretion of the Village.

II.

Section IV of the Agreement is amended by adding paragraphs X, Y and Z as follows:

- X. **Public Entity Crimes.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the Convicted Contractor 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 or sub-contractor 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 Contractor list. Consultant will advise the Village immediately if it becomes aware of any violation of this statute.
- Y. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, Consultant must certify that it is not participating in a boycott of Israel. If the Village determines, using credible information available to the public, that a false certification has been submitted by Consultant, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.
- Z. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

III.

First Renewal Option Exercised

The parties hereby agree that the Agreement, as amended herein, shall be renewed for one (1) additional year, through and including _____ 2022.

IV.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

CONSULTANT

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ this _____ day of _____, 2021, by
_____.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of
Notary public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced: _____

**AMENDMENT NUMBER TWO TO AGREEMENT FOR
PROFESSIONAL SERVICES (RFQ No. 2016R-002)**

WHEREAS, on _____ 2016, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with _____ ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 ("the RFQ"); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, in accordance with the provisions of the RFQ the parties desire to amend the Agreement in order to clarify the term and renewal options; and

WHEREAS, the parties further desire to amend the Agreement to incorporate additional terms currently required by the laws of the State of Florida concerning Public Entity Crimes Scrutinized Companies, and E-Verify; and

WHEREAS, the Village desires to exercise the first one-year renewal option for the Agreement, and the Consultant has agreed to the renewal.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 1, it is mutually understood and agreed as follows:

I.

Paragraph I of the Agreement, SCOPE OF WORK, TERM AND COMPENSATION, is hereby AMENDED to add subsection B so that the paragraph shall read as follows:

I. SCOPE OF WORK, TERM AND COMPENSATION

A. The scope of work for each project shall be as set forth in each task order and incorporates herein and shall set for the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

B. As set out in RFQ No. 2016R-002, the term of this Agreement shall be for five (5) year initial term running from the date each contract was fully executed, followed by three (3) one (1) year renewal options to be exercised at the discretion of the Village.

II.

Section IV of the Agreement is amended by adding paragraphs X, Y and Z as follows:

- X. Public Entity Crimes. Consultant acknowledges and agrees that a person or affiliate who has been placed on the Convicted Contractor 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 or sub-contractor 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 Contractor list. Consultant will advise the Village immediately if it becomes aware of any violation of this statute.
- Y. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, Consultant must certify that it is not participating in a boycott of Israel. If the Village determines, using credible information available to the public, that a false certification has been submitted by Consultant, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.
- Z. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

III.

First Renewal Option Exercised

The parties hereby agree that the Agreement, as amended herein, shall be renewed for one (1) additional year, through and including _____ 2022.

IV.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

CAVIN GIORDANO & Assoc. Inc.
CONSULTANT

By: [Signature]

Print Name: CHRIS GIORDANO

Title: PRESIDENT

[Corporate Seal]

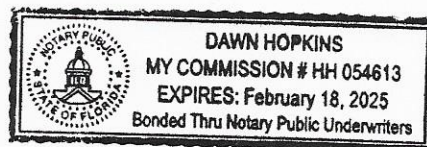
STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 7th day of MARCH 2021, by
CHRIS GIORDANO

[Signature]
(Signature of Notary Public-State of Florida)

Dawn Hopkins
(Print, type, or stamp commissioned name of
Notary public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____



**AMENDMENT NUMBER TWO TO AGREEMENT FOR
PROFESSIONAL SERVICES (RFQ No. 2016R-002)**

WHEREAS, on _____ 2016, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with Engenuity Group, Inc. ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 ("the RFQ"); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, in accordance with the provisions of the RFQ the parties desire to amend the Agreement in order to clarify the term and renewal options; and

WHEREAS, the parties further desire to amend the Agreement to incorporate additional terms currently required by the laws of the State of Florida concerning Public Entity Crimes Scrutinized Companies, and E-Verify; and

WHEREAS, the Village desires to exercise the first one-year renewal option for the Agreement, and the Consultant has agreed to the renewal.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 1, it is mutually understood and agreed as follows:

I.

Paragraph I of the Agreement, SCOPE OF WORK, TERM AND COMPENSATION, is hereby AMENDED to add subsection B so that the paragraph shall read as follows:

I. SCOPE OF WORK, TERM AND COMPENSATION

A. The scope of work for each project shall be as set forth in each task order and incorporates herein and shall set for the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

B. As set out in RFQ No. 2016R-002, the term of this Agreement shall be for five (5) year initial term running from the date each contract was fully executed, followed by three (3) one (1) year renewal options to be exercised at the discretion of the Village.

II.

Section IV of the Agreement is amended by adding paragraphs X, Y and Z as follows:

- X. **Public Entity Crimes.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the Convicted Contractor 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 or sub-contractor 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 Contractor list. Consultant will advise the Village immediately if it becomes aware of any violation of this statute.
- Y. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, Consultant must certify that it is not participating in a boycott of Israel. If the Village determines, using credible information available to the public, that a false certification has been submitted by Consultant, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.
- Z. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not

- employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 - (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

III.

First Renewal Option Exercised

The parties hereby agree that the Agreement, as amended herein, shall be renewed for one (1) additional year, through and including _____ 2022.

IV.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Engenuity Group, Inc.

CONSULTANT

By: Lisa A. Tropepe

Print Name: Lisa A. Tropepe, PE

Title: Vice President

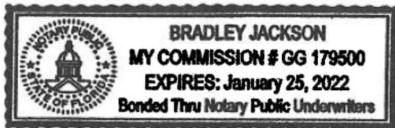
[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of March, 2021, by Lisa A. Tropepe, PE.

Bradley Jackson
(Signature of Notary Public-State of Florida)

Bradley Jackson
(Print, type, or stamp commissioned name of Notary public)



Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced: _____

**AMENDMENT NUMBER TWO TO AGREEMENT FOR
PROFESSIONAL SERVICES (RFQ No. 2016R-002)**

WHEREAS, on _____ 2016, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with _____ ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 ("the RFQ"); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, in accordance with the provisions of the RFQ the parties desire to amend the Agreement in order to clarify the term and renewal options; and

WHEREAS, the parties further desire to amend the Agreement to incorporate additional terms currently required by the laws of the State of Florida concerning Public Entity Crimes Scrutinized Companies, and E-Verify; and

WHEREAS, the Village desires to exercise the first one-year renewal option for the Agreement, and the Consultant has agreed to the renewal.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 1, it is mutually understood and agreed as follows:

I.

Paragraph I of the Agreement, SCOPE OF WORK, TERM AND COMPENSATION, is hereby AMENDED to add subsection B so that the paragraph shall read as follows:

I. SCOPE OF WORK, TERM AND COMPENSATION

A. The scope of work for each project shall be as set forth in each task order and incorporates herein and shall set for the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

B. As set out in RFQ No. 2016R-002, the term of this Agreement shall be for five (5) year initial term running from the date each contract was fully executed, followed by three (3) one (1) year renewal options to be exercised at the discretion of the Village.

II.

Section IV of the Agreement is amended by adding paragraphs X, Y and Z as follows:

- X. **Public Entity Crimes.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the Convicted Contractor 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 or sub-contractor 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 Contractor list. Consultant will advise the Village immediately if it becomes aware of any violation of this statute.
- Y. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, Consultant certifies that Consultant and Consultant's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time Consultant submits a bid or proposal for a contract or before Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, Consultant must certify that it is not participating in a boycott of Israel. If the Village determines, using credible information available to the public, that a false certification has been submitted by Consultant, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.
- Z. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:
- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register

- with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 - (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

III.

First Renewal Option Exercised

The parties hereby agree that the Agreement, as amended herein, shall be renewed for one (1) additional year, through and including _____ 2022.

IV.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Eckler Engineering, Inc.

CONSULTANT

By:

Douglas K. Hamann

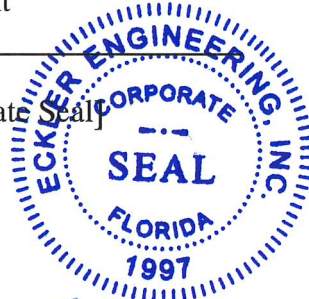
Douglas K. Hamann, P.E.

Print Name:

President

Title:

[Corporate Seal]



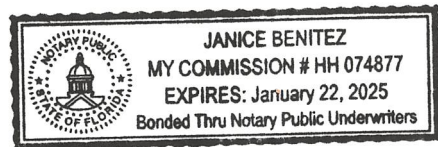
STATE OF Florida
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or [] online notarization, this Thursday this 4th day of March 2021, by

Douglas K. Hamann

Janice Benitez
(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of
Notary public)



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Information Technology

ITEM 6.9: Authorize Vehicle Purchase - Piggyback – IT Department (FY 2021 Budget Funded) - Florida Sheriffs Association/Florida Association of Counties (Auto Nation Chevrolet)

SUMMARY:

The Information Technology (IT) Department has a need to purchase a vehicle to support the daily operations and activities that are provided to our employees and community. To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Sheriffs Association & Florida Association of Counties contract that was awarded to various vendors (including Auto Nation Chevrolet). This selection by the Sheriffs' Association & Florida Association of Counties was completed through a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid #FSA20-VEL28.0 – October 1, 2020).

Within the FY 2021 budget, the Village Council approved \$30,000 to be used for the purchase of one (1) vehicle to be utilized by the Village's IT Department. Through the Sheriffs Association & Florida Association of Counties bid, the IT Department was able to obtain the following vehicle pricing:

- (1) 2021 Chevrolet Bolt EV (Electric Vehicle) \$27,636.00

Note: The remaining balance of the approved FY 2021 budgeted funding may be utilized to purchase and install a fast charging station as well as graphics to promote the Village.

The proposed purchase of the Village's 1st EV (Electric Vehicle) would be a clean energy vehicle that requires very low maintenance (no oil or transmission fluid, no belts or alternators,

etc.). Additionally, the battery and electrical components for the proposed vehicle would be covered with an 8 year 100,000 mile warranty.

If approved, the Village would accept Auto Nation Chevrolet's pricing by piggybacking the Sheriffs Association & Florida Association of Counties' contract including all terms, conditions and pricing therein. The term of the contract will expire on September 30, 2022. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed vehicle purchase was reviewed by the IT Director, IT Operations Manager, PD Support Services Manager, Fleet Manager and the Finance Director.

The Village has purchased from this manufacturer previously and received excellent references from a number of other Municipalities and law enforcement agencies.

FISCAL IMPACT:

Funding to support this purchase is available within the FY 2021 Information Technology Budget.

<u>Allocated/Estimated Funding:</u>	<u>Amount</u>
FY 2021 Approved Budget - Vehicles - General Fund	<u>\$30,000</u>
Total Project/Equipment Funding	\$30,000

<u>Expected Project/Equipment Cost:</u>	<u>Amount</u>
Total Vehicle Request - 1 Vehicle	<u>\$27,636</u>
Total Potential Graphics & Charging Equipment Cost - 1 Vehicle	<u>\$ 2,360</u>
Total Project/Equipment Request/Cost	\$29,996

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Bid Award - Florida Sheriffs Association & Florida Association of Counties
2021 Chevy Bolt EV Quote - Auto Nation

Contract Terms & Conditions - Florida Sheriffs Association & Florida Association of Counties

2021 Chevy Bolt EV Approved Bid Pricing - Florida Sheriffs Association & Florida Association of Counties

2021 Chevy Bolt EV - Available Vehicle Options - Florida Sheriffs Association & Florida Association of Counties

Village Code of Ordinances - Section 58-9 Assessing Contracts of Other Government Agencies

BID AWARD

CONTRACT FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:

October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 28th cooperative competitive bid for vehicles. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 339 specifications and makes and models. It offers police rated pursuit, special service, administrative, hybrid vehicles, electric vehicles, pick-up trucks, vans, mobility transport, and police motorcycles.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 158 prospective bidders to register for qualification to participate in the bid process. From this ITB, 58 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 48 submitted bids and 37 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles.

1. Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
7. Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. Bozard Ford
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. Duval Ford LLC
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan

Florida Sheriff's Association Bid FSA20-VEL28.0

Agency	Village of Palm Springs, Florida	
Customer Contact	Anthony Parsells	Spec # 104
Phone Number	561-568-6311	2021 Chevy Bolt EV/LT
Email	aparsells@vpsfl.org	1FB48
		Base Price \$26,599.00

[illegible]

David Fridgant
Government Bid Manager
954-447-2150
fridgantd@autonation.com

1/7/2021

FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS	5
1.01 BID CORRESPONDENCE	5
1.02 PURPOSE	6
1.03 TERM OF CONTRACT	6
1.04 ESTIMATED QUANTITIES	6
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER	6
1.06 FUNDING	7
1.07 CURRENCY	7
1.08 GENERAL DEFINITIONS	7
1.09 ELIGIBLE PURCHASERS OF CONTRACT	8
1.10 LEGAL REQUIREMENTS	9
1.11 PATENTS & ROYALTIES	9
1.12 FEDERAL AND STATE STANDARDS	9
1.13 UNDERWRITERS' LABORATORIES	10
1.14 AMERICANS WITH DISABILITIES ACT	10
1.15 REASONABLE ACCOMMODATION	10
1.16 MINORITY BUSINESS ENTERPRISE (MBE)	10
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC)	10
1.20 TAX EXEMPTION	11
1.21 TAXES	11
1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	11
1.23 COMMUNICATIONS	11
1.24 CLARIFICATION AND ADDENDA	11
1.25 SIGNED BID CONSIDERED AN OFFER	12
1.26 ASSIGNMENT OF CONTRACT	12
1.27 TERMINATION OF PRODUCT LINE	13

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.28	METHOD OF AWARD.....	13
1.29	DEMONSTRATION OF COMPETENCY	13
1.30	VENDOR ABILITY TO PERFORM	14
1.31	FINANCIAL RESPONSIBILITY	14
1.32	QUALITY AND SAFETY	14
1.33	NONCONFORMANCE	15
1.34	GRATUITIES	15
1.35	TIE BIDS	15
1.36	RIGHT TO AUDIT.....	15
1.37	LIABILITY, INSURANCE, LICENSES AND PERMITS.....	16
1.38	BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.....	16
1.39	ELIMINATION FROM CONSIDERATION	17
1.40	COLLUSION.....	17
1.41	DEFAULT.....	17
1.42	PROTESTS AND ARBITRATION	18
1.43	NONPERFORMANCE	19
1.44	SEVERABILITY	20
1.45	TERMINATION FOR CAUSE	20
1.46	TERMINATION WITHOUT CAUSE	20
1.47	CONTRACT ADVERTISMENT AND USE OF FSA LOGO	20
2.0	BIDDER INSTRUCTIONS.....	22
2.01	BIDDER QUALIFICATIONS	22
2.02	LICENSING/FACILITIES	22
2.03	INSURANCE AND INDEMNIFICATION	22
2.04	SPECIFICATIONS	25
2.05	FIXED PRICES	25
2.06	DISCOUNTS	25
2.07	SEALED BIDS.....	25
2.08	EXCEPTIONS, OMISSION AND ERRORS.....	25
2.09	MISTAKES	26
2.10	EQUIVALENTS.....	26

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.11	MANDATORY PRE-BID MEETING.....	26
2.12	QUALIFICATION.....	27
2.13	PRICES QUOTED	27
2.14	OPTION PRICING	28
2.15	EMERGENCY LIGHTS AND SIRENS	29
2.16	SUBMITTAL OF BID.....	30
2.17	ZONE BIDDING	31
2.18	EXECUTION OF BID.....	32
2.19	MODIFICATION OR WITHDRAWALS OF BIDS	32
2.20	LATE BIDS	32
2.21	BID OPENING.....	32
2.22	DETERMINATION OF RESPONSIVENESS	32
2.23	RESPONSIBLE BIDDER CRITERIA	32
2.24	BASIS FOR AWARD	33
2.25	FIRM BID	33
2.26	BID TABULATIONS	34
2.27	MINOR IRREGULARITIES/RIGHT TO REJECT	34
2.28	CONE OF SILENCE.....	34
3.0	CONTRACT CONDITIONS	35
3.01	GENERAL REQUIREMENTS	35
3.02	STATEMENT OF AUTHORITY	35
3.03	VENDOR CONTACT INFORMATION	35
3.04	OPTION TO RENEW & PRICE ADJUSTMENT	35
3.05	ADDITIONS AND DELETIONS	36
3.06	EQUITABLE ADJUSTMENT	36
3.07	CONDITIONS.....	36
3.08	PRODUCTION CUTOFF	37
3.09	FACILITIES.....	37
3.10	SUBSTITUTIONS.....	37
3.11	POLICE RATED VEHICLES & MOTORCYCLES	37
3.12	SPECIAL SERVICE VEHICLES	38

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.13	CAB AND CHASSIS PURCHASES	38
3.14	FACTORY INSTALLED	38
3.15	VENDOR INSTALLED OPTIONS.....	39
3.16	NON-SCHEDULED OPTIONS	39
3.17	FORCE MAJEURE	39
3.18	DELIVERY TIME	39
3.19	ORDER	40
3.20	VEHICLE AND EQUIPMENT DELIVERY.....	41
3.21	INSPECTION AND ACCEPTANCE	42
3.22	REGISTRATION, TAG AND TITLE	43
3.23	INVOICING AND PAYMENTS.....	43
3.24	WARRANTY REPAIRS AND SERVICE	43
3.25	INADEQUATE SERVICE.....	43
3.26	REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS.....	44
3.27	ADMINISTRATIVE FEE	45
3.28	LIQUIDATED DAMAGES.....	46
	Appendix A	48
	Appendix B	49
	Appendix C	50
	Appendix D	51
	Appendix E	52

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. **Manufacturer:** The original producer or provider of vehicles or equipment offered on this contract.
- j. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. **Production Cutoff:** A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. **Purchaser:** A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. **Third Party Supplier:** Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. **Vendor:** The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. **Vendor Installed:** A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law 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.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a 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 from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and
Budget Police Vehicle Evaluation Program

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix A



Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document

*Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below.
Include all sections where information has changed, old and new.*

FSA Contract Number(s) affected by change: _____

Company Information Changes:

Old Information	New Information
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

Old Contact Information	New Contact Information
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:

Date Received:

Change Effective:

FSA Agent:

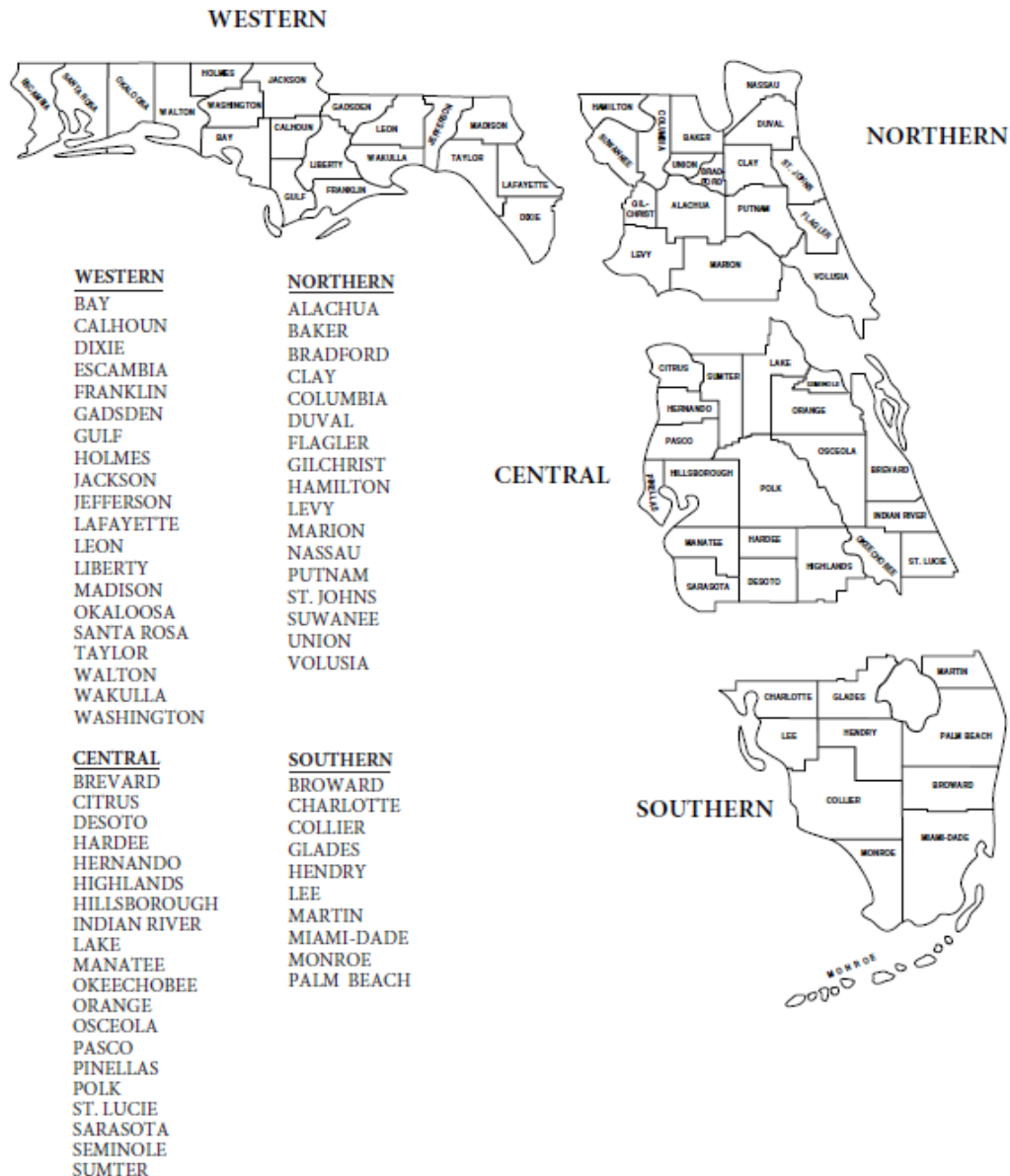
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix B

FSA CONTRACT ZONE MAP



FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

Group: Electric & Hybrid Vehicles

Item: 104, Chevrolet, Bolt LT, 1FB48

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alan Jay Chevrolet Buick GMC Cadillac	\$26,947.00	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	\$27,099.00	Build	Options
	Alternate	Beck Chevrolet Buick GMC LLC	\$27,199.00	Build	Options
Northern	Primary	Alan Jay Chevrolet Buick GMC Cadillac	\$26,747.00	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	\$26,999.00	Build	Options
	Alternate	Beck Chevrolet Buick GMC LLC	\$27,089.00	Build	Options
Central	Primary	Alan Jay Chevrolet Buick GMC Cadillac	\$26,747.00	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	\$26,799.00	Build	Options
	Alternate	Beck Chevrolet Buick GMC LLC	\$27,149.00	Build	Options
Southern	Primary	Auto Nation Chevrolet Pembroke Pines	\$26,599.00	Build	Options
	Alternate	Alan Jay Chevrolet Buick GMC Cadillac	\$26,847.00	Build	Options
	Alternate	Beck Chevrolet Buick GMC LLC	\$27,199.00	Build	Options

Specification Number	Code	Description	Price-All Zones
104	1FC48	Premier Package Upgrade Includes: Perforated Leather Appointed Seat Trim, Heated Front/ Rear Seats, Rear Center Armrest w/2 Additional Cupholders, Leather Wrapped Auto Heated Steering Wheel, Ambient Instrument Panel Lighting, Map Pocket on Front Passenger Seat Back, Rear Camera Mirror Auto Dimming w/ Full Camera Display, Double Floor Rear Cargo Storage, Rear Park Assist, Rear Cross Traffic Alert, HD Surround Vision, Lane Change Alert w/Side Blind Zone Alert, 17" Ultra Bright Machined Aluminum Wheels w/Painted Pockets, Luggage Rack w/Side Rails Roof Mounted, Outside Heated Power Adjustable Mirrors w/ Integrated Turn Signal Indicators, Body Color Door Handles w/Chrome Strip.	4399
	CBT	DC Fast Charging Provisions (Highly Recommended)	749
	5XB	Additional Portable 120 V Charge Cord (Not to be Confused with (CBT) Fast Charging Provisions	534
	GK8	Rear Cargo Double Floor Storage	99
	PDH	Interior Protection Package Includes: All Weather Floor Matsd and All Weather Cargo Mat	209
	SD4	Tire Inflator Kit	104
	WPU	Comfort and Convenience Package Includes: Heated Front Bucket Seats, Automatic Leather Wrapped Steering Wheel Auto Dimming Inside Rear View Mirror (Standard w/Premier Package)	554
	WPR	Driver Confidence Package Includes: Lane Change Alert w/Side Blind Zone Alert, Rear Cross Traffic Alert, Rear Park Assist w/Audible Warning. Requires (WPU) Comfort and Convenience Package.	494
	WPX	Driver Confidence Package II Includes: Low Speed Automatic Braking, Lane Keep Assist w/Lane Departure Warning, Forward Collision Alert, Following Distance Indicator, Front Pedestrian Braking and Intellibeam Headlamps.	494
	K1T	Rear Seat Delete Package Includes: Rear Seat Delete, Driver and Front Passenger Dual Stage Frontal Airbags, Passenger Sensing System, Roof Rail Side Impact Airbags, Thorax Side Impact Airbags Mounted for Front Outboard Seating Positions, Driver and Front Passenger Knee Airbags, Tire Inflator Kit, 16" Steel Wheels and Wheel Covers with 205/55R16 All Season Tires. Vehicle is Built as an Incomplete Vehicle and Requires a Ship Thru Code to either Knapheide or Adrian Steel Company for Upfit. Price Indicated is an Invoice CREDIT.	-650
	CARGO	Adrian Steel Cargo Package Includes: Fixed Partition Behind Front Seats and Sub Floor Assembly for Carrying Cargo. Includes Ship Thru Charge to Adrian Steel Company. Requires (K1T) Rear Seat Delete Package.	2575
	FOB	3rd Fob for Keyless Open/Go	350
	4 Corner	Whelan Vertex 4 Corner LED's	750
	TEMP	Paper Temporary Tag	35
	HARD PLATE	Yellow Municipal Hard Plate (Includes Paper Title)	250
	BUA	Dealer Installed Back Up Beeper	200
	CPP	Chevrolet Protection Plan Extended Warranty--Call for Pricing	0

Sec. 58-10. - Village standard.

Where the village has determined that a particular style, brand, make, or model is the only type that meets the village's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the village, the village may acquire or contract for such goods without utilizing the competitive selection purchase requirements. Village standard acquisitions where the expenditure by the village (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than \$25,000.00, shall be subject to approval by the village council.

(Ord. No. 2014-11, § 2, 7-10-2014)



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Parks & Recreation

ITEM 6.10:

Approve Change Order No. 2 (Task Order No. 255 - Work Authorization WG-01 - Sub-Phase I) - Park Connector Pathway - Phase I - Alameda Drive (FPL Easement Agreement) - Parks and Recreation Department (FY 2021 Budget Funded - General Fund) - Wantman Group

SUMMARY:

On May 9, 2019, the Village Council approved Task Order #255 with Wantman Group, Inc. for professional engineering services associated with the development of the new Park Connector Pathway Project Phase I (Professional Services and Design - Work Authorization WG-01 - Sub-Phase I) to be located along Alameda Drive in the amount of \$55,116.

Village staff and the Village's contracted engineering firm have [following the completion of the initial phase (or showcase phase along Alameda Drive)] identified additional professional engineering and design services that were not included within the original bid request to further enhance the pathway by completing an underground conversion of the electric power lines located on the south side of Alameda Drive (running the length of the Village Ballfield Complex).

Note: The proposed additional tasks that would be provided by the Village's contracted engineering firm for this proposed project were not originally requested within the original work authorization. Further, the Village's private electric provider, Florida Power and Light (FPL), has agreed to provide all equipment and work related to the Village's request to underground the electric power wires within this section of the Pathway at no cost to the Village. As part of this project, FPL is requiring the Village to provide the dedication of a new utility easement for an area approximately 345' long along the west side of the Village Ballfields to complete this

proposed project.

As a result, the Village's contracted engineer, Wantman Group and the Parks & Recreation Department are recommending an amendment to the approved Task Order #255 (Change Order #2 - Work Authorization WG-01 - Sub-Phase I) in the amount of \$1,500 to complete a sketch and legal description for the proposed utility easement in an effort to comply with the FPL's request for an easement agreement to complete the proposed project.

These items and their costs are itemized below:

Task	Amount
Prepare a Sketch and Legal Descriptions for 10' wide utility easement	<u>\$1,500.00</u>
Total Additional Services - Change Order #2 (Work Authorization WG-01 - Sub- Phase I) - Task Order #255	\$1,500.00

Note: The Village's FY 2021 Budget - General Fund includes \$837,187 to complete this project, which includes Infrastructure Surtax (Sales Tax), Community Development Block Grant (CDBG) funding [Village's FY 2021 annual allocation - \$154,205 (approved October 8, 2020)], PBC Solid Waste Authority Blighted and Distressed Property Grant - \$122,068 (awarded October 2020). In addition, staff has applied for grant funding to supplement the cost of the project's construction thru the Florida Department of Economic Opportunity (Florida General Infrastructure Grant).

If approved, the revised total cost for professional engineering services within Task Order #255, specifically for the Alameda Drive Sub-Phase I, will be increased to \$56,616. No further engineering change orders are anticipated for this phase of the project. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed sketch and legal description is expected to be completed by the Village's contracted engineering firm two (2) weeks following authorization of the proposed Change Order #2. Additionally, the proposed electric utility undergrounding work is estimated to be completed by FPL approximately 90 days following the receipt of the approved easement agreement by the Village.

The proposed Change Order #2 was prepared by Wantman Group and reviewed by the Parks and Recreation Director, Assistant Village Manager, Assistant Public Services Director/Engineer, Public Service Project Manager and the Finance Director.

FISCAL IMPACT:

Funding to support the additional engineering services (Change Order #2) within Task Order #255 is available within the FY 2021 Budget - General Fund utilizing Infrastructure Surtax (Sales Tax) funds.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2019 Actual Funding - General Fund - Various Sources	\$ 156,742.16
FY 2020 Actual Funding - General Fund - Various Sources	\$ 300,488.39
FY 2021 Approved Funding - General Fund - Various Sources	\$ 837,187.00
FY 2022 Requested in FY 2021 Capital Improvement Plan - Various Sources	\$ 494,034.00
FY 2023 Requested in FY 2021 Capital Improvement Plan - Various Sources	\$ 800,000.00
TOTAL Allocated/Estimated Project Funding	\$2,588,451.55

Note: Funding noted in the FY 2021 CIP Budget for FY 2022 and FY 2023 was based on a previous cost estimate for construction for the remaining project sub-phases. Upon completion of the final design plans and development of the engineer's opinion of cost estimate, the construction prices complete the remaining sub-phases are expected to increase above the original project cost estimate.

Note: Village staff is continuously looking for potential grant funding opportunities to offset the increased cost of this project. In addition to annual Community Development Block Grant (CDBG) funding and Village Infrastructure Surtax (Sales Tax) dollars, staff will continue to apply for PBC Solid Waste Authority Blighted and Distressed Property Grant(s), the Florida General Infrastructure Grant [and other opportunities with the Florida Department of Economic Opportunity (DEO)] and the Florida Department of Environmental Protection's Florida Recreation Development Assistance Program (FRDAP) and the Recreation Trails (Grant) Program (RTP).

<u>Available Funding/Revenues (Sources):</u>	<u>Amount</u>
FY 2019 Project Reimbursement - Village CDBG	\$ 133,263.00
FY 2019 Project Contribution - Village General Fund (Surtax)	\$ 23,479.16
FY 2020 Project Reimbursement - Village CDBG	\$ 164,161.39
FY 2020 Project Contribution - Village General Fund (Surtax)	\$ 136,327.00
FY 2021 Project Reimbursement - Village CDBG	\$ 322,495.61
FY 2021 Project Contribution - Village General Fund (Surtax)	\$ 392,623.39
FY 2021 Project Reimbursement - PBC SWA Blighted and Distressed Property Grant	\$ 122,068.00
FY 2022 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2022 Project Contribution - Village General Fund (Surtax)	\$ 339,829.00
FY 2023 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2023 Project Contribution - Village General Fund (Surtax)	\$ 645,795.00
Total Available Funding/Revenues:	\$2,588,451.55

<i>Expected/Actual Project Costs:</i>	<i>Amount</i>
FY 2019 Project Cost - Phase I - Actual Engineering & Design Cost	\$ 156,742.16
FY 2020 Project Cost - Phase I - Actual Engineering, Design Cost	\$ 136,327.00
FY 2021 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 100,000.00
FY 2022 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 18,168.00
FY 2023 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 15,000.00
FY 2020 Project Cost - Phase II - Actual Construction Costs	\$ 164,161.39
FY 2021 Project Cost - Phase II - Estimated Construction Costs	\$ 737,187.00
FY 2022 Project Cost - Phase II - Estimated Construction Costs	\$ 475,866.00
FY 2023 Project Cost - Phase II - Estimated Construction Costs	\$ 785,000.00
Total Expected/Actual Project Costs:	\$ 2,588,451.55

<i>Expected Project Costs (Breakdown by Sub-Phase):</i>	<i>Amount</i>
Project Cost - Phase I - Engineering and Design Cost (by Sub-Phase):	
Sub-Phase I - Alameda Drive	\$ 55,116.00
Sub-Phase I - Alameda Drive (Proposed Change Order No. 2)	\$ 1,500.00
Sub-Phase II - Davis Road	\$ 98,980.00
Sub-Phase II - Davis Road (Change Order No. 1)	\$ 30,280.00
Sub-Phase III - Canal Road, Kirk Road & Lakewood	\$ 77,923.16
Sub-Phase IV - Sago Park & Summer Street	\$ 72,310.00
Sub-Phase V - TBD - East Side of Village	TBD
Total Project Costs - Phase I - Engineering & Design:	\$336,109.16
<i>Expected Project Costs (Breakdown by Sub-Phase):</i>	<i>Amount</i>
Project Cost - Phase II - Construction Cost (by Sub-Phase)	
Sub-Phase I - Alameda Drive	\$ 490,410.00
Sub-Phase II - Davis Road*	\$ 854,553.44
	\$ 741,448.16
Sub-Phase III - Canal Road, Kirk Road & Lakewood Road	\$ 100,000.00
	\$ 381,865.82
Sub-Phase IV - Sago Park & Summer Street	\$ 596,905.05
Sub-Phase V - TBD - East Side of Village	TBD
Total Project - Phase II Construction	\$3,165,182.30

Note: Sub-phase II Davis Road has been broken into two (2) sub-phases (Sub-Phase IIA & Sub-Phase IIB) due to the size and scope of the project area. Sub-phase IIA includes Davis Road, from Alameda Drive to Greenbrier Drive and west to Foxtail Palm Park, and Sub-phase IIB includes Davis Road, from Greenbrier Drive south to Lakewood Road.

Note: The new, expected/estimated project costs for construction of the remaining sub-phases

are based on the engineer's opinion of cost that has been recently received from the Village's contracted engineering firm, Wantman Group. As a result of current and expected construction price trends, it is expected that the proposed engineering and construction costs will increase due to the actual/experienced cost increases that are being experienced within South Florida today. Thus, the on-going Phase II is projected to result in an approximate \$240,622 increase above the budgeted amount for this portion of the Park Connector Pathway project. As additional sub-phases are designed, the projected or planned estimated costs may also increase as a result of construction costs at the time that the project sub-phases are planned to go forward.

Note: The proposed easement agreement is required by Florida Power and Light (FPL) prior to proceeding with the underground conversion of the overhead lines in the section along Alameda Drive. As part of the agreement with FPL, there will be no additional construction cost to relocate the power line.

An internal budget transfer or amendment to support this proposed change order will be completed within the General Fund at a later date, if necessary.

The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed Change Order #1 - Wantman Group

Aerial Map - Overhead Power Lines - Alameda Drive

Proposed FPL Electric Utility Easement Form



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 02/05/2021

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G0 FOR CONSULTING

SERVICES TASK ORDER (PROJECT) No. _____ G/L CODE: _____

WGI, INC. PROJECT NO.: 3527.00

PROJECT TITLE: Almeda Drive FPL Installation – Easement

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 4th, 2019 between the Village of Palm Springs (“VILLAGE”), and WGI, Inc. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

WGI shall provide survey services to create and record an FP&L easement along the west side of the Village’s fields at 226 Cypress Lane to finalize final plans for approval of installation/construction

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 - SURVEY SERVICES

Task 1.1 – Sketch & Legal Description

1. Prepare Sketch and Legal Descriptions for proposed easements if needed on the subject or adjacent properties in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes and FP&L Easement Form 3722.
2. The Easement is proposed to be a 10’ wide easement approximately 345’ long along the west side of the Village’s fields at 226 Cypress Lane.
3. The Exhibit does not include fieldwork.

III. DELIVERABLES

1. Signed and sealed Easement Exhibit; and
2. Courthouse receipt of recorded easement.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table “A”.

WORK AUTHORIZATION NO. _____

Table "A"
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>
1.1 Sketch & Legal Description	14 Days

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a lump sum fee of **\$1,500.00** as outlined in Table "B".

Table "B"
Budget Summary

Description	Total
Task 1.1 – Sketch & Legal Description	\$1,500.00
TOTAL	\$1,500.00

VI. ASSUMPTIONS

1. County recording fees are included in the fees herein.
2. Monumenting the easement is not included

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated April 4th, 2019, by and between the Village of Palm Springs ("VILLAGE") and WGI, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

WGI, INC.

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

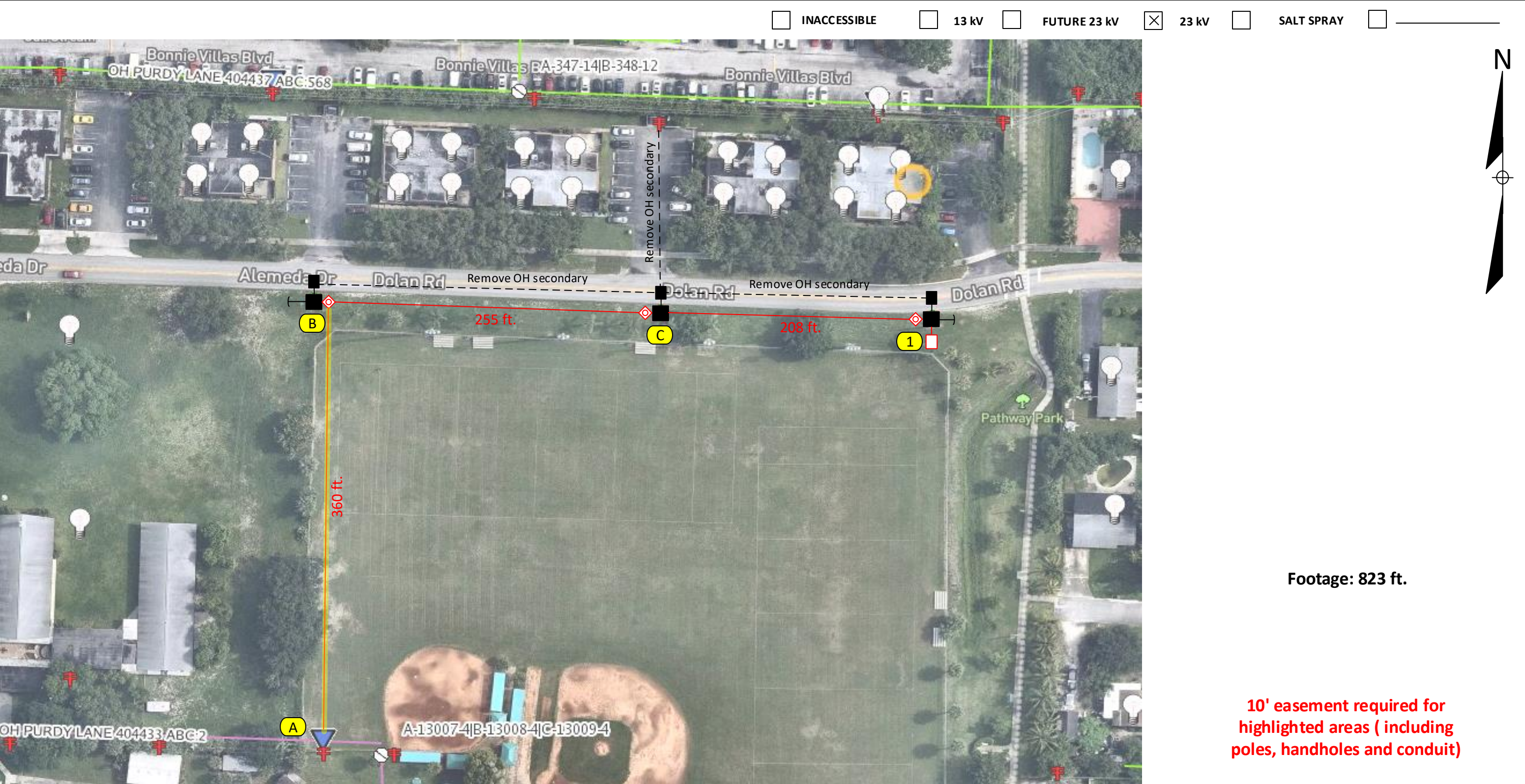
Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

WORK AUTHORIZATION NO. _____



Construction Notes: (FPL contractor installing conduit)

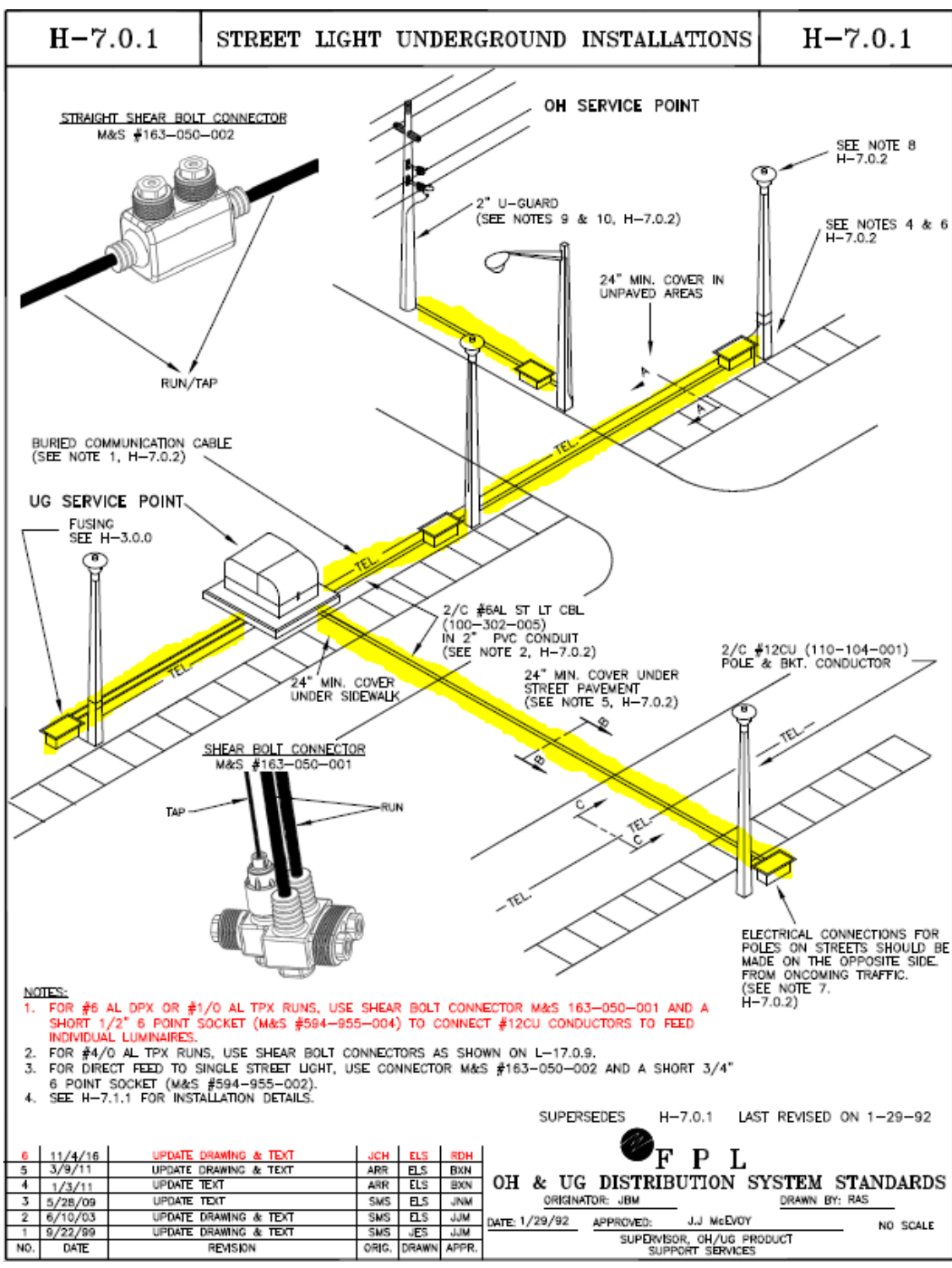
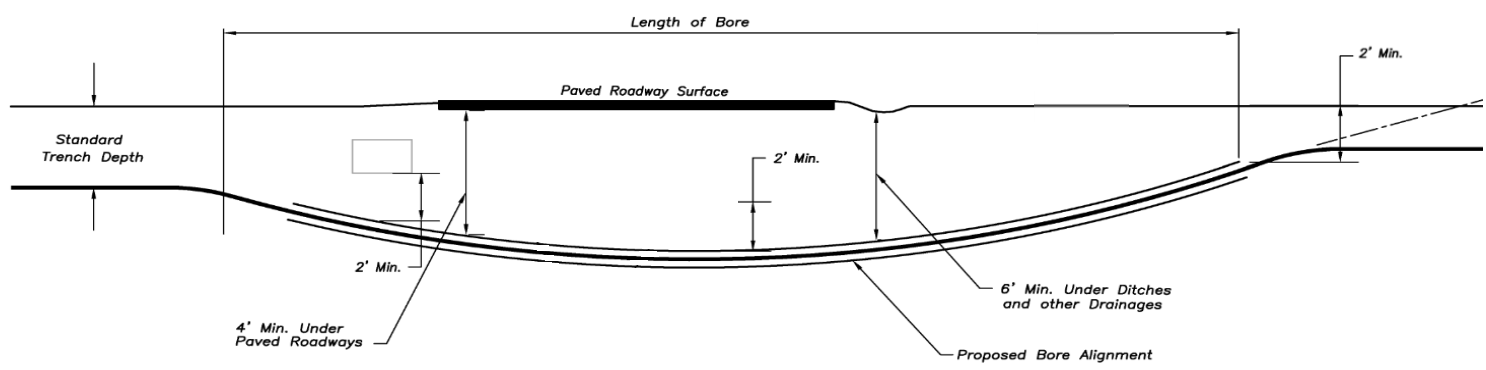
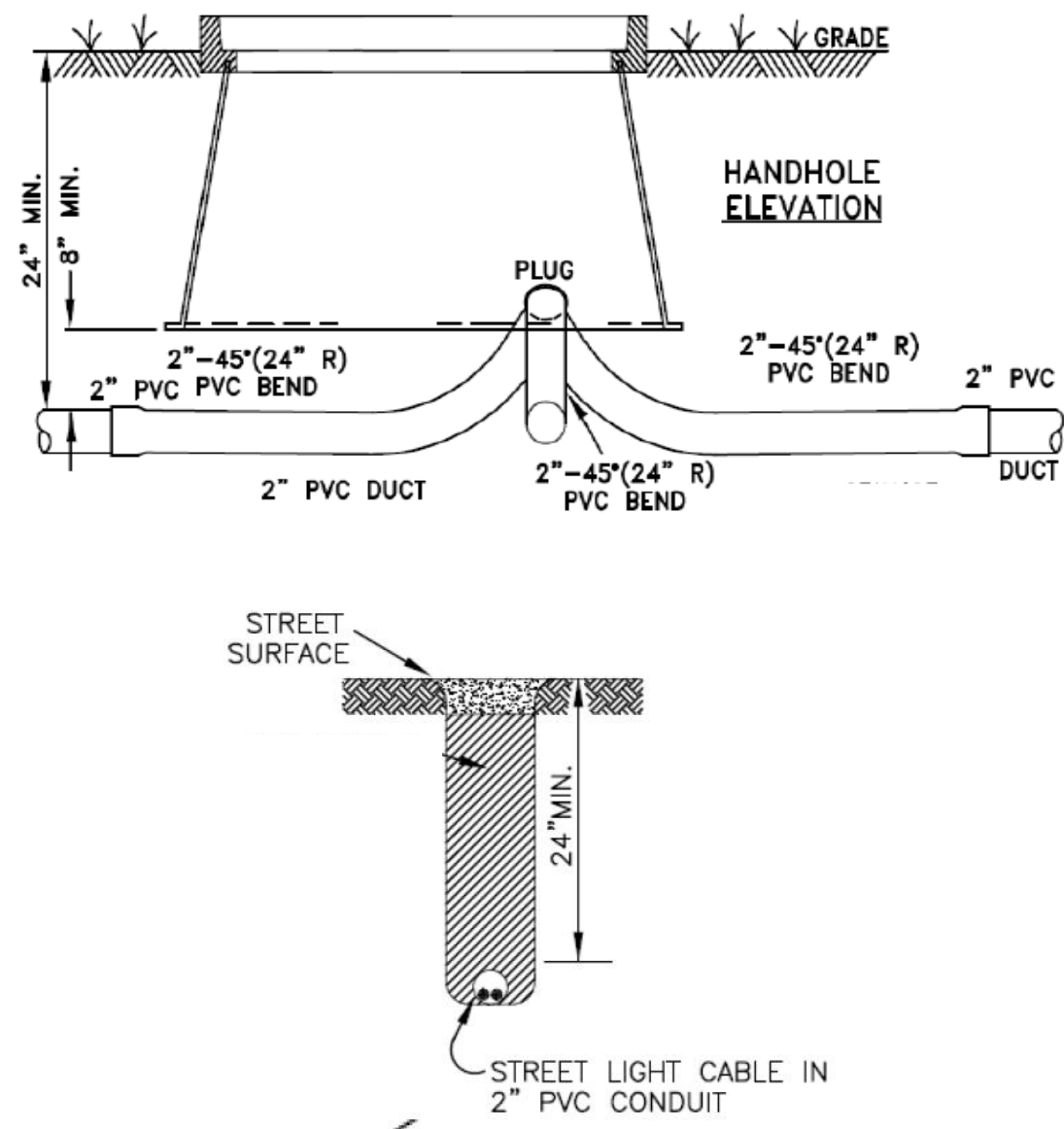
- Loc. 1: Install 1 Cooper 184W 4K LED UFLD on existing SL concrete pole.
- Loc. A: Install 2" riser on existing distribution pole.
- Loc. B, C & 1: Customer to install 17" hand-hole at the base of the pole.
- Loc. B & 1: FPL contractor to remove down guy and anchor.

FPL contractor to install 2" PVC with 24" minimum cover using open trench. FPL contractor pulling #6 DPX UG cable and doing terminations.

- Customer responsible for any restoration required. All hand-holes to be 17" unless noted.

FPL LED Representative: Christian Pruitt

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETE AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN IN RED.				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CERT. DATE _____			
Easement?		Yes ☐ No ☒		Survey/Stake?		Yes ☐ No ☒		Work with SMO?		Yes ☐ No ☒		FPL		Village of Palm Springs - Alemeda Drive 1 New lights 220 Alemeda Dr, Palm Springs, FL 33461																	
Tree Work?		Yes ☐ No ☒		Designer/Stake?		Yes ☐ No ☒		CT/Special Mtr?		Yes ☐ No ☒																					
PERMIT REQ'D		City ☒ WMD		County Rd.		RR Xing		County Air		DR. Dist.		State Road												Transm.		FAA					
Requested Tel. Co. Set Poles ?		YES ☐ NO ☒		Requested Tel. Co. Transfer ?		YES ☐ NO ☒		Request CAVT Transfer?		YES ☐ NO ☒		Tele. Attachment Per		Telephone Co. Job No.		Designed by:		Thais Garcia		Date:		11/12/20									
POLE LINE FEET		0'		DUCT BANK FT.		0'		POLE LINE FT. ON TRANSM. POLES		0'		TRENCH FT.		0'		Drawn by:		TG		Check by:		Dwg No. 1 OF 2									
Rural Location Sec.		xx		TWP.		xx		S.		RGE.		xx		E.		SCALE:		N.T.S		St. Lt MAP No.		MAP#		Pri Map No. xxxxx							
TLM/LDS MODEL No.		-		Map Posting?		YES ☒ NO ☐		Posted by:		WR		xxxxxxx		M/A		xx															



AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON SDS.		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes ☐ No ☒		Survey/Stake? Yes ☐ No ☒		Work with SMO? Yes ☐ No ☒		FPL	
Tree Work? Yes ☐ No ☒		Designer/Stake? Yes ☐ No ☒		CT/Special Mtr? Yes ☐ No ☒			
PERMIT REQ'D	City ☒ WMD	County Rd. ☐ RR Xing	County Air ☐ DR. Dist.	State Road ☐ Transm.	FAA ☐		
Requested Tel. Co. Set Poles? YES ☐ NO ☒		Requested Tel. Co. Transfer? YES ☐ NO ☒		Request CAVT Transfer? YES ☐ NO ☒		Tele. Attachment Per _____ Telephone Co. Job No. _____	
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'	
TLM/LDS MODEL No. -		Map Posting? YES ☒ NO ☐		Posted by: _____		WR xxxxxx	
Designed by: Thais Garcia				Date: 11/12/20			
Drawn by: TG				Check by: _____			
Dwg No. 2 OF 2							
Rural Location Sec. xx				TWP. xx S, RGE. xx E.			
SCALE: N.T.S.				St. Lt MAP No. MAP# _____ Pri Map No. xxxxx			
M/A				xx			

Work Request No. _____

Sec. __, Twp __ S, Rge __ E

Parcel I.D. _____
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: _____

Co. Name: _____

Address: _____

pg ____ of ____.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Entity name

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: _____

(Witness' Signature)

Print Address: _____

Print Name: _____
(Witness)

STATE OF Florida AND COUNTY OF Palm Beach. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Parks & Recreation

ITEM 6.11:

Resolution No. 2021-03 - Community Development Block Grant (CDBG) - FY 2022 Annual Project - Park Connector Pathway Project - Phase II (Sub-Phase II - IIa)

SUMMARY:

This is the 7th year that the Village of Palm Springs is an "Entitlement City" with a delineated Community Development Block Grant (CDBG) Target Area in the Palm Beach County 5-Year Consolidated Plan. Our proposed CDBG allocation for FY 2021/2022 is estimated to be approximately \$154,205.

In accordance with Housing and Urban Development (HUD) and CDBG requirements, the Village must submit a project to be included within the County's Annual CDBG Work Plan (by March 26, 2021) that meets the following requirements:

- Benefits low- and moderate-income persons
- Include a public facility in need of repair or replacement, including ADA and accessibility improvements, and/or
- Aid in the elimination of blight

As a result, staff is proposing to continue funding the second phase of construction (Phase II) of the Park Connector Pathway Project utilizing the Village's proposed FY 2022 CDBG funding

allocation. This project is a village-wide trail system that is planned to connect nine (9) of the Village's parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed project includes 6.7 miles of interconnected, enhanced sidewalks. The proposed Phase II of the Park Connector Pathway Project is expected to continue to include construction and installation of the proposed improvements.

Note: The Village Council (on November 7, 2019) provided input and direction on the proposed engineering and design plans that have been developed by the Village's consulting engineer prior to proceeding with additional Sub-Phases of the engineering and design portion of this project, which will include wide concrete sidewalk, paver brick separators, concrete illuminated feature, stamped pavement options, landscaping improvements, proposed signage and information boards, etc.

The Park Connector Pathway project consists of two (2) primary components:

Phase I is the professional engineering and design [Village's FY 2019 CDBG Project - Resolution No. 2018-07, (March 8, 2018)]

Phase II is the construction of the system [Village's FY 2020 CDBG Project - Resolution No. 2019-07 (March 14, 2019)].

Within each of these Phases, the project has been broken into five (5) "Sub- Phases" and, thus, the work authorizations are (will be) referenced as such.

Sub-Phase I - South side of Alameda Drive (Davis Road east to the intersecting Pathway Park sidewalk that is located behind the Village Center Complex Ballfields) for a total of approximately 1,400 feet

Note: Phase I is the showcase for the remainder of the project and provides the public with an understanding/expectation for this community park project that will be built over the next few years. This section of the project has been generally completed and the grand opening is planned to be held on Saturday, March 13, 2021 at 8:45 a.m.

Sub-Phase II - Davis Road, from Alameda Drive south to approximately 300 feet north of Lakewood Road (to include Royal Palm Park), approximately 2,600 feet of Greenbriar Drive that turns into Park Lane and west to Kirk Road to include the new Foxtail Palm Park and 600 feet of 10th Avenue North heading east off of Davis Road for a total of approximately 1.4 miles

Note: Sub-Phase II is being proposed to be broken into two (2) separate projects (Sub-Phase IIA & Sub-Phase IIB) to better fund this very large project over a period of years rather than at a single time. Sub-Phase IIB includes Davis Road, from Greenbrier to Lakewood Road is included within the Village's FY 2020-2021 CDBG Annual funding.

Sub-Phase III - Lakewood Road (Davis Road west to Kirk Road), Canal Road (Davis Road west to Kirk Road) and Kirk Road (Lakewood Road north to Canal Road) for a total of approximately 1.26 miles

Sub-Phase IV - Kirk Road (between Canal Road and Park Lane), 10th Avenue North (from Sago Park Road -Sago Palm Park - to Summer Street) and Summer Street (700 feet north to Sabal Palm Park) for a total of approximately 1.42 miles

Sub-Phase V - At this time, the location for the final connection of the proposed Pathway (Sub-Phase V) has not been determined but is expected to connect to a potential new park (that is expected to be located east of Congress Avenue).

The proposed Park Connector Pathway Project - Phase II is expected to include the construction of the pathway system improvements within available rights-of-way throughout the Village. This project was approved by the Village Council on March 8, 2018 (Resolution 2018-07) and Phase II has been included within the Village's FY 2021 Capital Improvement Program (CIP) to partially fund this Phase at an estimated cost of \$837,187. This phase is expected to be completed over the next few fiscal years and has been (or will be) included within the Village's CIP.

Note: This project is expected to be presented to the Council for consideration as the Village's annual CDBG project over the next two (2) to five (5) CDBG funding cycles (provided CDBG funding is available by the federal government) to support the expected construction and

installation costs associated with the proposed Park Connector Pathway System improvements. Additional requests for funding (i.e., CDBG, Sales Tax, Grant Funding, General Fund, etc.) may be required depending on the construction (competitive) pricing that is received by vendors to complete this project.

The FY 2021/2022 CDBG allocation for the Village that is expected to be approved by PBC is approximately \$154,205 and will be reimbursed to the Village - the remaining FY 2021 project budget funding (\$339,829) will be supported utilizing Infrastructure Surtax (Sales Tax) dollars, annual state legislative appropriation/grants (i.e., FRDAP), other grant funding [i.e., Florida Department of Environmental Protection (FDEP), Florida Department of Economic Opportunity (DEO), Recreational Trails Program, Transportation Planning Agency of PBC (TPA)] and/or Village General Fund allocation.

Note: After reviewing engineer opinion of cost and measuring construction pricing trends, it is expected additional funding will be requested to complete this sub-phase of construction. Staff is continuing to apply for additional grant funding opportunities to reduce the impact this project will have on the Village's Budget - General Fund (Infrastructure Surtax).

The proposed park connector pathway improvements, are located both inside and outside of the Village's CDBG Target Area, but will serve the low- and moderate-income residents of the target area by providing an interconnected, pedestrian-friendly pathway between nine (9) of the Village's parks. The proposed pathway would also be ADA-compliant to serve those in the Village with unique abilities as well as our senior population. Additionally, the pathway network will benefit all Village residents; however, 4,730 CDBG Target Area residents living immediately along the Park Connector Pathway, will directly benefit from the new facilities.

In accordance with the previously approved Interlocal Agreement with Palm Beach County that enables the Village to serve as a CDBG sub-recipient ("entitlement") city (Resolution No. 2015-112), the Village (with County oversight) is responsible for all aspects of this project (i.e., establish general project time frame, upfront funding of all associated project costs and outline county and federal requirements - compliance with Palm Beach County Purchasing Code and Davis-Bacon Act minimum wages).

If approved, project (Sub-Phase II - IIa) bidding and selection will be completed by end of December 2021 with construction expected to begin by Spring 2022 with an expected completion in December 2022 (early FY 2023).

Note: The Village issued a Request for Qualifications (RFQ) for professional engineering services (i.e., design, bidding and construction services) (RFQ #2019-001 - General Consulting Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes. The selected engineer - Wantman Group, Inc. - for this project is required to meet local, state and federal procurement funding requirements.

The Planning & Zoning Board considered the proposed project during their February 13, 2018 meeting and recommended (conceptual) approval.

The proposed project application was prepared by the Parks and Recreation's Program Supervisor and reviewed by the Parks and Recreation Director, the Assistant Village Manager, the PZ&B Director and the Finance Director.

FISCAL IMPACT:

The proposed FY 2022 CDBG allocation for the Village is estimated to be \$154,205 and is requested to be approved to support the Park Connector Pathway Project - Sub Phase II. Additional funding above the proposed CDBG allocation (\$862,532.84) will be funded utilizing Infrastructure Surtax (Sales Tax) dollars, annual state legislative appropriation/grants (i.e., FRDAP), other grant funding [i.e., Florida Department of Environmental Protection (FDEP) Recreational Trails Program, Florida Department of Economic Opportunity (DEO), Transportation Planning Agency of PBC (TPA)] and/or Village General Fund allocation.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2019 Actual Funding - General Fund - Various Sources	\$ 156,742.16
FY 2020 Actual Funding - General Fund - Various Sources	\$ 300,488.39
FY 2021 Approved Funding - General Fund - Various Sources	\$ 837,187.00
FY 2022 Requested in FY 2021 Capital Improvement Plan - Various Sources	\$ 494,034.00
FY 2023 Requested in FY 2021 Capital Improvement Plan - Various Sources	\$ 800,000.00
TOTAL Allocated/Estimated Project Funding	\$2,588,451.55

Note: Funding noted in the FY 2021 CIP Budget for FY 2022 and FY 2023 was based on a previous cost estimate for construction for the remaining project sub-phases. Upon completion of the final design plans and development of the engineer's opinion of cost estimate, the construction prices complete the remaining sub-phases are expected to increase above the original project cost estimate.

Note: Village staff is continuously looking for potential grant funding opportunities to offset the increased cost of this project. In addition to annual Community Development Block Grant (CDBG) funding and Village Infrastructure Surtax (Sales Tax) dollars, staff will continue to apply for PBC Solid Waste Authority Blighted and Distressed Property Grant(s), the Florida General Infrastructure Grant [and other opportunities with the Florida Department of Economic Opportunity (DEO)] and the Florida Department of Environmental Protection's Florida Recreation Development Assistance Program (FRDAP) and the Recreation Trails (Grant) Program (RTP).

<u>Available Funding/Revenues (Sources):</u>	<u>Amount</u>
FY 2019 Project Reimbursement - Village CDBG	\$ 133,263.00
FY 2019 Project Contribution - Village General Fund (Surtax)	\$ 23,479.16
FY 2020 Project Reimbursement - Village CDBG	\$ 164,161.39
FY 2020 Project Contribution - Village General Fund (Surtax)	\$ 136,327.00
FY 2021 Project Reimbursement - Village CDBG	\$ 322,495.61
FY 2021 Project Contribution - Village General Fund (Surtax)	\$ 392,623.39
FY 2021 Project Reimbursement - PBC SWA Blighted and Distressed Property Grant	\$ 122,068.00
FY 2022 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2022 Project Contribution - Village General Fund (Surtax)	\$ 339,829.00
FY 2023 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2023 Project Contribution - Village General Fund (Surtax)	\$ 645,795.00
Total Available Funding/Revenues:	\$2,588,451.55

<u>Expected/Actual Project Costs:</u>	<u>Amount</u>
FY 2019 Project Cost - Phase I - Actual Engineering & Design Cost	\$ 156,742.16
FY 2020 Project Cost - Phase I - Actual Engineering, Design Cost	\$ 136,327.00
FY 2021 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 100,000.00
FY 2022 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 18,168.00
FY 2023 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 15,000.00
FY 2020 Project Cost - Phase II - Actual Construction Costs	\$ 164,161.39
FY 2021 Project Cost - Phase II - Estimated Construction Costs	\$ 737,187.00
FY 2022 Project Cost - Phase II - Estimated Construction Costs	\$ 475,866.00
FY 2023 Project Cost - Phase II - Estimated Construction Costs	\$ 785,000.00
Total Expected/Actual Project Costs:	\$ 2,588,451.55

<u>Expected Project Costs (Breakdown by Sub-Phase):</u>	<u>Amount</u>
Project Cost - Phase I - Engineering and Design Cost (by Sub-Phase):	
Sub-Phase I - Alameda Drive	\$ 55,116.00
Sub-Phase I - Alameda Drive (Proposed Change Order No. 2)	\$ 1,500.00

Sub-Phase II - Davis Road	\$ 98,980.00
Sub-Phase II - Davis Road (Change Order No. 1)	\$ 30,280.00
Sub-Phase III - Canal Road, Kirk Road & Lakewood	\$ 77,923.16
Sub-Phase IV - Sago Park & Summer Street	\$ 72,310.00
Sub-Phase V - TBD - East Side of Village	TBD
Total Project Costs - Phase I - Engineering & Design:	\$336,109.16
<i>Expected Project Costs (Breakdown by Sub-Phase):</i>	<i>Amount</i>
Project Cost - Phase II - Construction Cost (by Sub-Phase)	
Sub-Phase I - Alameda Drive	\$ 490,410.00
Sub-Phase II - Davis Road*	\$ 854,553.44 \$ 741,448.16
Sub-Phase III - Canal Road, Kirk Road & Lakewood Road	\$ 100,000.00 \$ 381,865.82
Sub-Phase IV - Sago Park & Summer Street	\$ 596,905.05
Sub-Phase V - TBD - East Side of Village	TBD
Total Project - Phase II Construction	\$3,165,182.30

Note: Sub-phase II Davis Road has been broken into two (2) sub-phases (Sub-Phase IIA & Sub-Phase IIB) due to the size and scope of the project area. Sub-phase IIA includes Davis Road, from Alameda Drive to Greenbrier Drive and west to Foxtail Palm Park, and Sub-phase IIB includes Davis Road, from Greenbrier Drive south to Lakewood Road.

Note: The new, expected/estimated project costs for construction of the remaining sub-phases are based on the engineer's opinion of cost that has been recently received from the Village's contracted engineering firm, Wantman Group. As a result of current and expected construction price trends, it is expected that the proposed engineering and construction costs will increase due to the actual/experienced cost increases that are being experienced within South Florida today. Thus, the on-going Phase II is projected to result in an approximate \$240,622 increase above the budgeted amount for this portion of the Park Connector Pathway project. As additional sub-phases are designed, the projected or planned estimated costs may also increase as a result of construction costs at the time that the project sub-phases are planned to go forward.

Note: The proposed easement agreement is required by Florida Power and Light (FPL) prior to proceeding with the underground conversion of the overhead lines in the section along Alameda Drive. As part of the agreement with FPL, there will be no additional construction cost to relocate the power line.

An internal budget transfer or amendment to support this proposed change order will be completed within the General Fund at a later date, if necessary.

The Village will not expend more than the amount in the approved budget as it may be

adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed Resolution No. 2021-04 - CDBG Grant Application

FY 2022 CDBG Allocation Funding Notification

Park Connector Pathway Map

CDBG Target Area Map

Proposed CDBG Agreement - Palm Beach County

RESOLUTION NO. 2021-04

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING FUNDS ALLOCATED BY THE PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT TO THE VILLAGE OF PALM SPRINGS FOR FISCAL YEAR 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BE USED TOWARD THE FOXTAIL PALM PARK, LOCATED AT THE NORTHEAST CORNER OF PARK LANE AND KIRK ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes;

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Foxtail Palm Park ("Project") for the construction and park improvements that shall include, but not be limited to, drainage installation, site work, parking improvements, pathways, a shade structure, playground equipment and other work and amenities associated with the installation of a park/playground; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

- (1) will benefit low and moderate income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and proposed

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

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

Section 1. The "Whereas" clauses are incorporated herein are true and correct and

are hereby made a specific part of this Resolution.

Section 2. The Village Council hereby authorizes and directs the Village Manager to submit a grant application to the Palm Beach County Housing and Community Development in the amount \$399,900 for the Fiscal Year 2018-2019 Community Development Block Grant to undertake the Project.

Section 3. All funds derived from this Grant will be used toward completion of the Foxtail Palm Park.

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

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, _____	☐	☐	☐
JONI BRINKMAN, _____	☐	☐	☐
PATTI WALLER, _____	☐	☐	☐
GARY READY, _____	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of March 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



**Department of
Housing & Economic
Sustainability**

Strategic Planning

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/hes

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth,
Vice Mayor

Maria Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

February 8, 2021

Mr. Richard Reade, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: Fiscal Year (FY) 2021-2022 Community Development Block
Grant (CDBG) Program

Dear Mr. Reade:

The Department of Housing and Economic Sustainability (DHES) has commenced preparation of the FY 2021-2022 Action Plan and anticipates providing continued CDBG support to the Village of Palm Springs. Accordingly, please complete and return the attached funding application to DHES no later than **March 26, 2021**, via email to hes-submit@pbcgov.org, or hard copy to DHES, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

The County allocates CDBG funds to municipalities on a formula basis. The U.S. Department of Housing and Urban Development has not yet advised of the amount of the County's FY 2021-2022 CDBG grant. Therefore, for purposes of your application, the amount of CDBG funds requested should be the same as allocated during FY 2020-2021 (\$154,205). If your application is approved for funding, the award will be based on your FY 2021-2022 CDBG formula amount.

The Board of County Commissioners (BCC) will discuss CDBG funding strategies at a public workshop tentatively scheduled for April 27, 2021. Contingent on BCC direction, proposed CDBG allocations will be included in the FY 2021-2022 Action Plan and presented to the BCC for approval in July 2021.

If you have any questions, please contact Carlos Serrano, Director of Strategic Planning and Operations at (561) 233-3608 or cserrano@pbcgov.org.

Sincerely,

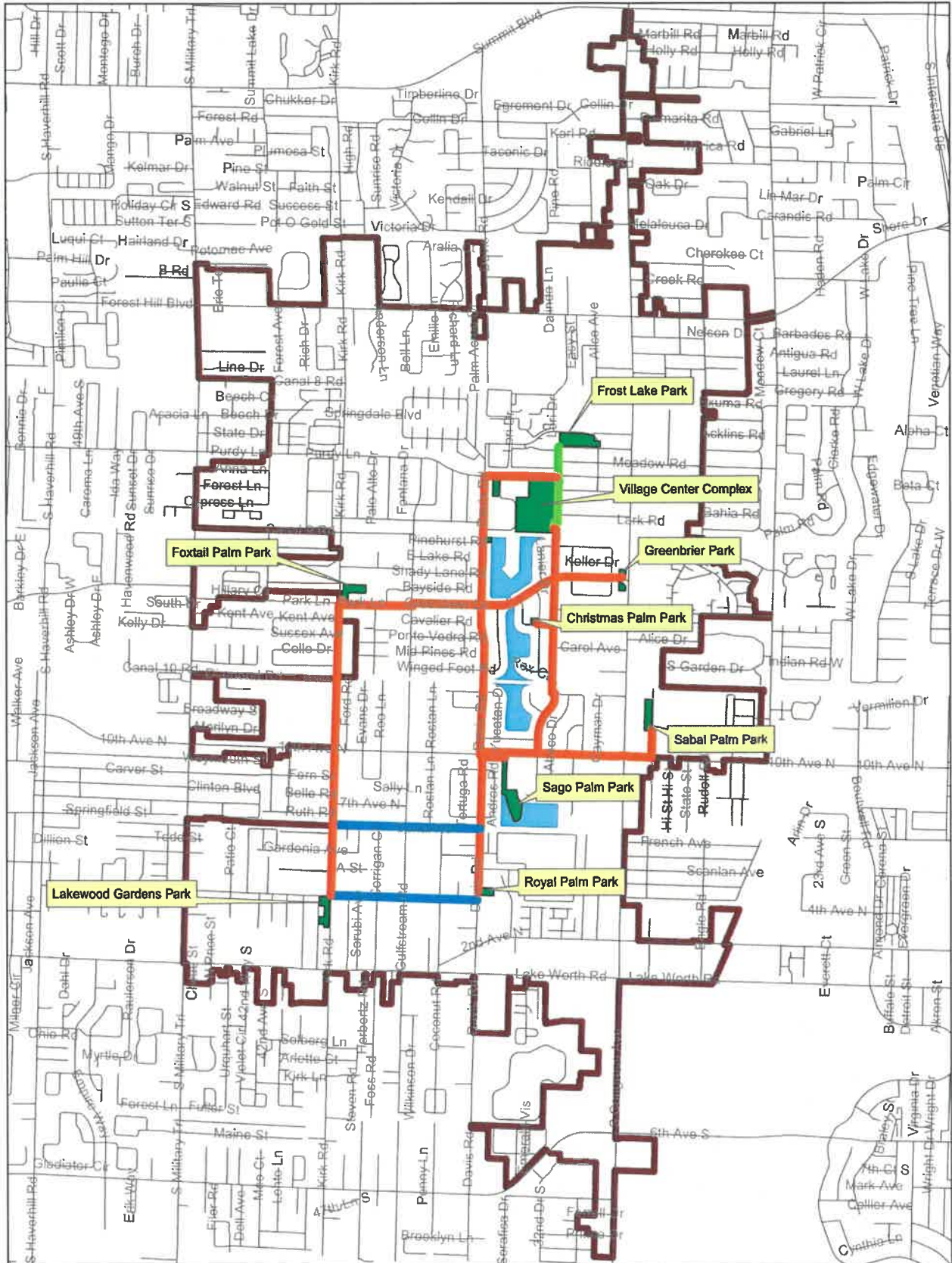
Jonathan B. Brown, Director
Department of Housing and Economic Sustainability

Attachment

cc: Iramis Cabrera, PZ&B Interim Director, Palm Springs
Sherry Howard, Deputy Director, DHES
Carlos Serrano, SPO Director, DHES
Clement Clarke, Principal Planner, DHES

VILLAGE OF PALM SPRINGS

Park Connector Pathways



Park Routes

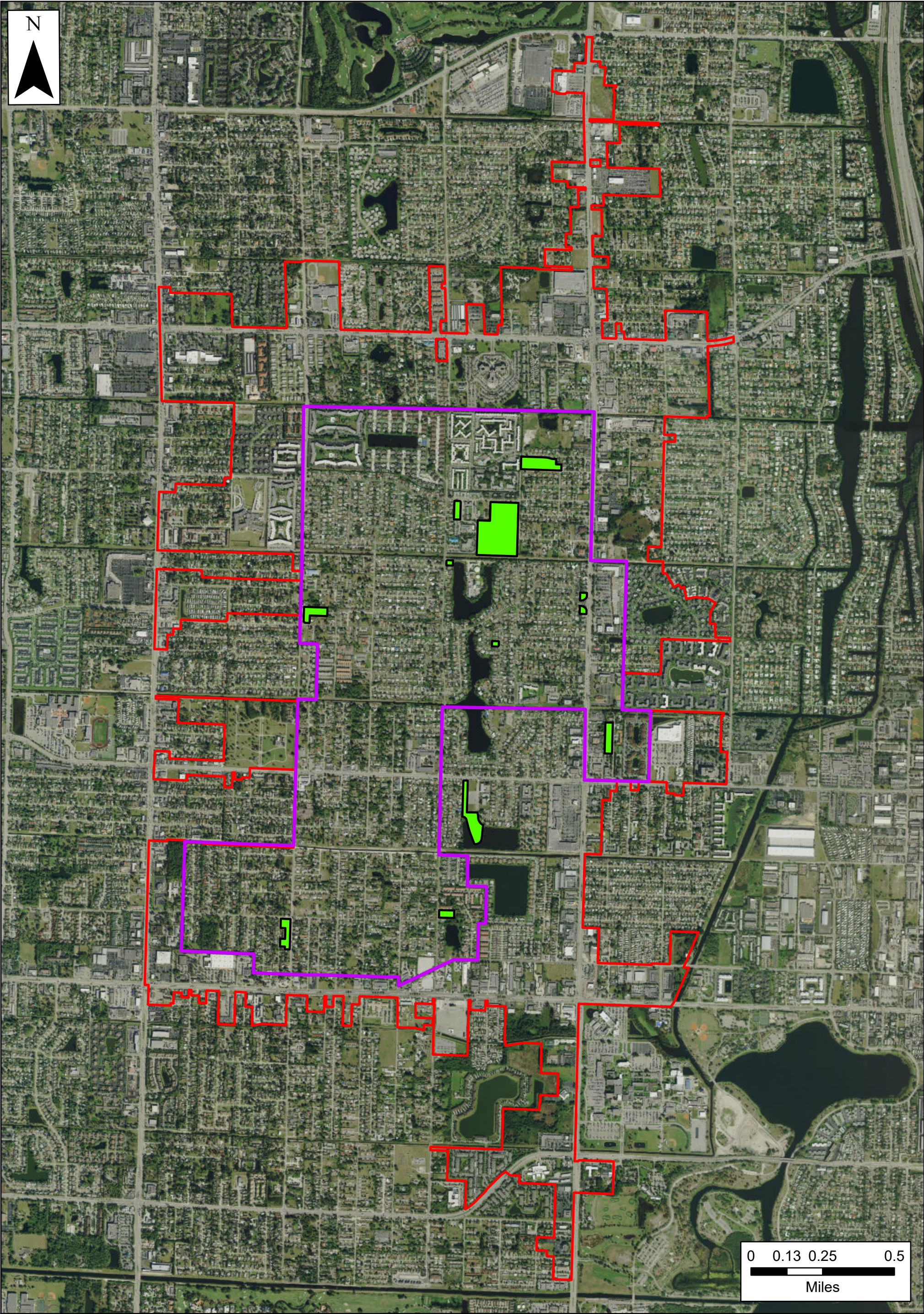
- Existing Pathway Park
- Existing Sidewalks for Pathway Enhancements
- Proposed (new) Pathways

- Parks in Palm Springs
- Roads
- Village Limits

0 0.25 0.5 Miles



DATE: 02/08/2018



Village of Palm Springs

CDBG Target Area

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness of use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

- CDBG Target Area
- Parks
- Village Limits

Data Source: CDBG Target Area provided by the Village of Palm Springs, Parks provided by the Village of Palm Springs, Village Limits provided by the Village of Palm Springs, Basemap imagery provided by ESRI Online Services.

**DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING APPLICATION FY 2021-2022**

To request technical assistance call (561) 233-3623 or email msklar@pbcgov.org.

I. APPLICANT INFORMATION

Municipality:	Village of Palm Springs
Contact Person:	Justin Lucas
Title:	Parks and Recreation Director
Address:	226 Cypress Lane
City; State; Zip Code:	Palm Springs, Florida, 33461
Phone Number:	561-964-8820
E-mail Address:	jlucas@vpsfl.org
Name of Person Signing:	Richard J. Reade
Title of Person Signing:	Village Manager

Municipal applications must be signed by the City Manager or designee.

Signature: _____ **Date:** _____

II. PROJECT INFORMATION

a. Project Description

1. Name of Project:

Park Connector Pathway System

2. Project Description:

- a) Provide a detailed description of the work to be undertaken, including the current status of planning and design:

Davis Road from Alameda Drive south to Greenbrier Drive and west to Foxtail Palm Park. Construct and install improvements to existing sidewalk network to create an interconnected pathway system, enhanced with pedestrian amenities that link nine (9) of the Village's parks. Design has been completed by Wantman Group, Inc. See Attachment 3 Preliminary Design

- b) For projects serving all persons in a geographic area, identify the general bounds of the project service area:

The proposed Park Connector Pathway System will serve all Residents, however, will be immediately accessible to those on Davis Road between Alameda Drive and Greenbrier Drive and those from Davis Road to Kirk Road along Greenbrier and Park Lane (Foxtail Palm Park)

- c) For projects serving a certain group(s) of users or a specific limited population(s), identify the user group(s)/population(s) and the unduplicated number of persons to be served:

The proposed project will serve all Village Residents, as well as Residents of the unincorporated area living in proximity to Village parks

3. Project Location

- a) Project Address:

Public rights of way. See Attachment 1 for location map and project description

- b) Property Control Number(s):

N/A

Attach street map and plat map

4. Project Specific Information (N/A for code enforcement)

- a) Identify owner of property. If applicant is not owner, explain:

Village of Palm Springs public rights of way

- b) Identify zoning and land use designations of project site.

Public rights of way (No zoning/land use)

- c) Describe status of project design, and if available, attach preliminary design.

The proposed project includes construction and installation of improvements to expand the existing sidewalk network. The existing system consists of 4' to 5' concrete and asphalt sidewalks that are disconnected throughout the Village. The proposed improvements would include a wider 6' to 8' pathway (as can be accommodated by existing rights of way) completing the entire pathway network as well as enhancements such as pedestrian lighting, benches, water fountains, and decorative pavers at key intersections

III. PROJECT JUSTIFICATION

Describe the need for proposed project and how the project will address the identified need(s):

An interconnected pedestrian facility that links nine (9) of the Village parks to provide residents with a designated route to walk or bike between recreation facilities and passive open spaces. This designated route will provide a safe, convenient, ADA accessible pathway that receives high levels of pedestrian travel and activity. As such, the enhanced pathway system will provide a comfortable means for pedestrian travel that serves as a leisure facility itself with a circuit or series of loops with varying lengths.

The existing sidewalk network is comprised of aging 4' to 5' wide sidewalks. The proposed project will expand the width of sidewalks along Davis Road west side and along the north side of Greenbrier and install sidewalks that currently do not exist along Park Lane leading to Foxtail Palm Park. Installment and replacement will eliminate deficiencies in the sidewalk system and serve the entire population, including those with disabilities.

IV. PROJECT IMPLEMENTATION

a. Project Implementation

1. Explain in detail how the agency (and who specifically) will implement the project:

The Village of Palm Springs will issue an invitation to bid (ITB) under the direction of the Parks and Recreation Director with oversight from Public Services.

2. Attach an implementation schedule that lists the following:

- Tasks to be undertaken;
- Dates for initiation and completion of each task; and
- Dates for start and completion of expenditure of CDBG funds.

Include any pertinent comments/information to support feasibility of the proposed schedule.

V. PROJECT BUDGET

CDBG funds shall not supplant non-federal funds budgeted for the project.

a. Budget

1. Total Project Cost:

\$854,553 (estimated cost for all phases of constructing the pathway system is \$2,250,000)

2. CDBG Funds Requested:

\$154, 405

3. **Attach an itemized project budget** that includes all sources and uses of funds and identifies proposed uses of CDBG funds.

4. Provide details as to non-CDBG source funding timing and availability and **attach supporting documentation**, if available:

The Village has estimated and budgeted in its Capital Improvement Plan (CIP) \$2,250,000 for the construction and installation of the entire Park Connector Pathway system. The Village anticipates this project being completed over the next 2 to 5 fiscal years.

The Village will be responsible for project costs exceeding the annual CDBG allocation. See draft capital budget and attachment #8.

5. **Attach a construction cost estimate** for the project from an engineer, registered architect, licensed contractor, or other qualified party. (N/A for code enforcement)

6. Will fees be charged for the use of the facility? (N/A for code enforcement)
If yes, provide details on the nature and amount of the fees:

No

7. Is the facility leased, or anticipated to be leased, by users other than the applicant? (N/A for code enforcement) If yes, identify users and lease arrangements:

No

8. Will assessments be levied on real property to recover project capital costs? (N/A for code enforcement) If yes, explain:

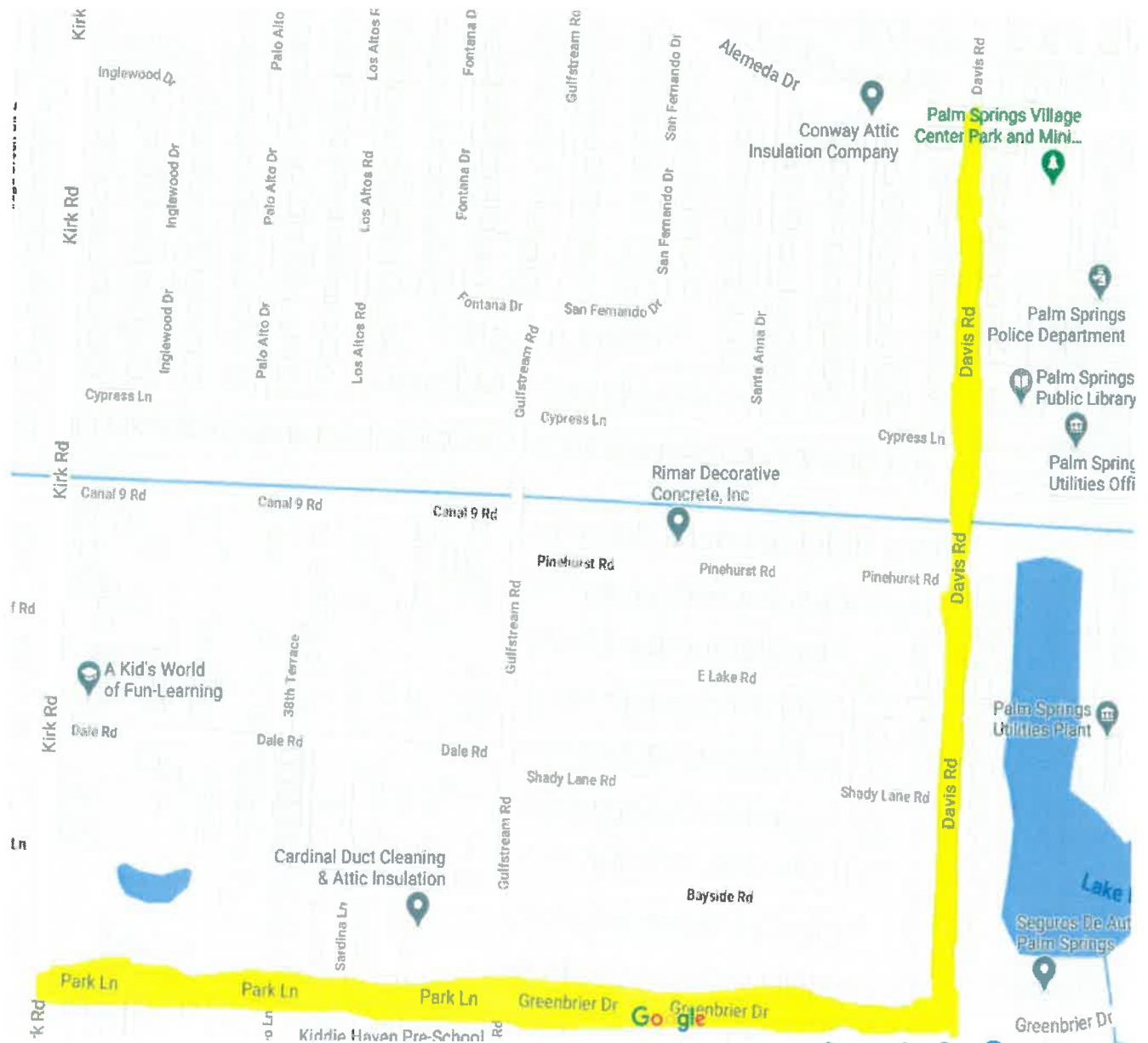
No

VII. REQUIRED ATTACHMENTS

<u>Document</u>	<u>Attached</u>
1. Street map showing location of project	Attachment 1
2. Plat Map of project site	Attachment 2
3. Project preliminary design	Attachment 3
4. Project Schedule	Attachment 4
5. Project Budget	Attachment 5
6. Documentation of availability of non-CDBG funds	Attachment 6
7. Construction cost estimate	Attachment 7
8. Photos of proposed area	Attachment 8

THE STRATEGIC PLANNING SECTION WILL PROVIDE TECHNICAL ASSISTANCE, IF NEEDED. IF YOU HAVE ANY QUESTIONS REGARDING THIS APPLICATION, PLEASE CONTACT THE SECTION AT (561) 233-3623 OR EMAIL msklar@pbcgov.org.

Attachment 1



Attachment 2

Plat Map of project site

IN SEC.13, TWP.44S., RGE. 42 E. & SEC.18, TWP.44S., RGE.43 E.
PALM BEACH COUNTY, FLORIDA
IN 2 SHEETS. SHEET NO. 1

78

[illegible]

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its President and attested by its Assistant Secretary and its corporate seal to be affixed hereto, by and with the authority of the Board of Directors, this 12th day of JULY, A.D. 1937.

Attest: _____
By: Mary H. Parks Assistant Secretary
By: Clifford Russell President

STATE OF FLORIDA
COUNTY OF PALM BEACH¹⁵

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CLIFFORD RUSSELL AYRA K. PARRIS, President and Assistant Secretary respectively, of the CLIFFORD RUSSELL AYRA K. PARRIS CORPORATION, to me well known and known to me to be the individuals described in, and who executed the foregoing declaration, and they acknowledged before me that they executed the same as such officers of said Corporation, by and with the authority of its Board of Directors, for the purposes therein expressed, and that their act and deed was the act and deed of said Corporation.

WITNESS my hand and official seal at CLIFFORD RUSSELL AYRA K. PARRIS CORPORATION, County of Palm Beach, State of Florida,
this 12 _____ A.D. 1987.

My Commission expires: September 17 1959

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that the plat shown herein is a true and correct representation of a survey under my direction, of the hereto described property, and that said survey is accurate to the best of my knowledge and belief, and that permanent reference monuments (P.R.M.) have been placed as required by law.

Wm. B. Buchanan

Subscribed and sworn to before me this 2nd day of July, A.D. 1957.

My Commission expires: June 6, 1962 History Public

BROCKWAY, WEBER & BROCKWAY
ENGINEERS
WEST PALM BEACH, FLORIDA

VILLAGE OF
PALM SPRINGS
PLAT NO.4
IN 2 SHEETS. SHEET 1

FIELD	SCALE	1" = 100'	Dep. No.
OFFICE			
EN. NO. 888	DATE:	JULY, 1957	Job No. 88-1

NOTE
All Curves are 25 ft. radius, unless otherwise shown.
All Easements are for Public Utilities, unless otherwise noted.
Building Setback Lines shall be as required by ordinance of
the Village of Palm Springs, Florida.
Sector Easements are shown from _____

Approved: August 12, A.D. 1957
Board of County Commissioners

Approved: July 12 1964
Village of Palm Springs, Florida
James E. Hance

[illegible]

MILITARY HILL
P.B.23, PG.21

NOT PLATTED

This is not a certified copy

This is not a certified copy



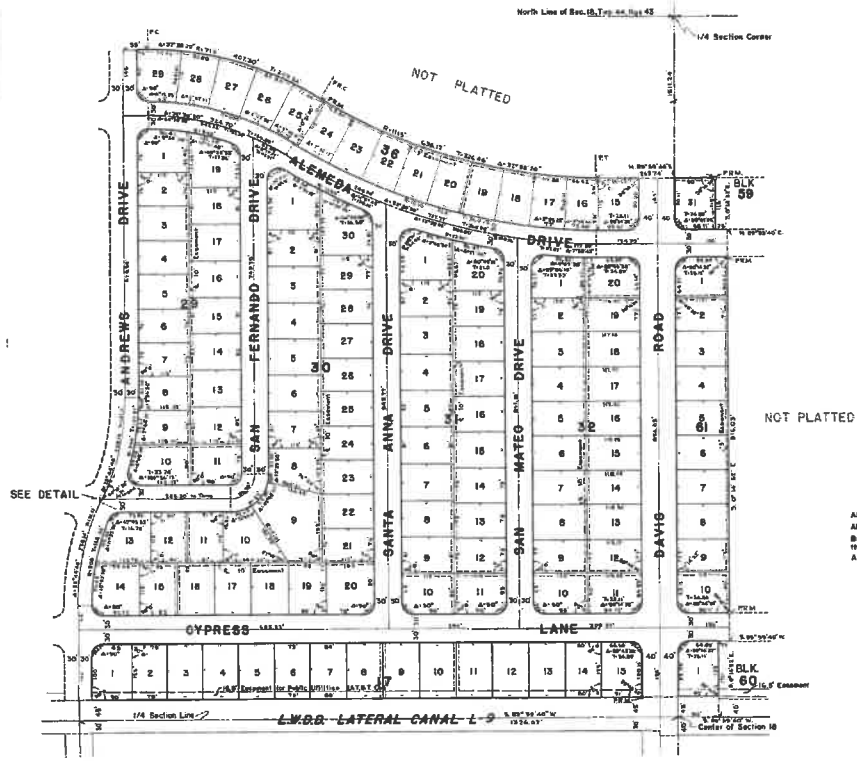
VILLAGE OF
PALM SPRINGS
PLAT NO. 4

IN SEC. 13, TWP. 44 S., RGE. 42 E. & SEC. 18, TWP. 44 S., RGE. 43 E.
PALM BEACH COUNTY, FLORIDA
IN 2 SHEETS, SHEET NO. 2

79

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record at _____ M.
the _____ day of _____
19____ and duly recorded in Plat Book No. _____
at _____
J. ALEX. ARNETTE, Clerk Circuit Court
D. C.

SHEET NO. 1



DETAIL OF INTERSECTION OF
SAN FERNANDO DRIVE & ANDREWS DRIVE
No Scale

NOTE
All Curves are 20 ft. radius, unless otherwise shown.
All Easements are for Public Utilities, unless otherwise noted.
Building Setback Lines shall be as required by ordinances of
the Village of Palm Springs, Florida.
Anchor Easements are shown thus:

VILLAGE OF PALM SPRINGS
PLAT NO. 2
P.B. 25 P.G. 49

BROCKWAY, WEBER & BROCKWAY ENGINEERS WEST PALM BEACH, FLORIDA		
VILLAGE OF PALM SPRINGS PLAT NO. 4 IN 2 SHEETS, SHEET 2		
SCALE: 1" = 100'	Drawn By:	
DATE: JULY, 1957	Check By:	

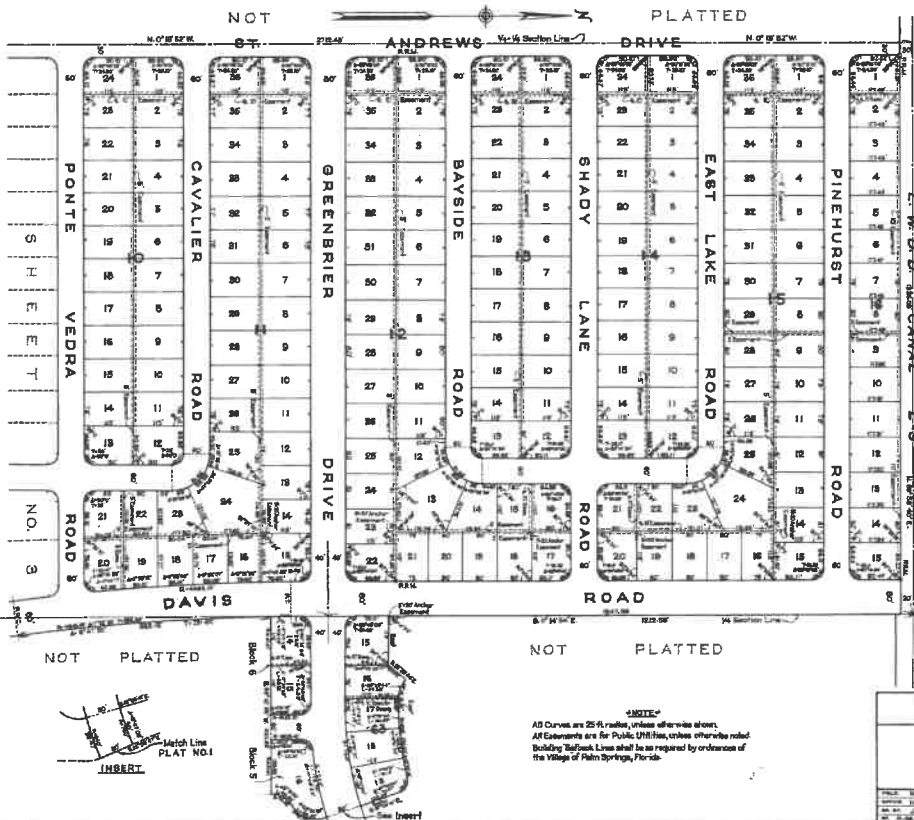
VILLAGE OF PALM SPRINGS

PLAT NO. 2
IN SECTIONS 18 & 19, TWP. 44S., RGE. 43E.
PALM BEACH COUNTY, FLORIDA
IN 3 SHEETS SHEET NO. 2

Scale: 1"=100'

49

STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plat was filed for record on _____
at _____
and duly recorded in Plat Book No. _____
at _____
I, ALEX ARNETT, Clerk Circuit Court
By _____ D. C.



BROCKWAY, WEBER & BROCKWAY
ENGINEERS
WEST PALM BEACH, FLORIDA

VILLAGE OF
PALM SPRINGS
IN 3 SHEETS SHEET NO. 2
PLAT NO. 2

Scale: 1"=100'
DATE: MAY, 1987
Dwg. No. _____

This is not a certified copy

This is not a certified copy.

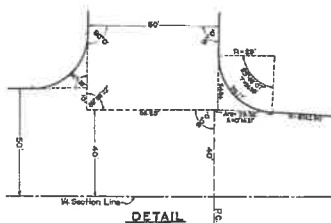
VILLAGE OF PALM SPRINGS

PLAT NO. 2
IN SECTIONS 18 & 19, TWP 44 S., R6E. 43E.
PALM BEACH COUNTY, FLORIDA
IN 3 SHEETS SHEET NO. 3

Scale 1"=100'

50

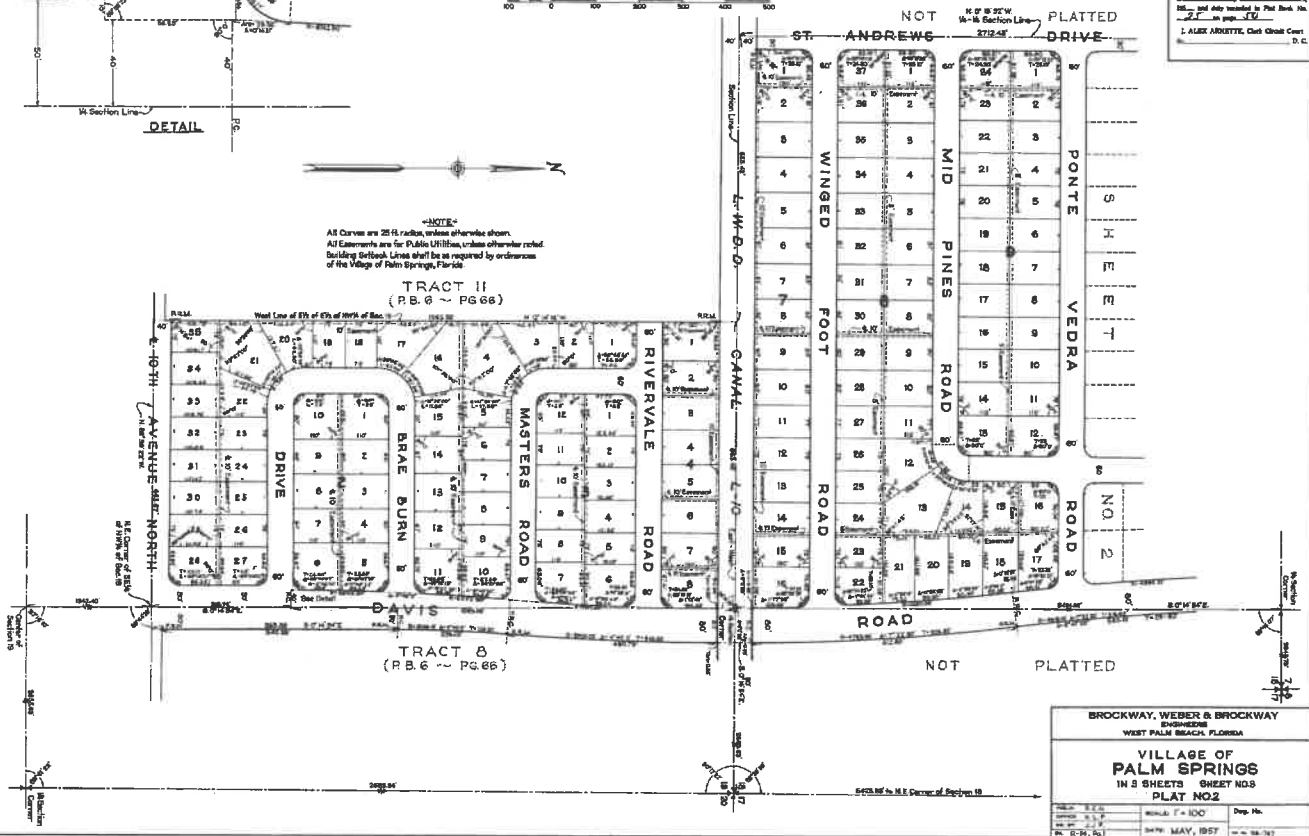
STATE OF FLORIDA
COUNTY OF PALM BEACH
This Plan was filed for record on _____ at _____
O'clock _____ of _____
1957 and duly recorded by Not Public in
Book _____ Page _____
I, ALICE ARNETTE, Clerk Circuit Court
D. C.



NOTE:
All Curves are 25 ft. radius, unless otherwise shown.
All Easements are for Public Utilities, unless otherwise noted.
Building Footprint Lines shall be as required by ordinances
of the Village of Palm Springs, Florida.

TRACT II
(R.B. 6 ~ PG 66)

TRACT 8
(R.B. 6 ~ PG 66)



BROCKWAY, WEBER & BROCKWAY
ENGINEERS
WEST PALM BEACH, FLORIDA

VILLAGE OF
PALM SPRINGS
IN 3 SHEETS SHEET NO. 3
PLAT NO. 2

Scale 1"=100'
Date MAY, 1957
Dep. No. 10-18-57

Attachment 3

Project preliminary design

VILLAGE OF PALM SPRINGS

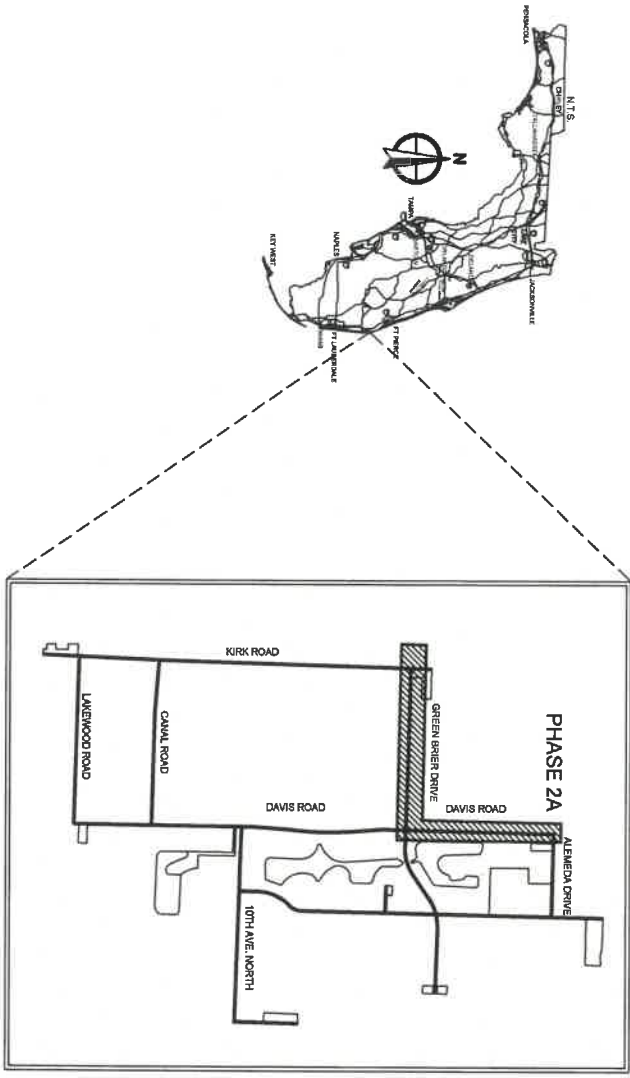
PARK CONNECTOR PATHWAY

PHASE 2A

100% CONSTRUCTION DOCUMENTS - BID SET



LOCATION MAP



SHEET INDEX

CIVIL PLANS	GENERAL NOTES
GN-100	PAVING AND GRADING PLAN
C-101 - C-104	
HARDSCAPE PLANS	
LH-100 - LH-104	
LH-500	
LH-600	
LANDSCAPE PLANS	
LD-100 - LD-104	
LD-500	
LP-100 - LP-101	
LP-500	
LP-600	
IRRIGATION PLANS	
IP-100 - IP-101	
IP-500	

SHEET:
LC-100

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2A

BID SET

DATE: 12/29/2019
JOB NO.: 3527.02
DRAWN BY: KSB/J
CHECK BY: KSB/J
DATE: 12/29/2019

WGL

3527.02
KSB/J
KSB/J
12/29/2019

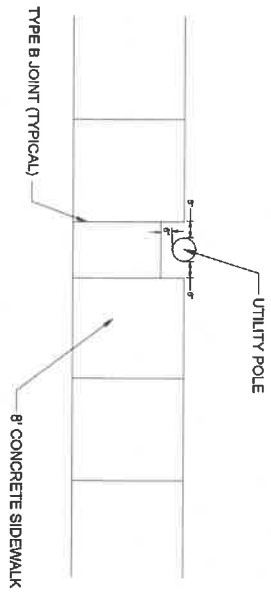
WGL
3527.02
KSB/J
KSB/J
12/29/2019

WGL
3527.02
KSB/J
KSB/J
12/29/2019

WGL
3527.02
KSB/J
KSB/J
12/29/2019

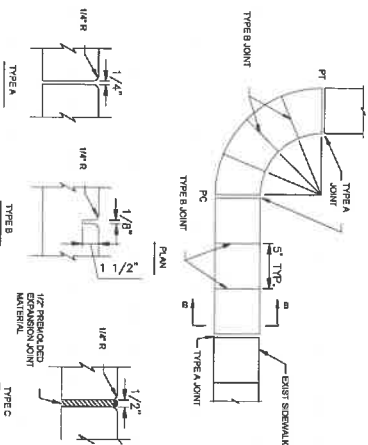
WGL
3527.02
KSB/J
KSB/J
12/29/2019

WGL
3527.02
KSB/J
KSB/J
12/29/2019



UTILITY POLE IN SIDEWALK DETAIL

SCALE: NONE



- NOTES:
1. SIDEWALKS TO BE POURED AND CURED CONCRETE, MIN 3000 PSI @ 28 DAYS
 2. BASE TO BE 4\"/>

SIDEWALK CONSTRUCTION

SCALE: NONE

TYPE	LOCATION
TYPE A	P.C. & P.T. OF CURVES
TYPE B	9\"/>
TYPE C	INTERSECTIONS, DRIVEWAYS, SIDEWALKS, DRIVEWAYS, SIDEWALKS

- LEGEND
- RIGHT-OF-WAY LINE
 - PROPOSED CONCRETE
 - EXISTING SIDEWALK (TO BE REMOVED)
 - EXISTING DRIVEWAY PAVEMENT
 - PROPOSED DRIVEWAY PAVEMENT
 - EXISTING GROUND ELEVATION
 - PROPOSED GROUND ELEVATION
 - FLOW DIRECTION
 - EXISTING STREET SIGN

GENERAL NOTES

1. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
2. STANDARD DETAILS AND SPECIFICATIONS - STATE, COUNTY AND LOCALITY OF PALM SPRING SHALL BE USED. ANY DEVIATIONS FROM THESE DETAILS AND SPECIFICATIONS SHALL BE APPROVED BY THE ENGINEER BEFORE CONSTRUCTION.
3. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
4. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
5. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
6. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
7. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
8. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.

CLEARING AND GRUBBING NOTES

1. CONTRACTOR SHALL REMOVE ALL TREES, SHRUBS AND OTHER VEGETATION WITHIN THE LIMITS OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
2. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
3. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
4. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
5. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
6. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
7. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
8. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.

DEMOLITION NOTES

1. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
2. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
3. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
4. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
5. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
6. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
7. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
8. BEFORE ANY CONSTRUCTION SHALL BE DONE IN A NEIGHBORLY LANE, THE OWNER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.

SIDEWALK NOTES

1. SIDEWALKS SHALL BE POURED AND CURED CONCRETE, MIN 3000 PSI @ 28 DAYS
2. BASE TO BE 4\"/>

HYDRANT RELOCATION NOTES:

1. CONTRACTOR SHALL UTILITY EXISTING GATE VALVE TO SHUT OFF WATER FROM FIRE HYDRANT LOCATION

VILLAGE OF PALM SPRING PARK CONNECTION PATHWAYS PHASE 2A

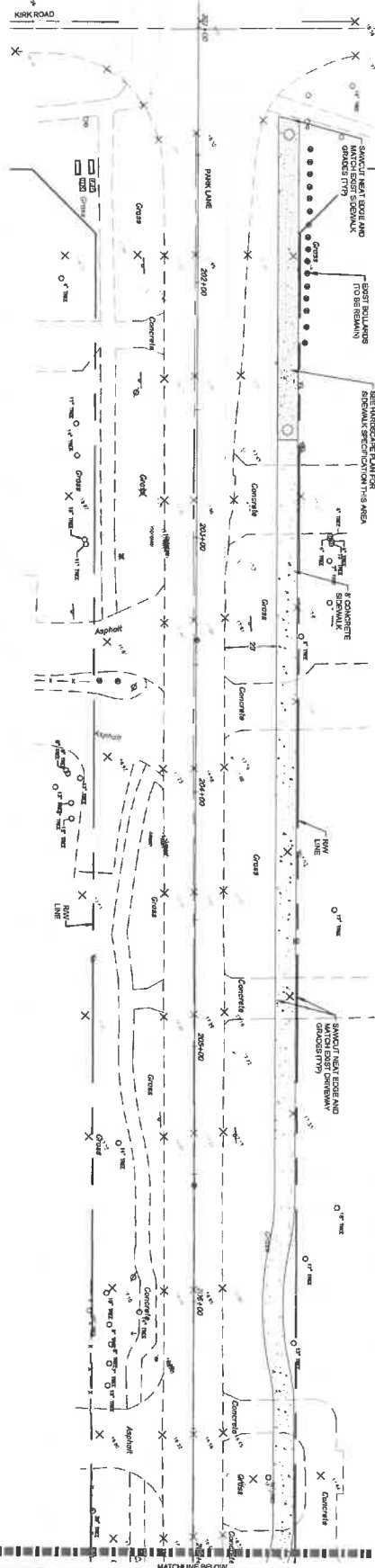
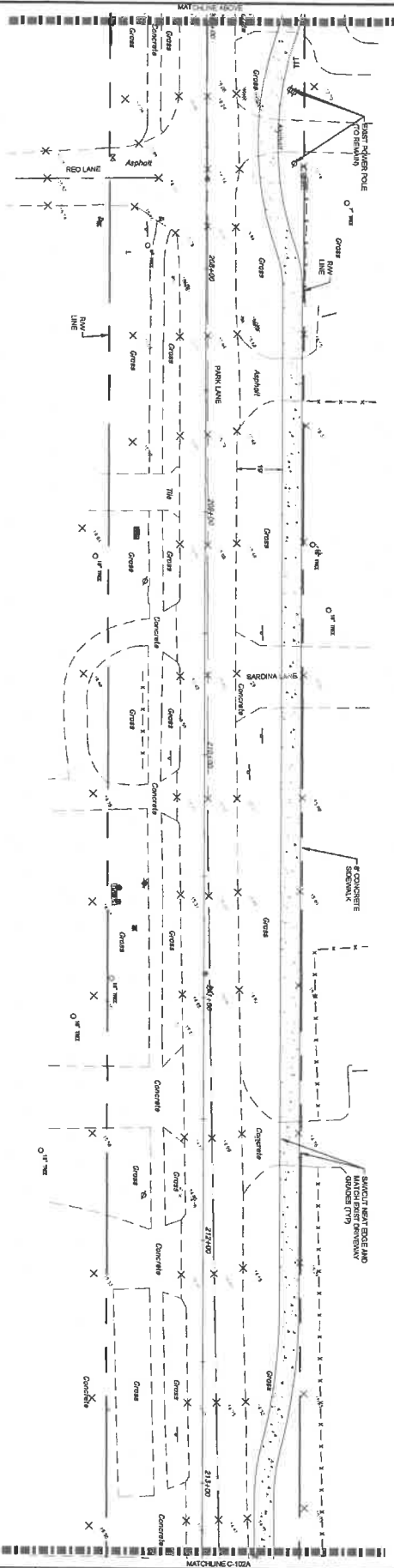
GENERAL NOTES AND DETAILS

SHEET: GN-1

WGL

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 888.909.2220 www.wgln.com
Cert No. 8091 - LB No. 7055

NO.	DATE	DESCRIPTION	REVISION
1	12/22/10	1.0	ISSUED FOR PERMIT
2	12/22/10	2.0	ISSUED FOR PERMIT
3	12/22/10	3.0	ISSUED FOR PERMIT
4	12/22/10	4.0	ISSUED FOR PERMIT
5	12/22/10	5.0	ISSUED FOR PERMIT
6	12/22/10	6.0	ISSUED FOR PERMIT
7	12/22/10	7.0	ISSUED FOR PERMIT
8	12/22/10	8.0	ISSUED FOR PERMIT
9	12/22/10	9.0	ISSUED FOR PERMIT
10	12/22/10	10.0	ISSUED FOR PERMIT



1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS



WGI®
2135 Vero Parkway, West Palm Beach, FL 33411
Phone No: 888 908-2230 • www.wgi.com
Cart No: 6091 • LB No: 7055

CADD INFORMATION		PROJECT GENERAL DATA			
		NO.	DATE	DESCRIPTION	BY
CAD	35075044PGDWG				
BUILDER OF RECORD	JOB NO. 3527.02				
CONTRIBUTOR 1, HOLDER, PC	DRAWN BY TD				
	CHECK BY CLH				
	DATE 12/20/10				

**VILLAGE OF PALM SPRING PARK
CONNECTION PATHWAYS PHASE 2A**

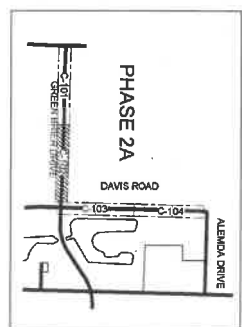
CONCEPT PAVING AND GRADING PLAN

SHEET:
C-101

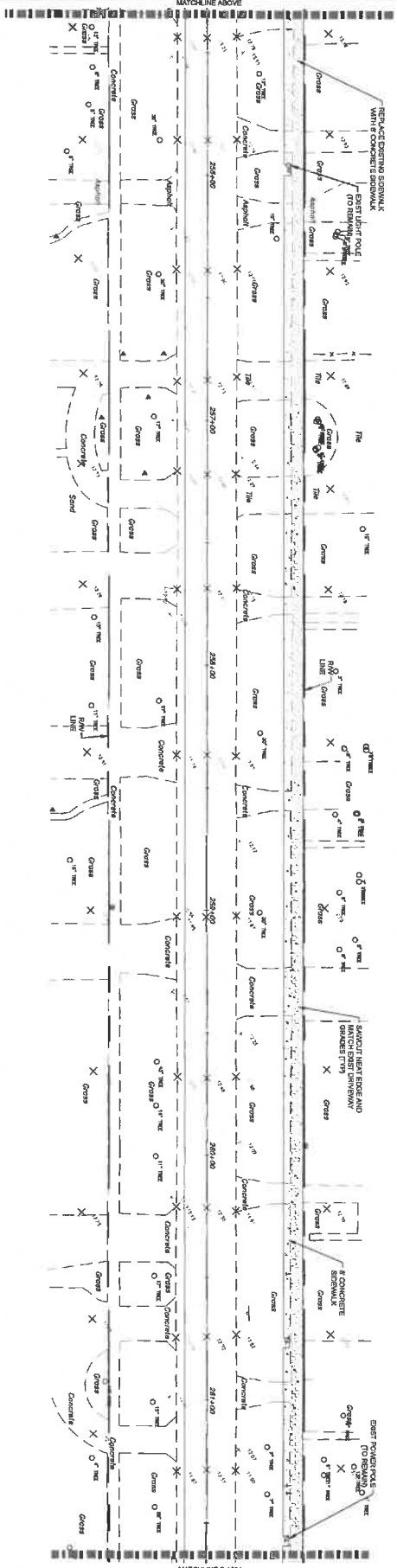
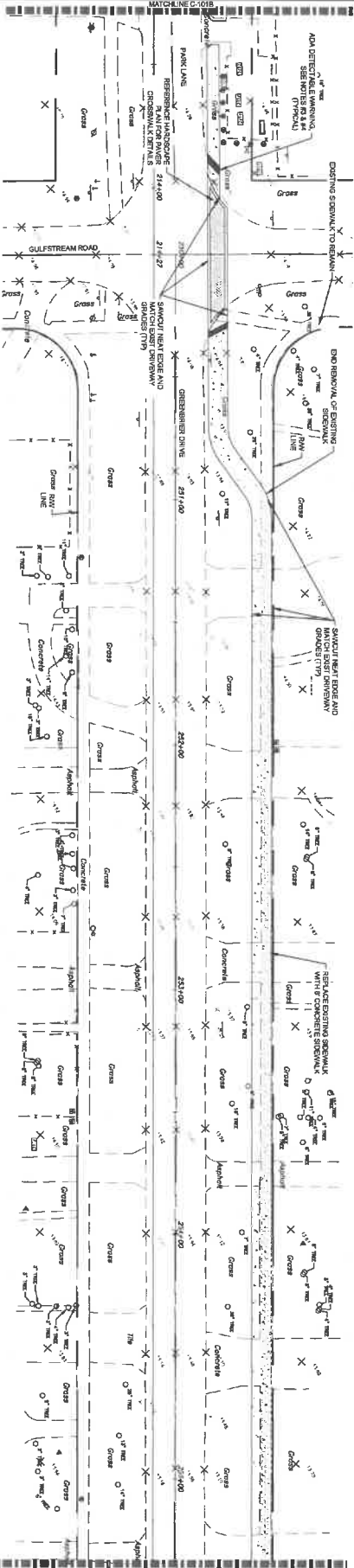
NOTES:

1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS.

SHEET KEY MAP



WGI
2535 Vista Parkway, West Palm Beach, FL 33411
Phone No. 888.358.2225 www.wgi.com
Cert No. 10811 - LB No. 7295



NO.	DATE	DESCRIPTION	BY
1	12/22/19	ISSUED FOR PERMIT	TD
2	01/15/20	REVISED PER COMMENTS	CJH
3	02/10/20	REVISED PER COMMENTS	TD

**VILLAGE OF PALM SPRING PARK
CONNECTION PATHWAYS PHASE 2A**

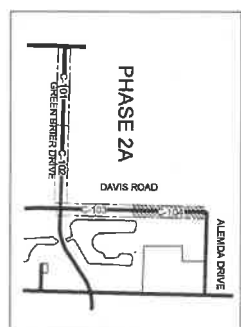
CONCEPT PAVING AND GRADING PLAN

SHEET:
C-102

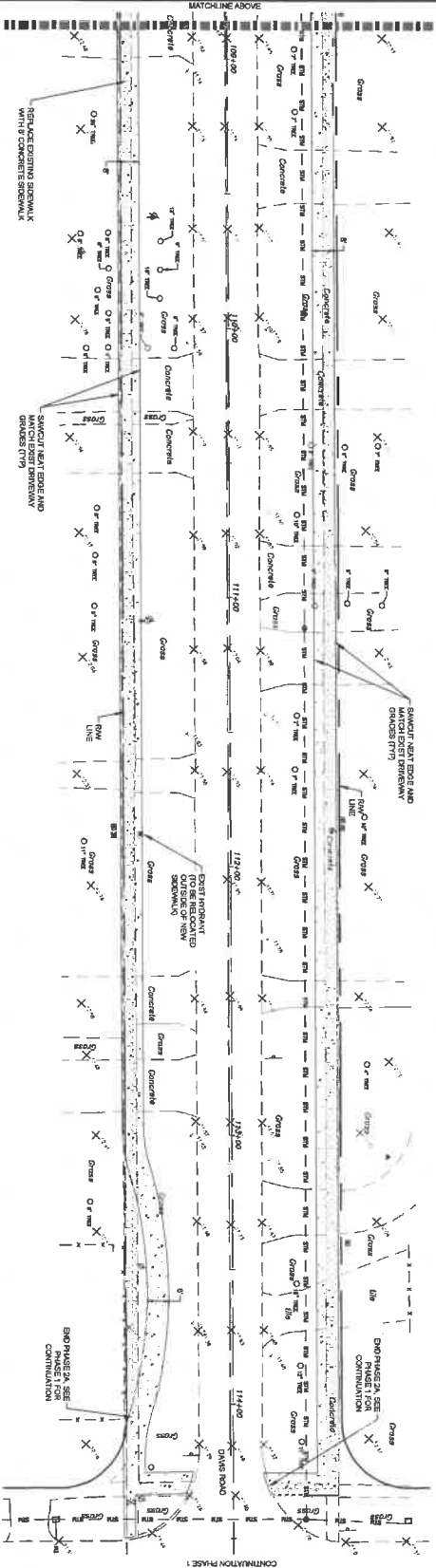
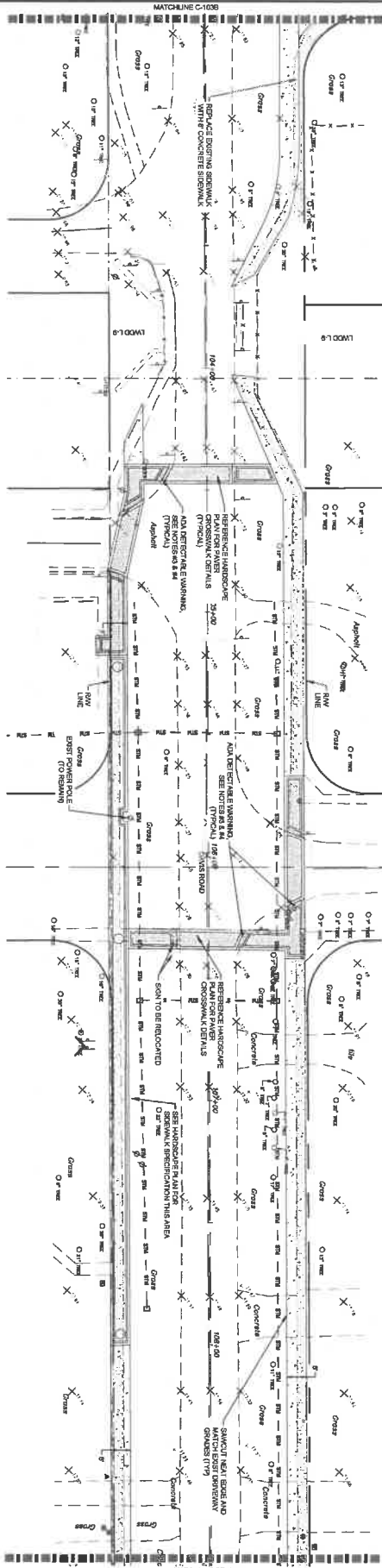
NOTES:

1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS

SHEET KEY MAP



WGL
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 561.938.2221 www.wgln.com
Cert No. 6031 - LB No. 7055

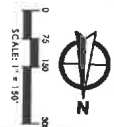
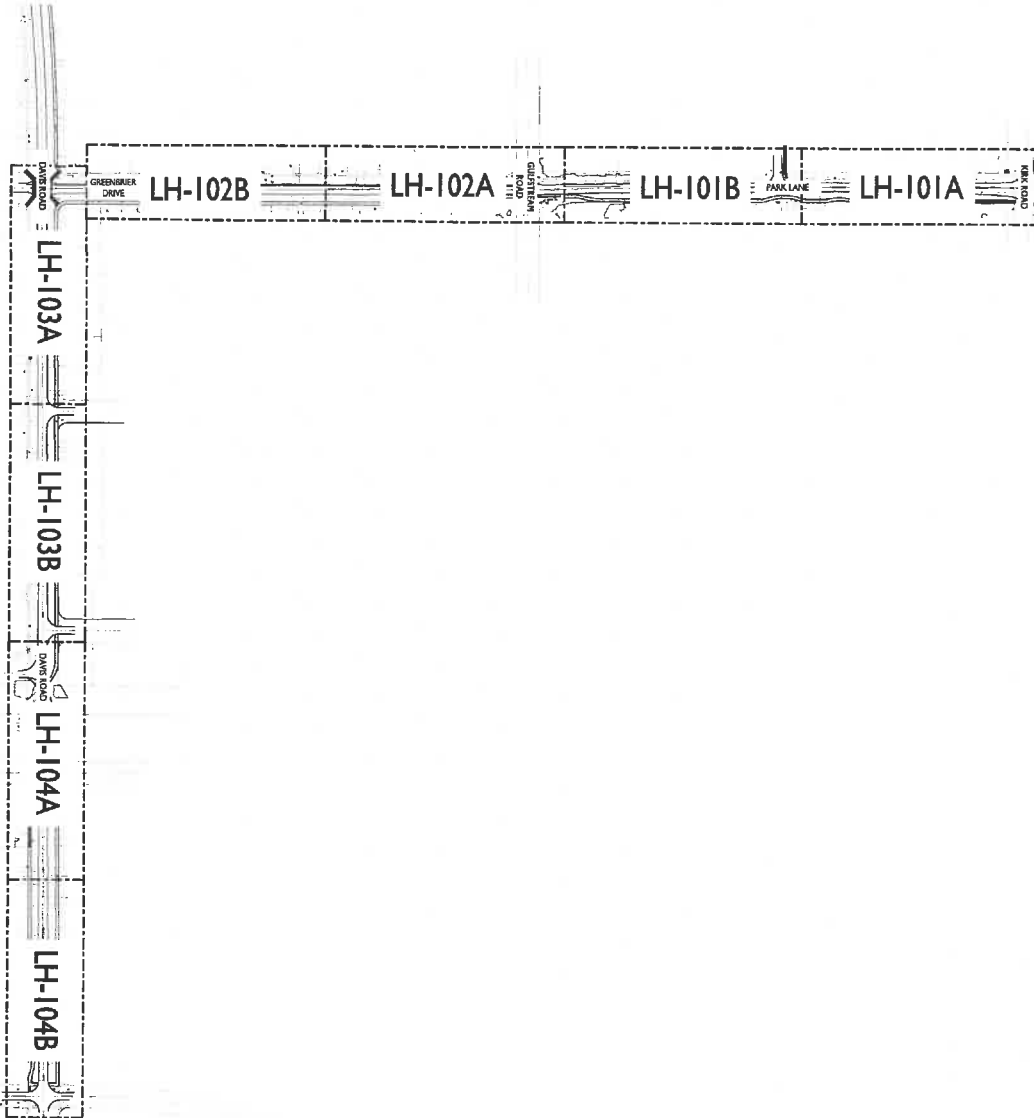


NO.	DATE	DESCRIPTION	BY
1	12/20/19	ISSUED FOR RECORD	TD
2	12/20/19	ISSUED FOR RECORD	TD
3	12/20/19	ISSUED FOR RECORD	TD
4	12/20/19	ISSUED FOR RECORD	TD
5	12/20/19	ISSUED FOR RECORD	TD
6	12/20/19	ISSUED FOR RECORD	TD
7	12/20/19	ISSUED FOR RECORD	TD
8	12/20/19	ISSUED FOR RECORD	TD
9	12/20/19	ISSUED FOR RECORD	TD
10	12/20/19	ISSUED FOR RECORD	TD

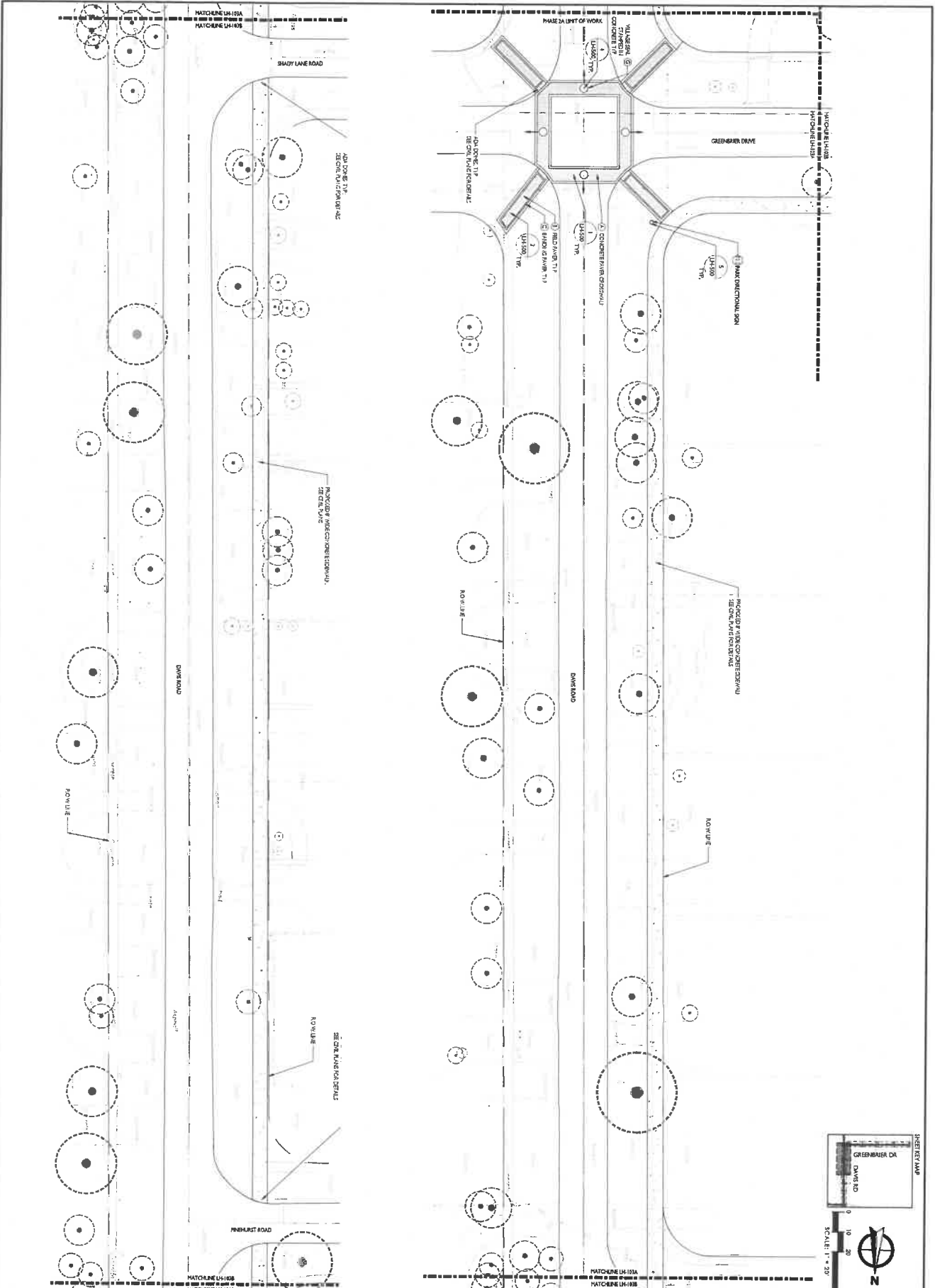
VILLAGE OF PALM SPRING PARK CONNECTION PATHWAYS PHASE 2A

CONCEPT PAVING AND GRADING PLAN

SHEET:
C-104



SHEET: LH-100	VILLAGE OF PALM SPRINGS PARK CONNECTOR PATHWAYS PHASE 2A OVERALL HARDSCAPE PLAN	BD SET	CAD JOB NO. 3537 02 DRAWN BY KSLU CHECK BY KSLU DATE 12/20/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY																																									WGL 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.908.2220 www.wgnc.com Cart No. 8091 - LB No. 7065
NO.	DATE	DESCRIPTION	BY																																														



SHEET:
LH-103

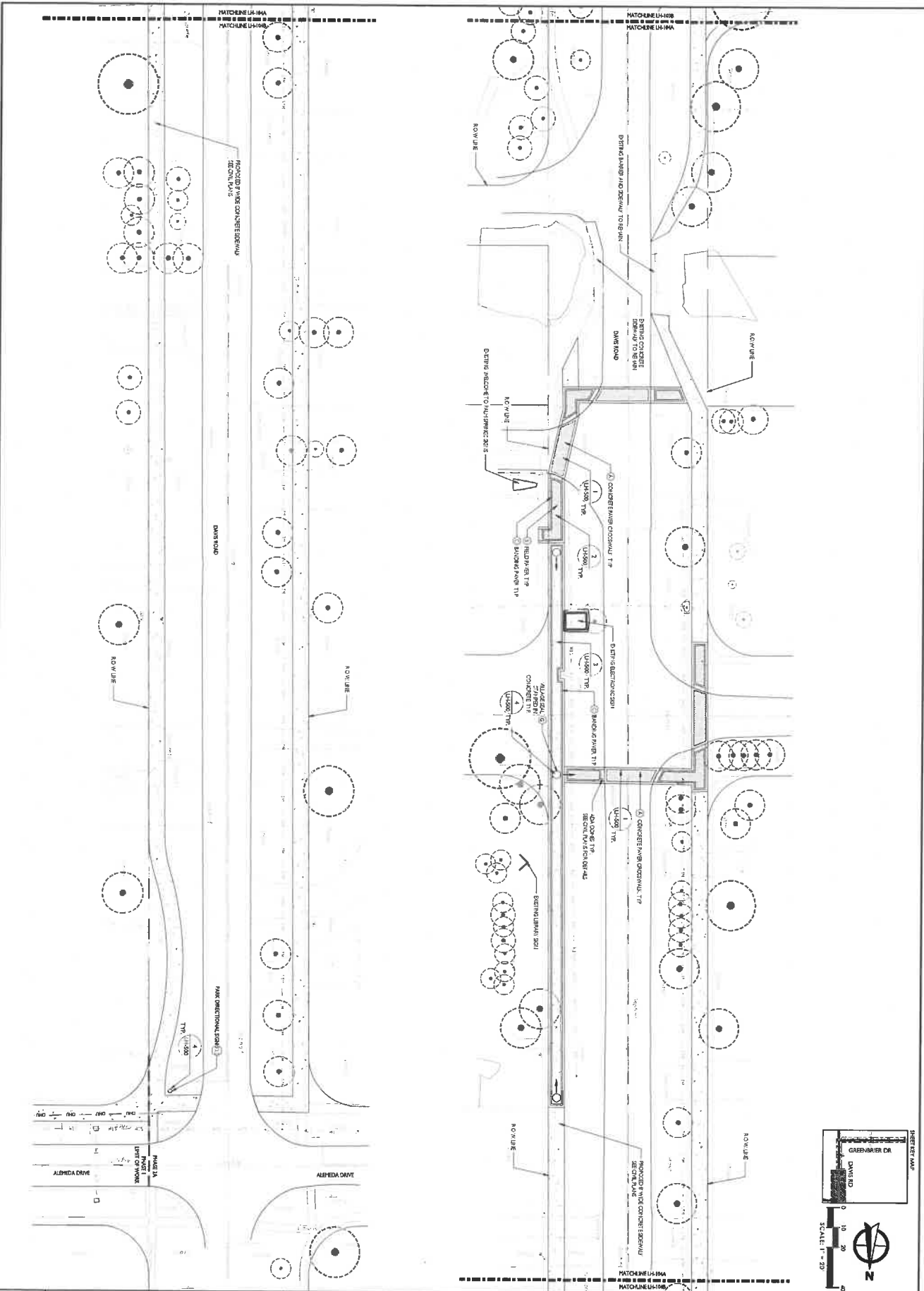
PROJECT:
VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2A
HARDSCAPE PLAN

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	12/02/2019	ISSUED FOR PERMIT	KSM

WGI

2025 Vista Parkway, West Palm Beach, FL 33411
 Phone: 561.909.2200 www.wgi.com
 Fax: 561.909.2201



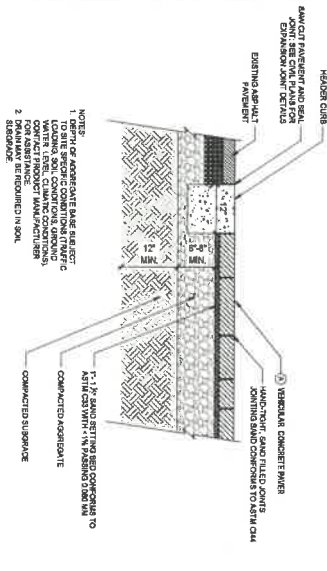
**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2A**

HARDSCAPE PLAN

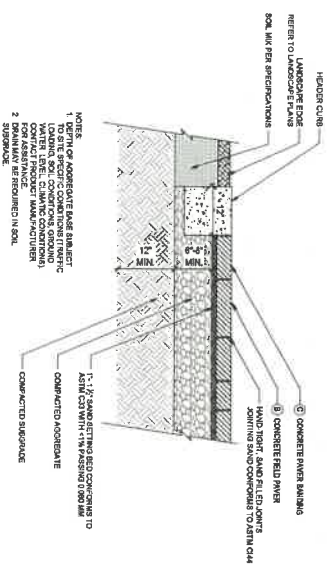
REVISIONS		NO	DATE	DESCRIPTION	BY
CAO					
JOB NO.	3527.02				
DRAWN BY	K59U				
CHECK BY	K5JJA				
DATE	12/20/2019				

Laddco Project or Revision
 Project Name
 P:\14\LABOR\715

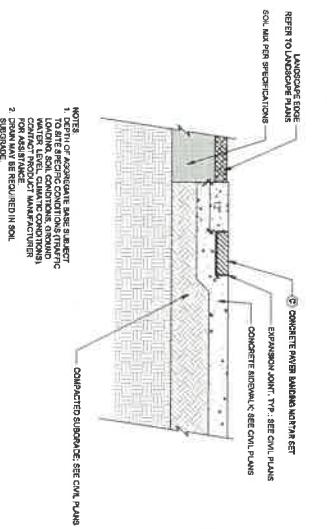
BMD 4577



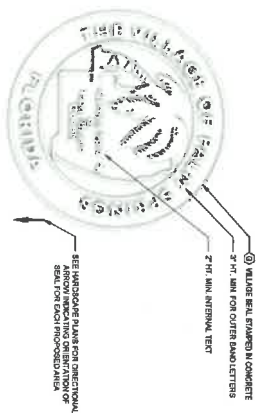
1 VEHICLE PAYER CROSSWALK ADJACENT TO EXISTING ASPHALT TYPICAL SECTION
SCALE: 1" = 1'-0"



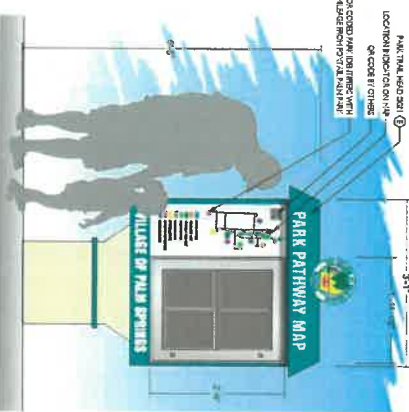
2 PEDESTRIAN PAYER TYPICAL SECTION
SCALE: 1" = 1'-0"



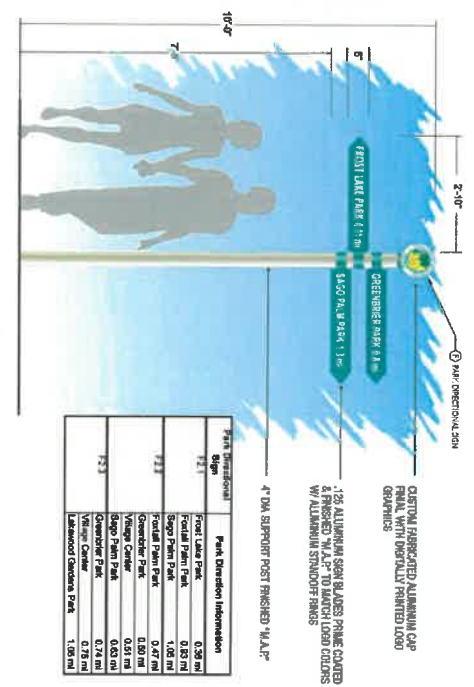
3 CONCRETE SIDEWALK WITH BANDING PAYER BOARDER TYPICAL SECTION
SCALE: 1" = 1'-0"



4 VILLAGE SEAL
SCALE: 1" = 1'-0"



5 NON-CENTRAL TYPICAL MAP SIGN SERIES



6

Park Direction Information	Distance
12.1	0.30 mi
12.2	0.30 mi
12.3	0.30 mi
12.4	0.30 mi
12.5	0.30 mi
12.6	0.30 mi
12.7	0.30 mi
12.8	0.30 mi
12.9	0.30 mi
13.0	0.30 mi

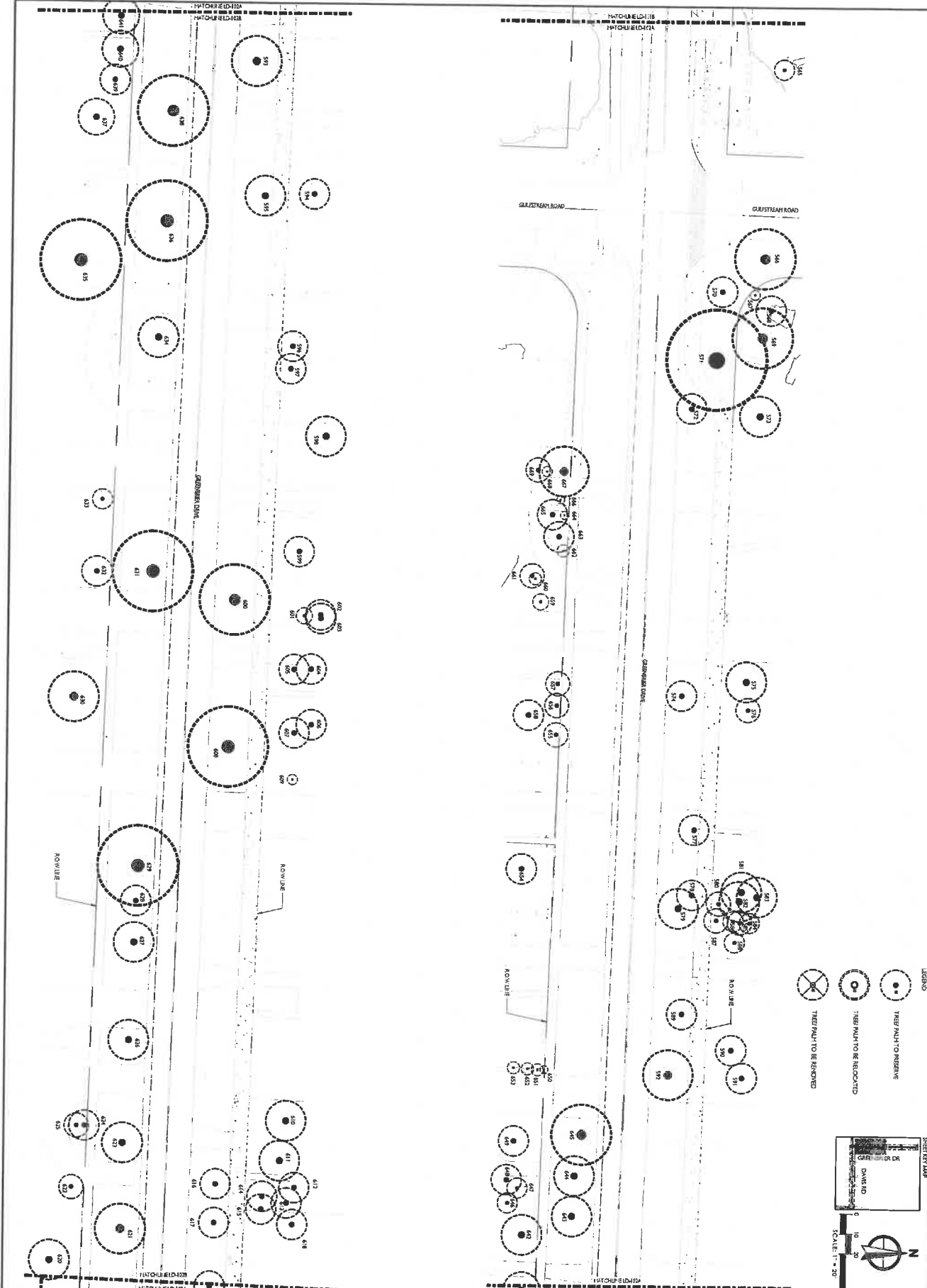
NO.	DATE	DESCRIPTION
1	05/27/02	ISSUED FOR PERMIT
2	06/10/02	ISSUED FOR PERMIT
3	06/10/02	ISSUED FOR PERMIT
4	06/10/02	ISSUED FOR PERMIT
5	06/10/02	ISSUED FOR PERMIT
6	06/10/02	ISSUED FOR PERMIT
7	06/10/02	ISSUED FOR PERMIT
8	06/10/02	ISSUED FOR PERMIT
9	06/10/02	ISSUED FOR PERMIT
10	06/10/02	ISSUED FOR PERMIT

[illegible][illegible]

BID SET

**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2A
HARDSCAPE MATERIAL SCHEDULE**

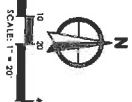
WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 561.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055



LEGEND

THREE PALM TO BE RELOCATED

THEY PALM TO BE REMOVED



W WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 888.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2A
TREE DISPOSITION PLAN**

SHEET:

LD-102

CAD	UNIDOCURE PROJECT OF REGION
JOB	Kindred Shigel
DRAW	PLANS LABS67375
CHID	
DAT	

CAD	
JOB NO.	3527.02
DRAWN BY	KS/BJ
CHECK BY	KS/JM
DATE	12/20/2018

[illegible]

Fig.#	Common Name	Scientific Name	(DB) (cm)	Propagation	Notes
608	Umbroo	<i>Umbroo</i>	30	Propagation	
609	Umbroo	<i>Umbroo</i>	15	Propagation	
610	Umbroo	<i>Umbroo</i>	15	Propagation	
611	Umbroo	<i>Umbroo</i>	15	Propagation	
612	Umbroo	<i>Umbroo</i>	15	Propagation	
613	Umbroo	<i>Umbroo</i>	15	Propagation	
614	Umbroo	<i>Umbroo</i>	15	Propagation	
615	Umbroo	<i>Umbroo</i>	15	Propagation	
616	Umbroo	<i>Umbroo</i>	15	Propagation	
617	Umbroo	<i>Umbroo</i>	15	Propagation	
618	Umbroo	<i>Umbroo</i>	15	Propagation	
619	Umbroo	<i>Umbroo</i>	15	Propagation	
620	Umbroo	<i>Umbroo</i>	15	Propagation	
621	Umbroo	<i>Umbroo</i>	15	Propagation	
622	Umbroo	<i>Umbroo</i>	15	Propagation	
623	Umbroo	<i>Umbroo</i>	15	Propagation	
624	Umbroo	<i>Umbroo</i>	15	Propagation	
625	Umbroo	<i>Umbroo</i>	15	Propagation	
626	Umbroo	<i>Umbroo</i>	15	Propagation	
627	Umbroo	<i>Umbroo</i>	15	Propagation	
628	Umbroo	<i>Umbroo</i>	15	Propagation	
629	Umbroo	<i>Umbroo</i>	15	Propagation	
630	Umbroo	<i>Umbroo</i>	15	Propagation	
631	Umbroo	<i>Umbroo</i>	15	Propagation	
632	Umbroo	<i>Umbroo</i>	15	Propagation	
633	Umbroo	<i>Umbroo</i>	15	Propagation	
634	Umbroo	<i>Umbroo</i>	15	Propagation	
635	Umbroo	<i>Umbroo</i>	15	Propagation	
636	Umbroo	<i>Umbroo</i>	15	Propagation	
637	Umbroo	<i>Umbroo</i>	15	Propagation	
638	Umbroo	<i>Umbroo</i>	15	Propagation	
639	Umbroo	<i>Umbroo</i>	15	Propagation	
640	Umbroo	<i>Umbroo</i>	15	Propagation	
641	Umbroo	<i>Umbroo</i>	15	Propagation	
642	Umbroo	<i>Umbroo</i>	15	Propagation	
643	Umbroo	<i>Umbroo</i>	15	Propagation	
644	Umbroo	<i>Umbroo</i>	15	Propagation	
645	Umbroo	<i>Umbroo</i>	15	Propagation	
646	Umbroo	<i>Umbroo</i>	15	Propagation	
647	Umbroo	<i>Umbroo</i>	15	Propagation	
648	Umbroo	<i>Umbroo</i>	15	Propagation	
649	Umbroo	<i>Umbroo</i>	15	Propagation	
650	Umbroo	<i>Umbroo</i>	15	Propagation	
651	Umbroo	<i>Umbroo</i>	15	Propagation	
652	Umbroo	<i>Umbroo</i>	15	Propagation	
653	Umbroo	<i>Umbroo</i>	15	Propagation	
654	Umbroo	<i>Umbroo</i>	15	Propagation	
655	Umbroo	<i>Umbroo</i>	15	Propagation	
656	Umbroo	<i>Umbroo</i>	15	Propagation	
657	Umbroo	<i>Umbroo</i>	15	Propagation	
658	Umbroo	<i>Umbroo</i>	15	Propagation	
659	Umbroo	<i>Umbroo</i>	15	Propagation	
660	Umbroo	<i>Umbroo</i>	15	Propagation	
661	Umbroo	<i>Umbroo</i>	15	Propagation	
662	Umbroo	<i>Umbroo</i>	15	Propagation	
663	Umbroo	<i>Umbroo</i>	15	Propagation	
664	Umbroo	<i>Umbroo</i>	15	Propagation	
665	Umbroo	<i>Umbroo</i>	15	Propagation	
666	Umbroo	<i>Umbroo</i>	15	Propagation	
667	Umbroo	<i>Umbroo</i>	15	Propagation	
668	Umbroo	<i>Umbroo</i>	15	Propagation	
669	Umbroo	<i>Umbroo</i>	15	Propagation	
670	Umbroo	<i>Umbroo</i>	15	Propagation	
671	Umbroo	<i>Umbroo</i>	15	Propagation	
672	Umbroo	<i>Umbroo</i>	15	Propagation	
673	Umbroo	<i>Umbroo</i>	15	Propagation	
674	Umbroo	<i>Umbroo</i>	15	Propagation	
675	Umbroo	<i>Umbroo</i>	15	Propagation	
676	Umbroo	<i>Umbroo</i>	15	Propagation	
677	Umbroo	<i>Umbroo</i>	15	Propagation	
678	Umbroo	<i>Umbroo</i>	15	Propagation	
679	Umbroo	<i>Umbroo</i>	15	Propagation	
680	Umbroo	<i>Umbroo</i>	15	Propagation	
681	Umbroo	<i>Umbroo</i>	15	Propagation	
682	Umbroo	<i>Umbroo</i>	15	Propagation	
683	Umbroo	<i>Umbroo</i>	15	Propagation	
684	Umbroo	<i>Umbroo</i>	15	Propagation	
685	Umbroo	<i>Umbroo</i>	15	Propagation	
686	Umbroo	<i>Umbroo</i>	15	Propagation	
687	Umbroo	<i>Umbroo</i>	15	Propagation	
688	Umbroo	<i>Umbroo</i>	15	Propagation	
689	Umbroo	<i>Umbroo</i>	15	Propagation	
690	Umbroo	<i>Umbroo</i>	15	Propagation	
691	Umbroo	<i>Umbroo</i>	15	Propagation	
692	Umbroo	<i>Umbroo</i>	15	Propagation	
693	Umbroo	<i>Umbroo</i>	15	Propagation	
694	Umbroo	<i>Umbroo</i>	15	Propagation	
695	Umbroo	<i>Umbroo</i>	15	Propagation	
696	Umbroo	<i>Umbroo</i>	15	Propagation	
697	Umbroo	<i>Umbroo</i>	15	Propagation	
698	Umbroo	<i>Umbroo</i>	15	Propagation	
699	Umbroo	<i>Umbroo</i>	15	Propagation	
700	Umbroo	<i>Umbroo</i>	15	Propagation	
701	Umbroo	<i>Umbroo</i>	15	Propagation	
702	Umbroo	<i>Umbroo</i>	15	Propagation	
703	Umbroo	<i>Umbroo</i>	15	Propagation	
704	Umbroo	<i>Umbroo</i>	15	Propagation	
705	Umbroo	<i>Umbroo</i>	15	Propagation	
706	Umbroo	<i>Umbroo</i>	15	Propagation	
707	Umbroo	<i>Umbroo</i>	15	Propagation	
708	Umbroo	<i>Umbroo</i>	15	Propagation	
709	Umbroo	<i>Umbroo</i>	15	Propagation	
710	Umbroo	<i>Umbroo</i>	15	Propagation	
711	Umbroo	<i>Umbroo</i>	15	Propagation	
712	Umbroo	<i>Umbroo</i>	15	Propagation	
713	Umbroo	<i>Umbroo</i>	15	Propagation	
714	Umbroo	<i>Umbroo</i>	15	Propagation	
715	Umbroo	<i>Umbroo</i>	15	Propagation	
716	Umbroo	<i>Umbroo</i>	15	Propagation	
717	Umbroo	<i>Umbroo</i>	15	Propagation	
718	Umbroo	<i>Umbroo</i>	15	Propagation	
719	Umbroo	<i>Umbroo</i>	15	Propagation	
720	Umbroo	<i>Umbroo</i>	15	Propagation	
721	Umbroo	<i>Umbroo</i>	15	Propagation	
722	Umbroo	<i>Umbroo</i>	15	Propagation	
723	Umbroo	<i>Umbroo</i>	15	Propagation	
724	Umbroo	<i>Umbroo</i>	15	Propagation	
725	Umbroo	<i>Umbroo</i>	15	Propagation	
726	Umbroo	<i>Umbroo</i>	15	Propagation	
727	Umbroo	<i>Umbroo</i>	15	Propagation	
728	Umbroo	<i>Umbroo</i>	15	Propagation	
729	Umbroo	<i>Umbroo</i>	15	Propagation	
730	Umbroo	<i>Umbroo</i>	15	Propagation	
731	Umbroo	<i>Umbroo</i>	15	Propagation	
732	Umbroo	<i>Umbroo</i>	15	Propagation	
733	Umbroo	<i>Umbroo</i>	15	Propagation	
734	Umbroo	<i>Umbroo</i>	15	Propagation	
735	Umbroo	<i>Umbroo</i>	15	Propagation	
736	Umbroo	<i>Umbroo</i>	15	Propagation	
737	Umbroo	<i>Umbroo</i>	15	Propagation	
738	Umbroo	<i>Umbroo</i>	15	Propagation	
739	Umbroo	<i>Umbroo</i>	15	Propagation	
740	Umbroo	<i>Umbroo</i>	15	Propagation	
741	Umbroo	<i>Umbroo</i>	15	Propagation	
742	Umbroo	<i>Umbroo</i>	15	Propagation	
743	Umbroo	<i>Umbroo</i>	15	Propagation	
744	Umbroo	<i>Umbroo</i>	15	Propagation	
745	Umbroo	<i>Umbroo</i>	15	Propagation	
746	Umbroo	<i>Umbroo</i>	15	Propagation	
747	Umbroo	<i>Umbroo</i>	15	Propagation	
748	Umbroo	<i>Umbroo</i>	15	Propagation	
749	Umbroo	<i>Umbroo</i>	15	Propagation	
750	Umbroo	<i>Umbroo</i>	15	Propagation	
751	Umbroo	<i>Umbroo</i>	15	Propagation	
752	Umbroo	<i>Umbroo</i>	15	Propagation	
753	Umbroo	<i>Umbroo</i>	15	Propagation	
754	Umbroo	<i>Umbroo</i>	15	Propagation	
755	Umbroo	<i>Umbroo</i>	15	Propagation	
756	Umbroo	<i>Umbroo</i>	15	Propagation	
757	Umbroo	<i>Umbroo</i>	15	Propagation	
758	Umbroo	<i>Umbroo</i>	15	Propagation	
759	Umbroo	<i>Umbroo</i>	15	Propagation	
760	Umbroo	<i>Umbroo</i>	15	Propagation	
761	Umbroo	<i>Umbroo</i>	15	Propagation	
762	Umbroo	<i>Umbroo</i>	15	Propagation	
763	Umbroo	<i>Umbroo</i>	15	Propagation	
764	Umbroo	<i>Umbroo</i>	15	Propagation	
765	Umbroo	<i>Umbroo</i>	15	Propagation	
766	Umbroo	<i>Umbroo</i>	15	Propagation	
767	Umbroo	<i>Umbroo</i>	15	Propagation	
768	Umbroo	<i>Umbroo</i>	15	Propagation	
769	Umbroo	<i>Umbroo</i>	15	Propagation	
770	Umbroo	<i>Umbroo</i>	15	Propagation	
771	Umbroo	<i>Umbroo</i>	15	Propagation	
772	Umbroo	<i>Umbroo</i>	15	Propagation	
773	Umbroo	<i>Umbroo</i>	15	Propagation	
774	Umbroo	<i>Umbroo</i>	15	Propagation	
775	Umbroo	<i>Umbroo</i>	15	Propagation	
776	Umbroo	<i>Umbroo</i>	15	Propagation	
777	Umbroo	<i>Umbroo</i>	15	Propagation	
778	Umbroo	<i>Umbroo</i>	15	Propagation	
779	Umbroo	<i>Umbroo</i>	15	Propagation	
780	Umbroo	<i>Umbroo</i>	15	Propagation	
781	Umbroo	<i>Umbroo</i>	15	Propagation	
782	Umbroo	<i>Umbroo</i>	15	Propagation	
783	Umbroo	<i>Umbroo</i>	15	Propagation	
784	Umbroo	<i>Umbroo</i>	15	Propagation	
785	Umbroo	<i>Umbroo</i>	15	Propagation	
786	Umbroo	<i>Umbroo</i>	15	Propagation	
787	Umbroo	<i>Umbroo</i>	15	Propagation	
788	Umbroo	<i>Umbroo</i>	15	Propagation	
789	Umbroo	<i>Umbroo</i>	15	Propagation	
790	Umbroo	<i>Umbroo</i>	15	Propagation	
791	Umbroo	<i>Umbroo</i>	15	Propagation	
792	Umbroo	<i>Umbroo</i>	15	Propagation	
793	Umbroo	<i>Umbroo</i>	15	Propagation	
794	Umbroo	<i>Umbroo</i>	15	Propagation	
795	Umbroo	<i>Umbroo</i>	15	Propagation	
796	Umbroo	<i>Umbroo</i>	15	Propagation	
797	Umbroo	<i>Umbroo</i>	15	Propagation	
798	Umbroo	<i>Umbroo</i>	15	Propagation	
799	Umbroo	<i>Umbroo</i>	15	Propagation	
800	Umbroo	<i>Umbroo</i>	15	Propagation	

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

Umbroo

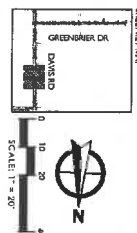
Umbroo

Umbroo

Umbroo

Umb

		REVISION		BY
NO	DATE	DESCRIPTION		
CAD				
JOB NO.	3527.02			
DRAWN BY	K5/BJ			
CHECK BY	K5/JM			
DATE	12/02/2010			

[illegible]

WGI
3050 Vista Parkway, West Palm Beach, FL 33411
Phone No. 888 909 2225 • www.wgic.com
Cert No. 8081 • LB No. 7055

**VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2A
LANDSCAPE PLAN**

SHEET:
LP-101

SMALL PALM STAKING PLAN

1. PALM STAKING PLAN TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL PALMS.

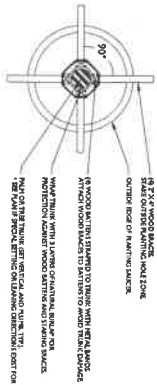
NTS



LARGE PALM OR TREE STAKING PLAN

1. PALM STAKING PLAN TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL PALMS.

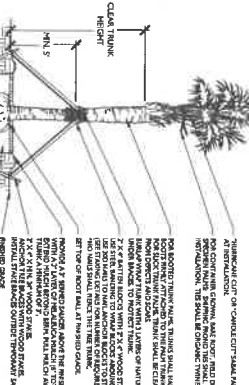
NTS



PALM PLANTING DETAIL

1. PALM PLANTING DETAIL TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL PALMS.

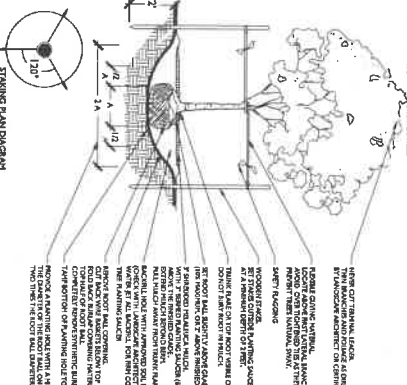
NTS



TREE PLANTING DETAIL

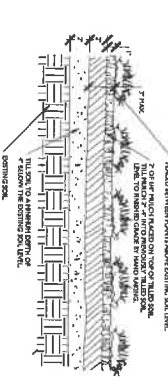
1. TREE PLANTING DETAIL TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL TREES.

NTS



GROUND COVER DETAIL

NTS



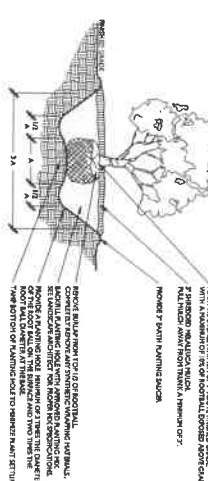
PLANT SPACING DETAIL

NTS



SHRUB PLANTING DETAIL

NTS



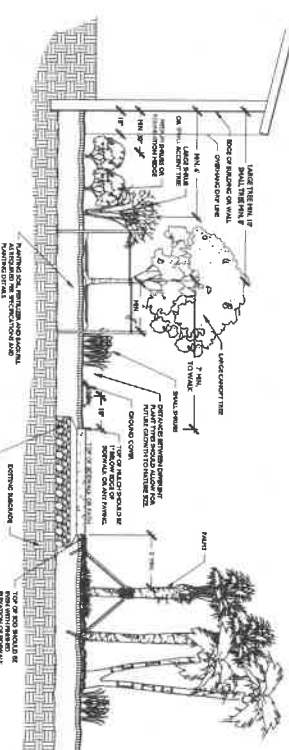
ROOT BARRIER DETAIL

NTS



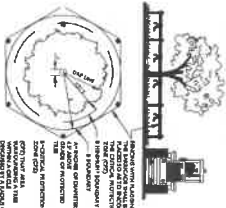
TYPICAL PLANTING DIAGRAM

NTS



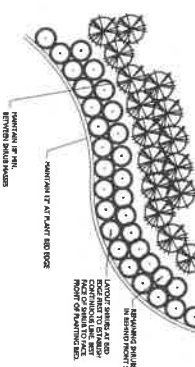
TREE PROTECTION DETAIL

NTS



SHRUB AND GROUND COVER PLANTING DETAIL

NTS



PLANT SCHEDULE

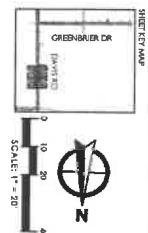
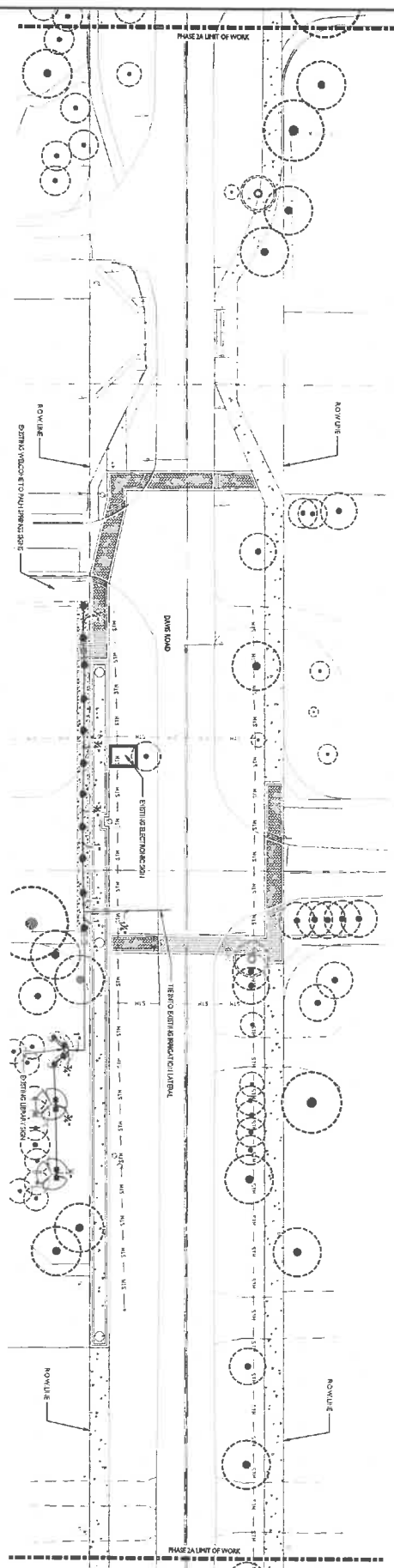
QTY	COMMON NAME	REMARKS
1	COCONUT PALM	7' CL. 100
2	COCONUT PALM	7' CL. 100
3	COCONUT PALM	7' CL. 100
4	COCONUT PALM	7' CL. 100
5	COCONUT PALM	7' CL. 100
6	COCONUT PALM	7' CL. 100
7	COCONUT PALM	7' CL. 100
8	COCONUT PALM	7' CL. 100
9	COCONUT PALM	7' CL. 100
10	COCONUT PALM	7' CL. 100

LANDSCAPE NOTES:

1. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
2. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
3. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
4. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
5. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
6. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
7. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
8. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
9. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.
10. LANDSCAPE NOTES TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. TYPICAL FOR ALL LANDSCAPE NOTES.



1. IRRIGATION LAYOUT
 2. IRRIGATION LAYOUT WITH CONSTRUCTION OF SIDEWALKS



WGI
 2035 Vista Parkway, West Palm Beach, FL 33411
 Phone No. 561-908-2225 www.wgi.com
 Fax No. 561-908-7100

NO.	DATE	DESCRIPTION	BY
1	12/29/2019	ISSUED FOR CONSTRUCTION	KSM
2			
3			
4			
5			
6			
7			
8			
9			
10			

CAD: 3527.02
 DRAWN BY: KSM
 CHECK BY: KSM
 DATE: 12/29/2019
 LAYOUT: 12/29/2019
 PLOT: 12/29/2019

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2A
IRRIGATION PLAN

SHEET:
 IP-101

[illegible]

PIPE SIZE		SLEEVE SIZE	
3/4"		2 1/2"	
1"		3"	
1 1/4"		3"	
1 1/2"		4"	
2"		4"	
2 1/2"		6"	
3"		6"	
4"		8"	
6"		12"	
8"		16"	

THE INFO-COSTING SYSTEM AT VILLAGE CENTRE

models. The results of the model are presented in Table 1. The model was estimated for the entire sample and for each of the four sub-samples. The results show that the model is well specified and that the estimated parameters are statistically significant. The model explains 85% of the variance in the dependent variable. The results also show that the model is robust to changes in the sample and to changes in the specification of the model. The results are consistent with the findings of previous studies on the determinants of the dependent variable.

IN THE EVENT OF A DISASTROUS ACCIDENT, THE PROPOSED PLAN AS THE WORK PROGRESS, INDICATING THE ACTUAL LOCATION OF EXCAVATION, KEEP THE ORIGINAL PLAN SET ON SITE DURING CONSTRUCTION. SUPPLEMENTAL TO THE ORIGINAL REPRESENTATIVE PLAN, ADDITIONAL INFORMATION, INCLUDING:

- THE LOCATION OF THE EXCAVATION, IF NECESSARY, REMOVE UNDESIRABLE SOIL, OR SAND, OR OTHER MATERIALS, AND REPLACE WITH A HIGH PERCENTAGE OF COMPACTED CLAY.
- THE THICKNESS AND MATERIAL OF THE EXCAVATION.
- THE LOCATION OF THE EXCAVATION, IF NECESSARY, REMOVE UNDESIRABLE SOIL, OR SAND, OR OTHER MATERIALS, AND REPLACE WITH A HIGH PERCENTAGE OF COMPACTED CLAY.
- THE THICKNESS AND MATERIAL OF THE EXCAVATION.

PLANNED: The purpose of the study, study materials, and a list of instruments or variables to be used in the study. Independence in choice of variables and choice of instruments is required. The study must be a study of a variable or variables, and the study must be a study of a variable or variables.

[illegible][illegible]

Diagram illustrating the components and specifications for a roof drain assembly:

- 3/8" INCH (10.16 mm) LENGTH OF WIRE COILED WATER PROOF CONNECTION (1 OF 2)
- 10 TWD
- 1/4" INCH DIA X 1/4" INCH CORE, 12 INCH SIZE
- 27 mm
- REMOTE CONTROL VALVE (404 BRD 402)
- PVC SCH 40 W/PAPEL GLOSS
- PVC SCH 40 1/2 INCH DIA
- PVC SCH 40 1/2 INCH DIA AS REQUIRED
- BRICK (1 OF 4)
- 30 INCH MINIMUM DEPTH OF DRAINAGE HATCH AND SCH 40 1/2 INCH DIA
- 3.0 INCH MINIMUM DEPTH OF DRAINAGE W/40 DRAIN
- PVC MANHOLE PIPE
- PVC SCH 40 1/2 INCH DIA
- PVC SCH 40 W/PAPEL GLOSS
- PVC LATERAL PIPE

[illegible]

Diagram illustrating the connection of a common wire to a control valve. The diagram shows a box labeled "TYPICAL CONTROL LINE" with "STATIONARY COMMON TERMINAL" and "COMMON TERMINAL" terminals. A "COMMON WIRE TO CONTROL VALVE" is connected to the "COMMON TERMINAL" of the control line. The wire then branches out to connect to a "COMMON WIRE TO CONTROL VALVE" and a "COMMON WIRE TO CONTROL VALVE".

Depth of coverage per Florida Banking Code
amended appendix F

The figure contains five diagrams illustrating the use of different beam types for road width measurement. The top row shows two diagrams for a 45° EL beam, with labels '45° EL' and 'SEEK BEAM'. The middle row shows two diagrams for a 60° EL beam, with labels '60° EL' and 'SEEK BEAM'. The bottom row shows two diagrams for a 75° EL beam, with labels '75° EL' and 'SEEK BEAM'. Each diagram shows a vehicle's field of view from a driver's perspective, with labels for 'FITTING (VIRTUAL)' and 'FITTING (PHYSICAL)'.

The diagram illustrates the Rain Bird 40' Tee on Ball system. It shows a horizontal mainline pipe (1) with a vertical riser pipe (2) leading to a Tee on Ball valve (3). The valve is connected to a 1/2" x 1/2" female NPT x 600 IRI ball valve (4). This valve is further connected to a 1/2" x 1/2" male NPT x 400 IRI ball valve (5), which is then connected to a 1/2" x 1/2" male NPT x 400 IRI ball valve (6). The system is completed by a 1/2" x 1/2" male NPT x 400 IRI ball valve (7) and a 1/2" x 1/2" male NPT x 400 IRI ball valve (8). The diagram also shows a 1/2" x 1/2" male NPT x 400 IRI ball valve (9) connected to a 1/2" x 1/2" male NPT x 400 IRI ball valve (10). The system is shown in a cross-section view, with the mainline pipe (1) and riser pipe (2) shown in a cross-section view, and the Tee on Ball valve (3) shown in a cross-section view. The Tee on Ball valve (3) is shown in a cross-section view, with the 1/2" x 1/2" female NPT x 600 IRI ball valve (4) shown in a cross-section view. The 1/2" x 1/2" male NPT x 400 IRI ball valve (5) is shown in a cross-section view, with the 1/2" x 1/2" male NPT x 400 IRI ball valve (6) shown in a cross-section view. The 1/2" x 1/2" male NPT x 400 IRI ball valve (7) is shown in a cross-section view, with the 1/2" x 1/2" male NPT x 400 IRI ball valve (8) shown in a cross-section view. The 1/2" x 1/2" male NPT x 400 IRI ball valve (9) is shown in a cross-section view, with the 1/2" x 1/2" male NPT x 400 IRI ball valve (10) shown in a cross-section view.

1. ADJUSTABLE TEE, ORANGE
2. PLANT MAIN LINE
3. TEE ON BALL VALVE
4. 1/2" x 1/2" FEMALE NPT x 600 IRI BALL VALVE
5. 1/2" x 1/2" MALE NPT x 400 IRI BALL VALVE
6. 1/2" x 1/2" MALE NPT x 400 IRI BALL VALVE
7. 1/2" x 1/2" MALE NPT x 400 IRI BALL VALVE
8. 1/2" x 1/2" MALE NPT x 400 IRI BALL VALVE
9. 1/2" x 1/2" MALE NPT x 400 IRI BALL VALVE
10. 1/2" x 1/2" MALE NPT x 400 IRI BALL VALVE

Attachment 4

Project schedule



Village of Palm Springs

Parks & Recreation Department
226 Cypress Lane • Palm Springs, Florida 33461-1699
561-964-8820 • www.vpsfl.org

Village of Palm Springs Park Connector Pathway Proposed Project Schedule

Advertise/Bidding	December 2021
Review/Bid Selection	March 2022
Award of Contract	April 2022
Construction Completion	December 2022

Attachment 5

Project Budget



Village of Palm Springs

Parks & Recreation Department
226 Cypress Lane • Palm Springs, Florida 33461-1699
561-964-8820 • www.vpsfl.org

Village of Palm Springs
Park Connector Pathway
Proposed Project Budget
FY 2021-2022

Revenue Sources:

FY 2022 CDBG Allocation-	\$154,205
Village of Palm Springs General Fund Budget-	\$700,348.44
Total-	\$854,533.44

Project Costs:

General Construction-	\$285,761.69
Demolition-	\$81,430
Site Preparation-	\$68,966.75
Hardscape, Paving, Grading-	\$373,236
Site Amenities-	\$7,300
Landscape-	\$37,859
Total-	\$854,533.44

Attachment 6

Documentation of availability of non-CDBG funds

VILLAGE OFFPALM SPRINGS
6 YEAR CAPITAL BUDGET PLAN
FISCAL YEARS 2021- 2026

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
Finance	56400		Furniture for new staff	5,000						5,000
			Finance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
IT	56400		Digital Bulletin Board / Information Software and Signage for Village Lobby (Various Locations)	-	11,000	4,000	4,000	3,500	6,500	29,000
IT	56400		Furniture for Staff	5,000	5,000					10,000
IT	56400		AC System for DataCenter	6,000				75,000		81,000
IT	56400		Village Wide Camera System Upgrade and Maintenance	15,000	15,000	15,000	15,000	15,000	15,000	90,000
IT	56400		Hatchback car or mini SUV for IT staff use	30,000						30,000
			Virtual Desktop Infrastructure (VDI) - replaces desktops with thin clients (dumb terminals) to enables remote and secure work-from-home for natural disasters or pandemic. Saves on hardware as we no longer need to purchase powerful expensive desktops.	60,000	60,000	60,000	60,000	60,000	60,000	360,000
IT	56400		Storage Area Network		15,000	25,000			25,000	50,000
IT	56400		Network Switches		5,000	5,000		15,000	15,000	45,000
IT	56400		APC Battery Replacements		5,000				5,000	20,000
IT	56400		LTO Tapes and Tape Drive Replacement		1,800	1,800				3,600
IT	56400		5 Year Replacement of VH Servers		1,800	20,000		30,000		50,000
IT	56400		Timekeeping Devices					7,000		7,000
IT	56601		Windows Server Software	5,000			5,000			10,000
IT	56601		Log and Event Manager security software	8,000						8,000
			servers, increased functionality, allows virtual relocation & required for thin client VDI	35,000						
			Laserfiche Avante enhanced services includes digital forms and workflow (first year includes licensing and implementation) Recurring will be \$2,205	39,125				20,000		20,000
IT	56601		Advanced Scheduling Software including implementation					50,000		50,000
IT	56601		Time & Attendance Software including implementation							
			Information Technology	\$ 208,125	\$ 112,800	\$ 105,800	\$ 114,000	\$ 275,500	\$ 126,500	\$ 863,600
Gen Govt	56200		Village Hall Buildout	\$ 238,800						\$ 238,800
Gen Govt	56200		Interior alterations to Finance office areas to improve functionality and accommodate new staff	25,000						25,000
Gen Govt	56300		Replace flooring in Finance and PZB	48,000						48,000
Gen Govt	56400		Repair/Repair Village Hall AC Units	500,000						500,000
			General Government	\$ 811,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 811,800
P.Z & B	56300		Village match (local initiatives or TAP grant) Lake Worth Road complete streets (TO# 259)	\$ -	\$ -	\$ -	\$ -	250,000		\$ 250,000
P.Z & B	56300		Village match (local initiatives or TAP grant) Davis Road/Lake Worth Road Intersection					250,000		\$ 250,000
P.Z & B	56400		Purchase additional department vehicle for inspections, etc.		25,000	25,000				\$ 50,000
P.Z & B	56601		EnergGov software/hardware solution for permitting	102,000						102,000
			Planning, Zoning & Building	\$ 102,000	\$ 25,000	\$ 25,000	\$ -	\$ 500,000	\$ -	\$ 652,000

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
Police	56200	269	Police Department Expansion TOM269	\$ 1,181,250	\$ 1,005,000	\$ -	\$ -	\$ -	\$ -	\$ 2,186,250
Police	56200		Replace Garage Bay Doors	25,000	30,000	30,000	-	-	-	\$ 85,000
Police	56200		Indoor/Outdoor Police Storage Facility		1,100,000	-	-	-	-	\$ 1,100,000
Police	56200		Modular 50 2-Lane Shooting Range		150,000	-	-	-	-	\$ 150,000
Police	56400		Police Vehicles (avg 6-8 per year)	325,000	297,500	297,500	297,500	297,500	297,500	\$ 1,812,500
Police	56400		Police Vehicles (4) for newly annexed areas	-	170,000	-	-	-	-	\$ 170,000
Police	56400		Replace Explorer Van	-	35,000	-	-	-	-	\$ 35,000
Police	56400		In-Car Cameras (avg 8 per year)	33,000	33,000	33,000	33,000	33,000	33,000	\$ 198,000
Police	56400		Volunteer Coordinator Vehicle	-	23,000	-	-	-	-	\$ 23,000
Police	56400		Code Enforcement Vehicle for newly annexed areas	-	20,000	-	-	-	-	\$ 20,000
Police	56400		Drones (2)	10,000	-	-	-	-	-	\$ 10,000
Police	56400		Purchase/Replace Traffic Analyzer	5,000	-	-	-	-	-	\$ 5,000
Police	56400		Card Access Doors	-	8,000	-	-	-	-	\$ 8,000
Police	56400		Computer Server for In-Car Cameras	-	8,000	-	-	-	-	\$ 8,000
Police	56400		Purchase/Replace Light Trailer	-	-	20,000	-	-	-	\$ 20,000
Police	56400		Radios (3 radios for spares)	-	12,000	-	-	12,000	-	\$ 24,000
Police	56400		Replace Utility Vehicle	-	15,000	-	-	-	-	\$ 15,000
Police	56400		Speed Measuring Radar	-	11,100	-	-	-	-	\$ 11,100
Police	56400		Timekeeping Device for Police Station	-	-	-	3,500	-	-	\$ 3,500
Police	56400		Building Generator	-	55,680	-	-	-	-	\$ 55,680
Police	56400		Purchase/Replace Speed Measuring Trailer	-	15,000	-	-	-	-	\$ 15,000
Police	56400		Police Department	\$ 1,579,250	\$ 2,988,280	\$ 380,500	\$ 334,000	\$ 342,500	\$ 330,500	\$ 5,955,030
Public Works	56200	261	Storage Building for Maintenance equipment - (Carryforward)	220,000	-	-	-	-	-	\$ 220,000
Public Works	56200		Village Hall Roof Replacement	-	150,000	-	-	-	-	\$ 150,000
Public Works	56200		Village Hall Renovations - Parks & Rec Area	-	138,000	-	-	-	-	\$ 138,000
Public Works	56300		259 Intersection Impr (calming/beautification) 3 intersections TOM 259 - Sales Tax	-	460,000	-	-	-	-	\$ 460,000
Public Works	56300		Congress Ave "Complete Street" Improvements - Sales Tax	-	150,000	1,350,000	-	-	-	\$ 1,500,000
Public Works	56300		Pedestrian Safety Enhancements, Congress & 10th Ave N - Sales Tax	-	50,000	-	-	-	-	\$ 50,000
Public Works	56300		Blake Lanes, 2nd Ave to 6th Ave S - Sales Tax	-	30,000	-	-	-	-	\$ 30,000
Public Works	56400		Replacement 60-Foot Bucket Truck w/o Air Brakes	-	220,000	-	-	-	-	\$ 220,000
Public Works	56400		Replacement Backhoe	101,000	-	-	-	-	-	\$ 101,000
Public Works	56400		Replacement Ditch Mower	-	100,000	-	-	-	100,000	\$ 200,000
Public Works	56400		Monument Signs (possible 4 locations) (Carryover)	60,000	-	-	-	-	-	\$ 60,000
Public Works	56400		F-150 Truck Replacements	35,000	25,000	35,000	35,000	25,000	30,000	\$ 105,000
Public Works	56400		F-150 Truck Replacements	-	25,000	25,000	25,000	25,000	30,000	\$ 130,000
Public Works	56400		Replacement Concrete Grinder	10,000	-	-	-	-	-	\$ 10,000
Public Works	56400		Replacement Bobcat Trailer	6,000	-	-	-	-	-	\$ 6,000
Public Works	56400		New Billy Goat Outdoor Vacuum	6,500	-	-	-	-	-	\$ 6,500
Public Works	56400		New HD Pallet Racks	6,000	-	-	6,000	-	-	\$ 6,000
Public Works	56400		Village Hall HVAC Renovation	-	-	250,000	-	-	-	\$ 250,000
Public Works	56400		Village Hall Generator Replacement	-	-	-	150,000	-	-	\$ 150,000
Public Works	56400		Public Works	\$ 444,500	\$ 1,323,000	\$ 1,660,000	\$ 216,000	\$ 25,000	\$ 171,000	\$ 3,839,500

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
Library	56200		Staff workroom redesign to add another workstation		30,000					\$ 30,000
Library	56200		Replace North Public Entrance Door	20,000						\$ 20,000
Library	56300		Parking lot lighting improvement project (engineering, photo electric lighting assessment)		5,000					\$ 5,000
Library	56400	205	Replace Air Conditioning System (total project cost) TO# 205	35,000						\$ 35,000
Library	56400		Self Checkout Kiosk				8,050			\$ 8,050
Library	56400		Staff Laptop		2,000			2,000		\$ 4,000
Library	56400		Teen area computers with monitors - Qty??		2,800					\$ 2,800
Library	56400		Replace Wireless Access Points project (networking)						3,000	\$ 3,000
Library	56400		Replace Library Server					4,000		\$ 4,000
Library	56600		Adult Library Books	16,345	33,432	34,435	35,468		36,000	\$ 191,680
Library	56603		Children's Books	11,300	12,020	12,381	12,752	13,800	13,800	\$ 76,053
			Library	\$ 82,645	\$ 85,252	\$ 46,816	\$ 56,270	\$ 55,800	\$ 52,800	\$ 379,583
Parks & Rec	56100		New Community Center Purchase Property and Develop		750,000	900,000	5,225,000	3,000,000		\$ 9,875,000
Parks & Rec	56100		Purchase Property for Park on East Side and Develop		500,000	1,000,000				\$ 1,500,000
Parks & Rec	56200		Sago Park Group Pavilion (one large group pavilion) Sales Tax		75,000					\$ 75,000
Parks & Rec	56200		Sago Park Group Pavilion (one small group pavilion) Sales Tax		25,000					\$ 25,000
Parks & Rec	56200		Concession Stand Improvements including lift/elevator ADA to 2nd floor - Sales Tax		75,000					\$ 75,000
Parks & Rec	56300		Expand or Replace Equipment Storage Building				75,000			\$ 75,000
Parks & Rec	56300	255	Pathway Park - Expansion - TO#255 - Sales Tax & CD8G (engineering & construction)	837,187	494,034	800,000				\$ 2,131,221
Parks & Rec	56300	254	Sago Palm Park Improvements (park renovation, playground, shade, kayak launch, surfacing, renovate/replace restroom, ADA sidewalk) - Sales Tax, FRDAP, GRRev TO# 254	80,000	390,000					\$ 470,000
Parks & Rec	56300		Sabal Palm Park - landscaping and Security Improvements (Proposed FRDAP project)		50,000					\$ 50,000
Parks & Rec	56300	286	Lakewood Garden Park - Improvements (Proposed LWCF Grant)	400,000	25,000					\$ 425,000
Parks & Rec	56300		Village Center - Batting Cage and Bullpen Renovation					10,000		\$ 10,000
Parks & Rec	56300		Christmas Palm Park - (Emerson & Poe) Improvements							\$ 10,000
Parks & Rec	56300		Replace Outdoor Basketball Goals at Village Center		10,000					\$ 10,000
Parks & Rec	56300		Village Center - Splash Park Improvement Sales Tax		150,000					\$ 150,000
Parks & Rec	56400		Purchase of artificial Christmas Tree		20,000					\$ 20,000
Parks & Rec	56400		Field Utility Cart Replacement							\$ 17,500
Parks & Rec	56400		Sport Utility Vehicle to Replace Passenger Van			17,500				\$ 17,500
			Parks & Recreation	\$ 25,000	\$ 2,564,034	\$ 2,717,500	\$ 5,300,000	\$ 3,010,000	\$ -	\$ 14,953,721
			Total General Fund Capital	\$ 1,342,187	\$ 2,564,034	\$ 2,717,500	\$ 5,300,000	\$ 3,010,000	\$ -	\$ 27,440,234
			Total	\$ 4,570,507	\$ 7,098,366	\$ 4,935,616	\$ 6,020,270	\$ 4,208,800	\$ 680,800	\$ 27,440,234
CRA	56300		Pavement Improvements along Laake Worth Road	15,000						\$ 15,000
			Palm Springs Community Redevelopment Agency	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
W/S	56200	240	Vacuum Sewer - Vacuum Station No.1 Building Safety Improvements (Carryover)	\$ 134,665						\$ 134,665
W/S	56200	260	Material Storage Covering (2400 Building)	185,000						\$ 185,000
W/S	56200	261	Storage Building for Maintenance equipment TO# 261 (2nd building estimated design and construction)	110,000						\$ 110,000
W/S	56200		Cust. Ser. - Utility Customer Service Drive-Thru Upgrades	-	100,000					\$ 100,000
W/S	56200		Refinish Lime Slaker Room Floor at Pratt WTP	20,000						\$ 20,000
W/S	56200		Remodel Electrician's Office	30,000						\$ 30,000
W/S	56300	218	Lift Station - Lift Station Rehab Program 2017 (Carryover)	964,886						\$ 964,886
W/S	56300	227	SCADA System Improvements Main WTP- Construction Phase	842,000						\$ 842,000
W/S	56300	233	Lift Station - Lift Station Rehab Program 2018(Carryover)	803,187						\$ 803,187
W/S	56300	234	FDOT/PBC Water Main Relocations (Prairie Rd TO# 234)	245,000						\$ 245,000
W/S	56300	238	Upgrade MEX Regeneration System - Pratt WTP	974,594	524,781					\$ 1,499,375
W/S	56300	242	Replace Well No. 10 (Eastern/Main Wellfield) TO# 242	483,135				402,000		\$ 885,135
W/S	56300	247	FDOT/PBC Water Main Relocations (Kudza TO#247)	-	106,000	108,000	110,000	113,000		\$ 552,000
W/S	56300	262	Replace Well No. 9 (Eastern/Main Wellfield) TO#262	-	260,000					\$ 260,000
W/S	56300	268	Upgrade MEX Regeneration System - Main WTP	565,181						\$ 565,181
W/S	56300	270	Vacuum Station No. 2 Vacuum Pump Upgrade TO#270	1,049,621	106,000					\$ 1,155,000
W/S	56300	275	Main WTP - Chlorine Feed Improvements - Piping, Instrumentation, Pumps	63,269						\$ 63,269
W/S	56300	276	RLP WTP - Chlorine Feed Improvements - Piping, Instrumentation, Pump	63,269						\$ 63,269
W/S	56300	284	Lift Station - SCADA System for Sewer Lift Stations Program TO# 284	523,806						\$ 523,806
W/S	56300		Well Rehabilitation - Well No. 17 (Eastern/Main Wellfield)	68,000						\$ 68,000
W/S	56300		Force Main Capacity Improvement (WN-1) (8" CAP along L-9 Canal)	-	1,747,000					\$ 1,747,000
W/S	56300		Force Main Transmission System Interconnect (WN-3)	999,000		2,596,000				\$ 3,595,000
W/S	56300		Potable Water Main Capacity Improvement (WM1-2)	843,000						\$ 843,000
W/S	56300		Replace Generator - Pratt WTP	832,000						\$ 832,000
W/S	56300		Lift Station - Annual Lift Station Rehab Program	690,000		704,000	718,000	732,000	747,000	\$ 3,591,000
W/S	56300		Potable Water Main Capacity Improvement (WM1-1)	618,000		1,854,000				\$ 2,472,000
W/S	56300		Potable Water Main Capacity Improvement (WM1-3)	345,000						\$ 345,000
W/S	56300		Replace Well No. 14 (Eastern/Main Wellfield)	265,000		265,000		276,000	282,000	\$ 1,354,000
W/S	56300		Gravity Sewer - Annual Infiltration/Inflow Program	260,000		265,000	271,000			\$ 1,300,000
W/S	56300		Emergency Generator - Well No. 4 (Eastern/Main Wellfield)	130,000		108,000	110,000	113,000		\$ 437,000
W/S	56300		Potable Water Interconnects	106,000						\$ 106,000
W/S	56300		Area Lighting Improvements (LED) - Main WTP	102,000						\$ 102,000
W/S	56300		Area Lighting Improvements (LED) - Pratt WTP	52,000						\$ 52,000
W/S	56300		Chlorine Contract Chambers Covers - Main WTP	-	52,000					\$ 52,000
W/S	56300		Chlorine Contract Chambers Covers - Pratt WTP	-	531,000					\$ 531,000
W/S	56300		Add Wells 6 & 7 to RLP Power Distribution	-						\$ 0
W/S	56300		Sewer Force Main Capacity Improvement (WN-2)	-					293,000	\$ 293,000
W/S	56300		Ammonia Feed Building and Improvements - Main WTP	-				39,000		\$ 39,000
W/S	56300		Emergency Generator - Well No. 1 (Western/RLP Wellfield)	-				39,000		\$ 39,000
W/S	56300		Emergency Generator - Well No. 12 (Eastern/Main Wellfield)	-			138,000			\$ 138,000
W/S	56300		Emergency Generator - Well No. 13 (Eastern/Main Wellfield)	-						\$ 0
W/S	56300		Emergency Generator - Well No. 18 (Eastern/Main Wellfield)	-						\$ 0
W/S	56300		Emergency Generator - Well No. 8 (Eastern/Main Wellfield)	-		135,000				\$ 135,000
W/S	56300		Filter Media Replacement - Pratt WTP	-	133,000			141,000		\$ 274,000
W/S	56300		Generator and Fuel Tank - Main WTP	-	1,008,000			338,000		\$ 1,346,000

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
W/S	56300		Lime Sludge Handling Pit and Washwater Recovery Basin Handling - Pratt WTP				762,000	2,286,000		\$ 3,048,000
W/S	56300		Lime System Upgrades/Improvements - Pratt WTP		424,000					\$ 424,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-2)					461,000	1,382,000	\$ 1,843,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-3)			452,000	1,357,000			\$ 1,809,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-4)					335,000	1,004,000	\$ 1,339,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-1)						544,000	\$ 544,000
W/S	56300		Force Main Replacement Project (WM2-3)						381,000	\$ 381,000
W/S	56300		Potable Water Main Replacement Project (WM2-C-9)			555,000	1,664,000			\$ 2,219,000
W/S	56300		Potable Water Main Replacement Project (WM2-N-3)				415,000	1,269,000		\$ 1,684,000
W/S	56300		Potable Water Main Replacement Project (WM2-NE-1)				651,000	1,954,000		\$ 2,605,000
W/S	56300		Potable Water Main Replacement Project (WM2-NW-3)		809,000	2,426,000				\$ 3,235,000
W/S	56300		Potable Water Main Replacement Project (WM2-NW-8)		553,000	1,659,000				\$ 2,212,000
W/S	56300		Replace Filter Air Lines and Blower - Main WTP					338,000		\$ 338,000
W/S	56300		Replace Well No. 1 (Western/R/LP Wellfield)					563,000		\$ 563,000
W/S	56300		Replace Well No. 2 (Western/R/LP Wellfield)							\$ 541,000
W/S	56300		Replace Well No. 3 (Western/R/LP Wellfield)				552,000			\$ 552,000
W/S	56300		Site Civil - Paving Improvements - Pratt WTP				110,000			\$ 110,000
W/S	56300		Vacuum Station No. 3 Vacuum Pump Upgrade		108,000					\$ 108,000
W/S	56300		Well Rehabilitation - Well No. 12 (Eastern/Main Wellfield)			70,000				\$ 70,000
W/S	56300		Well Rehabilitation - Well No. 13 (Eastern/Main Wellfield)		69,000					\$ 69,000
W/S	56300		Well Rehabilitation - Well No. 18 (Eastern/Main Wellfield)				72,000			\$ 72,000
W/S	56300		Well Rehabilitation - Well No. 19 (Eastern/Main Wellfield)					73,000		\$ 73,000
W/S	56300		Potable Water Main Replacement Project (WM2-NE-6)						563,000	\$ 563,000
W/S	56300		Replace Well No. 5 (Western/R/LP Wellfield)						574,000	\$ 574,000
W/S	56400		264 Water Supply - Emergency Generator - Well No. 15 (Eastern/Main Wellfield)	257,185						\$ 257,185
W/S	56400		265 Water Supply - Emergency Generator - Well No. 11 (Eastern/Main Wellfield)	257,185						\$ 257,185
W/S	56400		266 Vacuum Sewer - Vacuum Station No. 1 Emergency Generator	118,566						\$ 118,566
W/S	56400		267 Fixed Generator at LS No. 9 TO #267	332,185						\$ 332,185
W/S	56400		270 Vacuum Sewer - Vacuum Station #2 Sewage Pump Upgrade	-	52,000					\$ 52,000
W/S	56400		271 Main WTP - Replacement of Sand Loader	288,386						\$ 288,386
W/S	56400		278 Vacuum Sewer - Vacuum Station No. 1 Vacuum Pump Upgrade	73,454						\$ 73,454
W/S	56400		Replace Generator at RLP WTP Plant	500,000						\$ 500,000
W/S	56400		Fixed Generators at Master Lift Stations (Possible LMS)	-	156,000	159,000				\$ 315,000
W/S	56400		Replacement Lift Station Pumps	125,000	127,000	130,000	132,000	135,000	138,000	\$ 787,000
W/S	56400		Disc Flow MIEX Recycle Pumps - Main WTP	-	52,000					\$ 52,000
W/S	56400		Disc Flow MIEX Recycle Pumps - Pratt WTP	52,000						\$ 52,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 1 - Pratt WTP	52,000						\$ 52,000
W/S	56400		Recondition/Replace Transfer Pump, Valves, Piping - Pump No. 2 - Main WTP	47,000						\$ 47,000
W/S	56400		Recondition/Replace Transfer Pump, Valves, Piping - Pump No. 2 - Pratt WTP	47,000						\$ 47,000
W/S	56400		Replacements F-250 trucks with utility bodies	36,000				39,000		\$ 75,000
W/S	56400		Vacuum Sewer Pit Controller Upgrades	36,000						\$ 36,000
W/S	56400		Emergency Generator - Well No. 3 (Western/R/LP Wellfield)							\$ 144,000
W/S	56400		Emergency Generator - Well No. 19 (Eastern/Main Wellfield)							\$ 144,000
W/S	56400		Replace F-250 truck with utility body							\$ 40,000
W/S	56400		Brine Pump for MIEX System - Main WTP		27,000					\$ 27,000
W/S	56400		Brine Pump for MIEX System - Pratt WTP		27,000					\$ 27,000
W/S	56400		Field Laptop Replacements		5,000	6,000	6,000			\$ 17,000
W/S	56400		Incubator for lab - Main WTP		5,000					\$ 5,000

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
W/S	56400		Lift Station - Portable Generator Replacement		69,000			73,000		\$ 142,000
W/S	56400		Lift Station - Portable Self-Priming Non-Clog Pump		64,000			68,000		\$ 132,000
W/S	56400		Lime Slurry Mixers - Main WTP		8,500	8,500				\$ 17,000
W/S	56400		Lime Slurry Mixers - Pratt WTP		8,500	8,500				\$ 17,000
W/S	56400		Lime Slurry Pump Replacement - Main WTP			43,000				\$ 43,000
W/S	56400		Lime Slurry Pump Replacement - Pratt WTP			43,000				\$ 43,000
W/S	56400		MIEX Salt Pump Replacement - Main WTP		12,500	13,000				\$ 25,500
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 1 - Main WTP		53,000					\$ 53,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 2 - Main WTP			54,000				\$ 54,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 2 - Pratt WTP							\$ 53,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 3 - Main WTP				55,000			\$ 55,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 3 - Pratt WTP							\$ 54,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 4 - Main WTP		54,000					\$ 54,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 4 - Pratt WTP							\$ 55,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 5 - Pratt WTP				55,000			\$ 55,000
W/S	56400		Recondition/Replace High Service Pump, Valves, Piping - Pump No. 5 - Main WTP					57,000		\$ 57,000
W/S	56400		Recondition/Replace Transfer Pump, Valves, Piping - Pump No. 3 - Main WTP							\$ 48,000
W/S	56400		Recondition/Replace Transfer Pump, Valves, Piping - Pump No. 3 - Pratt WTP		48,000					\$ 48,000
W/S	56400		Salt Pump Replacement - Pratt WTP		12,500	13,000				\$ 25,500
W/S	56400		Valve Motor Actuator Replacement - Main WTP		27,000					\$ 27,000
W/S	56400		Valve Motor Actuator Replacement - Pratt WTP		27,000					\$ 27,000
W/S	56400		Wash Water Transfer Pumps (qty 2) - Main WTP		27,000					\$ 27,000
W/S	56400		Wash Water Transfer Pumps (qty 2) - Pratt WTP		27,000					\$ 27,000
W/S	56601		Enhanced Asset Management and Maintenance tracking software		80,000					\$ 80,000
W/S	56601		Customer Engagement Portal	35,000						\$ 35,000
			Water & Sewer Utility Capital	\$ 8,817,993	\$ 13,531,962	\$ 12,708,000	\$ 7,355,000	\$ 9,497,000	\$ 6,810,000	\$ 58,719,355

DEPT	G/L	TO#	DESCRIPTION	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	FY2021-2026 Total
Stormwater		250	Carol & Rex Ave Stormwater Improvements (Project 11A & 12B) - TO#250	354,411						\$ 354,411
Stormwater		249	Lakewood Rd Stormwater Improvements East of Kirk Rd (Project 19) - TO#249	77,000						\$ 77,000
Stormwater		277	Gulfstream Rd Stormwater Improvements (Project 8A & 8B) TO# 277	360,500						\$ 360,500
Stormwater		248	Frost Lake Stormwater Improvements - Phase 1 (Project 6A) - TO #248	-	29,550					\$ 29,550
Stormwater			Davis Road Stormwater Improvements (Canal Road to 10th Ave - Project #5)	163,000	1,107,000					\$ 1,270,000
Stormwater			Lakewood Rd Stormwater Improvements (West of Kirk Road Project #3)	70,500	479,500					\$ 550,000
Stormwater			2nd Ave N/Davis Rd Stormwater Improvements (Project 384)		273,000	1,857,000				\$ 2,130,000
Stormwater			Todd & Boatman Stormwater Improvements (Project 10 & 11)				350,000			\$ 350,000
Stormwater			Riedel Ave Stormwater Improvements (Project 21)					320,000		\$ 320,000
Stormwater			Lakewood Rd Stormwater Improvements (Project 5C)					750,000		\$ 750,000
Stormwater			Bermuda Road Stormwater Improvements (Project 13)					1,030,000		\$ 1,030,000
Stormwater			Lorene Dr & Alice Dr Stormwater Improvements (Project 14)					770,000		\$ 770,000
Stormwater			Edwards Ave Stormwater Improvements (Project 15)					140,000		\$ 140,000
Stormwater			Corrigan Court Stormwater Improvements (Project 16)					330,000		\$ 330,000
Stormwater			Serubi Ave Stormwater Improvements (Project 17)						190,000	\$ 190,000
Stormwater			Coconut Rd Stormwater Improvements (Project 18)						370,000	\$ 370,000
Stormwater			Charlotte Street Stormwater Improvements (Project 20)						80,000	\$ 80,000
Stormwater			7th Ave North Stormwater Improvements (Project 22)						340,000	\$ 340,000
Stormwater			Gulfstream Rd Stormwater Improvements (Project 23)						250,000	\$ 250,000
Stormwater			Sandra Lane Stormwater Improvements (Project 24)						150,000	\$ 150,000
Stormwater			North Price Street Stormwater Improvements (Project 25)						30,000	\$ 30,000
Stormwater			Stormwater Utility Capital	\$ 1,025,411	\$ 1,889,050	\$ 1,857,000	\$ 350,000	\$ 3,340,000	\$ 1,430,000	\$ 9,871,461

Attachment 7

Construction cost estimate



Description	Quantity	Unit	Unit Cost	Total Cost	Description/ Notes
General Requirements					
General Conditions	1	LS	\$50,000.00	\$50,000.00	
Project Management/ Superintendent	1	LS	\$56,879.18	\$56,879.18	10% of Construction Cost excluding general requirements
Permits	1	LS	\$6,000.00	\$6,000.00	Assumes permits fees from The Village will be waived
Site Mobilization/ Demobilization	1	LS	\$45,503.34	\$45,503.34	8% of Construction Cost excluding general requirements
Maintenance of Traffic	1	LS	\$56,879.18	\$56,879.18	10% of Construction Cost excluding general requirements
Erosion Control	1	LS	\$8,500.00	\$8,500.00	
Indemnification	1	LS	\$10,000.00	\$10,000.00	Allowance
Unforeseen Condition Allowance	1	LS	\$10,000.00	\$10,000.00	Allowance
As-Built Survey/ Record Drawings	1	LS	\$12,000.00	\$12,000.00	
Total				\$255,761.69	
Demolition					
Removal of Existing Sidewalk	2,418	SQ YD	\$30.00	\$72,540.00	
Removal of Existing Asphalt	254	SQ YD	\$35.00	\$8,890.00	
Total				\$81,430.00	
Site Preparation					
Clearing and Grubbing	1	LS	\$16,566.75	\$16,566.75	
Root Pruning and Tree Relocation	2	EA	\$500.00	\$1,000.00	2 Existing Queen Palms
Protection of Existing Trees to Remain	64	EA	\$100.00	\$6,400.00	Existing Trees and/or Palms
Grading	1	LS	\$39,000.00	\$39,000.00	
Relocation of Fire Hydrant	1	EA	\$6,000.00	\$6,000.00	
Total				\$68,966.75	
Hardscape, Paving, and Grading					
8' Wide 4" Concrete Sidewalk	4,043	SQ YD	\$52.00	\$210,236.00	Includes installation
8' Wide 6" Concrete Sidewalk	808	SQ YD	\$65.00	\$52,520.00	Includes installation
AGT Ultra Grade Glow Aggregate	1,000	SQ FT	\$7.50	\$7,500.00	Includes installation; pricing for estimated purchase total of 5,000 SF for Phases 1 and 2
Top-Cast Concrete Surface Retarder	1,000	SQ FT	\$1.88	\$1,880.00	Includes installation
Concrete Paver for Crosswalk/Sidewalks	5,778	SQ FT	\$11.00	\$63,558.00	Includes installation and Header Curbs
Custom Concrete Stamp	1	EA	\$6,500.00	\$6,500.00	Verify after phase 1 stamp can be kept and reused for remaining phases
12" White Thermoplastic Painted Crosswalk	2	EA	\$1,000.00	\$2,000.00	Includes installation
Concrete Stamping	117	SF	\$26.00	\$3,042.00	Includes installation; does not include custom stamp price
ADA Detectable Warnings	1	LS	\$13,500.00	\$13,500.00	Includes installation
Harmonizing Existing Grades and Conditions	1	LS	\$12,500.00	\$12,500.00	Allowance
Total				\$373,236.00	
Site Amenities					
Trailhead Signage (Ferrin Signs)	1	EA	\$2,800.00	\$2,800.00	Includes installation
Park Directional Signage (Ferrin Signs)	3	EA	\$1,500.00	\$4,500.00	Includes installation
Total				\$7,300.00	
Landscape Elements					
Silver Burton Wood	2	EA	\$1,000.00	\$2,000.00	Includes installation
Giant Silver Bromeliads	2	EA	\$100.00	\$200.00	Includes installation
Green Island Ficus	11	EA	\$8.50	\$93.50	Includes installation
Dwarf Firebush	147	EA	\$12.00	\$1,764.00	Includes installation
Maui Irons	11	EA	\$11.50	\$126.50	Includes installation
Bahia Sod	26,925	SF	\$1.00	\$26,925.00	Includes installation
Top Soil	1	LS	\$1,000.00	\$1,000.00	Allowance
Mulch	1	LS	\$750.00	\$750.00	Allowance
Irrigation system	1	LS	\$5,000.00	\$5,000.00	Allowance
Total				\$37,859.00	
Construction Subtotal				\$824,553.44	
CONTINGENCY				\$30,000.00	
PROJECT TOTAL				\$854,553.44	

Notes:

1. The above estimate was prepared by a Registered Landscape Architect licensed to practice in the State of Florida and is hereby certified as our professional opinion of probable costs.
2. The opinion of probable construction costs provided are made based on experience and represent our best judgement as Landscape Architects familiar with the construction industry. The firm cannot and does not guarantee that proposals, bids, or the construction cost will not vary from our opinions of probable costs. If the Owner wishes greater assurances of the construction cost, we recommend employment of an independent cost estimator.

Attachment 8

Photos of existing conditions of proposed area

SOUTH ALONG DAVIS FROM ALEMEDA DR TO GREENBRIER DR



CRACKS IN EXISTING PATHWAY ALONG DAVIS RD



EXISTING PATHWAY ALONG DAVIS RD GOING SOUTH FROM ALEMEDRA DR



UNEVEN PATH ALONG DAVIS RD



UNEVEN AREA IN EXISTING PATHWAY ALONG DAVIS RD



INTERSECTION ALONG DAVIS WHERE PAVERS WILL BE



INTERSECTION ALONG DAVIS WHERE PAVERS WILL BE



NEW PATHWAY MOVING WEST TOWARDS FOXTAIL PALM PARK



FROM EAST TO WEST EXTENSION TO FOXTAIL ENTRANCE





Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Administration

ITEM 7.1: Florida Bicycle Month, Bike Rodeo & Mayor's Ride Proclamation - March 2021

SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

Proclamation

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

Whereas, the Village of Palm Springs residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

Whereas, the State of Florida recognizes March officially as Bicycle Month and Palm Beach County will recognize it locally; and

Whereas, Florida Bicycle Month features several fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

Whereas, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation; and

Whereas, through these efforts, Palm Beach County now has over 200 miles of designated bicycle facilities, with more than 600 miles of additional bicycle facilities planned and will continue to promote a connected network of improved bicycle level of service; and

Whereas, on March 13, 2021, the Village of Palm Springs Parks and Recreation Department will host the Bike Rodeo, a free event to educate children between the ages of 5-12 on bicycle safety.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of March 2021 as:



"FLORIDA BICYCLE MONTH"

*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor Beverly Smith

Date March 11, 2021



Village of Palm Springs

Executive Brief

AGENDA DATE: March 11, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1: Resolution No. 2021-02 - Site Plan Amendment (SPR21-01) and One (1) Waiver - The Oaks II - 1212 South Congress Avenue

SUMMARY:

Ms. Rebeca Miller, agent for Congress Oaks Development Group II, is requesting a site plan amendment approval (SPR21-01) for a mixed-use planned development, located at 1212 South Congress Avenue (southeast corner of Congress Avenue and Oak Drive). The applicant is proposing to amend the previously approved development plan (Resolution No. 2017-30 - June 2017) to facilitate the construction of a 48,556 square feet Assisted Living Facility.

The proposed amendment requests that an increase of 11 beds and approximately 1,000 square feet under air be added to the previously approved site plan to provide for a total of 72-beds and 48,556 square foot of Assisted Living Facility (ALF) use with 3,174 square feet of commercial space that is designed to serve ALF residents and the general public.

The applicant is also proposing to change the business concept model from a combination of independent and memory care to completely Assisted Living and Memory Care facility (no independent living) to better serve the community needs. Additionally, the applicant proposes the following changes:

- New memory care courtyard
- Enlarged dumpster enclosure
- Elimination of loading zone
- Minor changes to the outside dog walk area (the approved dog walk area is proposed to be modified so that egress from the stair and first floor does not travel through the enclosed dog area)

Note: The Village Code - Section 34-875(2). Waivers - provides that waivers may be granted by the Village Council following an advisory recommendation by the Planning and Zoning Board. All requests for waiver shall be identified on the site plan and shall accompany an application for site plan approval of a mixed used development.

The applicant is requesting one (1) additional waiver for the proposed mixed-use site plan:

1. Relief from Sec.34-982(4) - Allow an assisted living facility to be located 100' from a child day care facility rather than the required 1500' minimum distance separation.

Note: The previous Village Council approval (Resolution No. 2017-30 on June 8, 2017) included four (4) waivers.

The Planning & Zoning Board considered these requests during their February 9, 2021 meeting and recommended approval.

Based on the surrounding characteristics and the proposed amendments to the previously approved site plan, staff does not find that the requested amendments and/or waiver will negatively impact the area or be detrimental to the public welfare. Thus, the Planning, Zoning & Building staff does not object to the proposed Mixed-Use Planned Development Site Plan with one (1) waiver and recommends conditional approval of the proposed development subject to the proposed forty-two (42) conditions.

FISCAL IMPACT:

The proposed project is expected to have a fiscal impact on the Village as it is would enhance the Village's assessed property valuation. Additionally, this project, if approved, would require various Village services that will result in increased expenditures to the Village.

ATTACHMENTS:

Proposed Resolution No. 2021-02 Site Development Plan Amendment 1212 S. Congress Avenue (SPR21-01)

Exhibit "A" - Staff Report & Conditions of Approval

Project Narrative and Justification Statement

Site Plan, Landscape Plans, Architectural Plans, Civil Plans and Letters

Resolution 2017-30 - Approved Site Plan

Color Site Plan and Color Rendering

Quit-Claim Deed - 1212 South Congress Avenue

Aerial Map and Location Map

RESOLUTION NO. 2021-02

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, REQUESTING (APPROVING/DENYING), WITH CONDITIONS, A SITE DEVELOPMENT PLAN AMENDMENT, (SPR21-01) FOR THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT PROJECT CONSISTING OF 45,381.917 SQUARE FEET CONGREGATE LIVING FACILITY (CLF) WITH 72 BEDS AND 3,174.413 SQUARE FEET OF ASSOCIATED COMMERCIAL BUSINESS TO SERVE THE RESIDENTS OF THE CLF AND THE GENERAL PUBLIC, LOCATED AT 1212 SOUTH CONGRESS AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rebeca Miller, Agent for Congress Oaks Development Group II (“Applicant and Owner”) is requesting a Site Development Plan Amendment (SPR21-01) for a Congregate Living Facility (CLF) with one (1) waiver. The proposed project is 2.33 (gross area) acres, located at 1212 South Congress Avenue; and

WHEREAS, Rebecca Miller, Agent for Congress Oaks Development Group II, previously had four (4) waivers approved under Resolution 2017-30:

- 1) Relief from Sec.34-162 to allow 6' wide landscape buffer instead of 15' adjacent to South Congress Ave.
- 2) Relief from Sec.34-162 to allow 4' wide landscape buffer instead of 10' adjacent to the Canal on the East side of the property.
- 3) Relief from Sec.34-162 for the allowance of no planting trees as part of the landscaped buffer along the canal on the east side of the property.
- 4) Relief from Sec.34-872(2) to allow 13'- 11 13/16 "side set back on the south side in lieu of 15'.

WHEREAS, the Applicant is also requesting a waiver to provide:

- 1) Relief from Section 34-982(4) to allow an assisted living facility to be located 100' from a child day care facility rather than 1500' minimum required.

WHEREAS, the recommendation of the Planning, Zoning and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Village Council and Planning & Zoning Board has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council having received and considered the request of Rebeca Miller, Agent for Congress Oaks Development Group II (“Applicant and Owner”), for approval of Site Development Plan Amendment (SPR21-01) and one (1) waiver within the proposed Congregate Living Facility (CLF).

Note: Within the proposed Site Development Plan Amendment, the Applicant is requesting one (1) waiver:

The Planning & Zoning Board (“Board”) considered these requests during their February 9, 2021 meeting and in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the waiver has been shown and they have been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-1063(c).

_____ **Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.**

OR

_____ **Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the waivers has NOT been shown and they have NOT been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-1063(c), for the following reason(s):**

Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Resolution No. 2021-02 – Site Dev. Plan Amend. The Oakes II – (SPR21-01) 1212 S. Congress Avenue

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY M. READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLENN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Development Plan Amendment with a waiver – The Oaks II (Assisted Living Facility)- 1212 South Congress Avenue.

Application Summary			
Applicant	Congress Oaks Development Group II	Submittal Date	6/17/2020
Reference Name	The Oaks II	Case Number	SPR21-01
		Parcel Control No	70-43-44-08-10-002-0010
Location	1212 South Congress Avenue	Site Area	±2.04 acres (net area) ±2.33 acres (gross area)
P&Z B Meeting	February 9, 2021	Council Meeting	March 11, 2021
Requests			
Proposed Use(s)	Site Development Plan Amendment for the construction of a mixed-use development project consisting of 45,381.917 square feet Congregate Living Facility (CLF) with 72 beds and 3,174.413 square feet of associated commercial business to serve the residents of the CLF and the general public.		
Number of Buildings	1 two-story building (total of 48,556.33 s.f.)		
Waivers	APPROVED WAIVERS UNDER RESOLUTION 2017-30 1) 6' wide landscape buffer instead of 15' adjacent to South Congress Avenue. 2) 4' wide landscape buffer instead of 10' adjacent to the Canal on the East side. 3) No trees provided along the East side as part of the landscape buffer. 4) 13'-11 13/16" side setback on the South side in lieu of 15'. WAIVER REQUESTED 1) Requesting a waiver relief from Section 34-982(4) to allow an assisted living facility to be located 100' from a child day care facility rather than 1500' minimum required.		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Total of 45 parking needed ALF 39 (1/4 residents @ 72 residents + 1/employee @ 21 employees) Physical Therapist 1 (1/200sf @ 200 SF) Bistro 3 (1/3 seats @ 9 seats) Hair Salon 1 (1/200 SF @ 200 SF) Gift Shop 1 (1/200 SF @97 SF)	45 spaces	Yes
Building Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (West side)	Similar uses 15'	23'	No (variance requested)
Rear yard (East side)		24'- 11 11/16"	Yes
Side yard (North side)	Different uses 30'	± 88'	Yes
Side yard (South side)		± 13'	No (waiver previously approved)
Site Characteristics			
Existing Use	Vacant land	Proposed Use	Mixed use (adult living facility with physical therapy, bistro, hair salon and gift shop)

Zoning	Mixed Use (MU)	Existing Future Land Use	Mixed Use (Commercial and High Density Residential)
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Palm Beach County Canal and commercial businesses	Commercial	Commercial General (CG)
South	Vacant land	Unknown Unincorporated PBC	Unknown Unincorporated PBC
East	Palm Beach County Canal and vacant land	PBC Canal and Unknown Unincorporated PBC	PBC Canal and Unknown Unincorporated PBC
West	South Congress Avenue and child day care facility	Commercial	Commercial General (CG)
Recommendation			
Planning, Zoning and Building Staff recommends conditional approval of the new mixed use planned development, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.			



I Site History

- **Ordinance 2006-01: Annexation**
The property was voluntarily annexed into the Village of Palm Springs on February 23, 2006 and designated with the Land Development as Commercial General zoning districts and future land use Commercial. At the time of the annexation there was an agreement (Resolution 2006-15) to allow some flexibility on parking requirements, drive aisles widths, monuments signs and width on ingress/ egress on South Congress Avenue.
- **Resolution 2006-020: Site Plan**
On March 9, 2006, the Village Council approved the Site Plan (SPR06-01) for construction of a 34,749 square foot professional office with some waivers granted under the annexation agreement.
- **Resolution 2006-104: Site Plan Amendment**
On March 22, 2006, the Village Council approved the Amendment to the Site Plan previously approved under Resolution 2006-020, due to the shortage of parking on site was detrimental to the marketing of the property; the site plan was reconfigured by removing some of the architectural features to allow for ten additional parking spaces. The building square footage remained the same.
- **Resolution 2008-27: Site Plan Amendment**
In March 2008, the Village Council approved the Site Plan Amendment to extend the build-out date from April 1, 2008 to December 31, 2010 for the construction of a professional office building previously approved under Resolution 2006-104. The site plan expired without the commencement of construction.
- **Ordinance 2017-09: Land Use Amendment and Rezoning.**
On June 8, 2017, the Village Council approved the Small-Scale Land Use Amendment of the Future Land Use Map to change the land use of the property from Commercial to Mixed-Use concurrent with Rezoning from Commercial General (CG) to Mixed Use (MU) (specifying a mix of Commercial and High-Density Residential land uses).
- **Resolution 2017-30: Site Plan**
On June 8, 2017, the Village Council approved the mixed-use Site Development Plan (SPR17-04) to construct 47,547 square feet assisted living facility with 61 beds, and 4,760 square feet of associated commercial business designated to serve the residents of the Assisted Living Facility and the general public.

II Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Mixed-Use, respectively. The proposed planned development site plan amendment is consistent with goals, objectives, and policies of the Village's Comprehensive Plan. Specifically, Policy A.6 requires the Village to provide greater opportunities for group homes and congregate care facilities.

III Waivers Requested

Four waivers were previously approved under Resolution 2017-30:

- 2) 6' wide landscape buffer instead of 15' adjacent to South Congress Avenue.
- 3) 4' wide landscape buffer instead of 10' adjacent to the Canal on the East side.
- 4) No trees provided along the East side as part of the landscape buffer.
- 5) 13'-11 13/16" side setback on the South side in lieu of 15'.

WAIVER REQUESTED

- The applicant is requesting a waiver to provide relief from Section 34-982(4) to allow an assisted living facility to be located 100' from a child day care facility rather than 1500' minimum required.

The applicant's full justification to the waiver is attached hereto.

- a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

The code requirement for a distance separation location from a Child Care Center occurred after our 2017 approval and therefore, it is our stipulation that we were here first and would therefore be exempt from this code requirement. Additionally, assisted living is typically a use selected as a combined occupancy in many locations due to the effects of children on the elderly and the relationships that children develop through these types of programs. This use is in perfect harmony with Childcare. Additionally, our programs are all held within the building so any opportunities for exposure would be at the invitation of the Childcare Center.

- b. The request results from innovative design in which other minimum standards are exceeded.

Minimum standards are exceeded in build quality, design, and economic impact. The design requirements of this type of building far exceeds that of typical commercial construction. From the Fire ratings of the walls, the windows and elevation exposures, this is one of the most expensive types of construction to develop and it is a valuable asset to the Village of Palm Springs.

- c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

This site is clear cut and is currently blighted property with no sustainable resources. We will add back into this property preservation and green spaces where currently there is only dirt. Adequate drainage and canal protection will also be a top priority.

- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site

design techniques.

This site is clear cut and is currently blighted property with no sustainable resources. We will add back into this property preservation and green spaces where currently there is only dirt. Residents of your community will abide here and enjoy the access to green space with a connected thoroughfare to the adjacent arteries. Sidewalks will be provided both within the site and adjacent to the community. Landscape buffers will provide visual interest where currently there is none.

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

The site will employ an aggressive landscape plan that will utilize all of the natural areas and drainage areas both to the east and south side of the property in addition to creating highly planted buffers on the West and North sides of the project.

- f. Economic issues may not be used to justify waivers.

Our waiver requests are due to existing site conditions and conditions required for buildability of this use.

- g. The request is compatible with existing and potential land uses adjacent to the development site.

Our Waiver requests are compatible with all.

Staff supports the applicant's request to allow the proposed assisted living facility to be located 100' from a child day care facility considering the special conditions and circumstances existed on the property but did not result from actions of the applicant. The project while being requested by the applicant, was approved in 2017 prior to the adoption of the Village Code standards requiring the 1,500-foot separation distance from a child day care facility. The nature of the proposed use of the subject property to an elderly care ALF is deemed to be in harmony with the general intent of the Village Code because no conflicts will arise from the proximity of one use from the other. Granting the Waiver will be in harmony with the general intent and purpose of the applicant requests and will not be injurious to the area involved or otherwise detrimental to the public welfare.

IV Neighborhood Compatibility

- 1) The proposed project is located on the East side of South Congress Avenue.
- 2) Property crossing South Congress Ave to the West is used as a child day care facility.
- 3) Properties on the West and East are generally residential uses.
- 4) A mix of different uses between commercial, light industrial and residential are existing along South Congress Avenue corridor.
- 5) The property is located within the Congress CRA District.

V Regulatory Issues

- The site plan conforms to the property development standards of the MU district.
 - 1) Proposed project plan generally meets required site development regulation.

- 2) The proposed project is going to be licensed by the Florida Agency for Health Care Administration (AHCA).
- 3) The proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
- 4) Permits from all applicable permitting agencies, including Lake Worth Drainage District, PBC Water Utility Department, FDOT, PBC Department of Health and Palm Beach County Fire Rescue Department.
- 5) Civil/Utility plans shall be approved by the Village's Engineer.
- 6) The proposed development is located within the Airport Regulated Area Zone 1 and 3 for Palm Beach International Airport. The project must comply with the Federal Aviation Administration (FAA) regulations. Notice of Actual Construction or Alteration (form 7460) shall be submitted to the FAA to determine if the development will be a hazard to air navigation.

VI Environmental Issues

There are no environmental (wetlands, floodplains, etc) issues identified.

VII Community Outreach/ Notification

- The subject property was posted on January 29, 2021.
- Public Notification letters were mailed to all property owners within 300-foot radius of subject property on January 28, 2021.
- Legal advertisement was published in the paper on January 28, 2021.
- Staff has not received any inquiries or comments as a result of the notices.

VIII Proposed Development Plan Details

The petitioner's development plans dated received on June 17, 2020 depicts the following:

- Application for Site Development Plan Amendment with a waiver for the construction of a new 45,381 square feet Congregate Living Facility (CLF) with 72 beds and 3,3174 square feet of associated commercial business designated to serve the residents of the CLF and the general public.
 1. Site Plan dated received June 17, 2020 revised and resubmitted on January 14, 2021.
 2. Landscape plans dated received October 6, 2020 revised and resubmitted on December 29, 2020.
 3. Engineering plans dated received June 17, 2020 revised and resubmitted on December 29, 2020.
 4. Architecture plan dated received October 6, 2020 revised and resubmitted on December 29, 2020.
 5. Boundary survey dated received June 17, 2020.
 6. Drainage Statement.
 7. Photometric plan.
 8. Justification statement of proposed use.
 9. Traffic analysis.

10. Color rendering.

IX Recommendation

The applicant is requesting a site development plan amendment to facilitate the construction of a 48,556 square feet mixed use planned development project. The proposed amendment includes an increase of 11 beds and approximately 1000 square feet to the previous approved site plan for a total of 72-beds and 48,556 square foot Assisted Living Facility (ALF) with 3,174 square feet of commercial space that is designed to serve the ALF residents and the general public.

The applicant is changing the model from a combination of Independent and Memory Care to all Assisted Living and Memory Care to better serve the community needs of 2020. The square footage per unit decreased due to the elimination of the independent living units therefore creating the opportunity for more beds.

Additionally, the applicant proposed the following changes:

- New memory care courtyard
- Enlarged dumpster enclosure
- Elimination of loading zone
- Minor changes by dog area (the dog area is modified so that egress from the stair and first floor does not travel through the enclosed dog area)

Planning, Zoning and Building Staff has conducted a review of the application and found the proposed site plan amendment to be consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed ALF with associated commercial businesses is generally consistent with the Land Development and zoning regulation and all other portions of the code. The proposed Mixed-Use project provides sidewalks connections from the main roadway and internal connections to facilitate pedestrian circulation and safety. The proposed project provides sufficient parking to avoid on-street parking. The proposed use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems and will have a beneficial visual impact on South Congress avenue corridor.

Planning, Zoning and Building Staff recommends conditional approval of the Site Development Plan Amendment with a waiver, for the construction of 48,556 square feet mixed-use planned development project with 72 beds and 3,174 square feet of associated commercial business designed to serve the ALF residents and the public subject to the following forty-two (42) conditions, which include conditions of the previous approval:

1. Build out date is December 31, 2024.
2. The Oaks II mixed-use planned development is restricted to the uses and site characteristics depicted on the site plan prepared Kevin Donahue and dated January 6, 2021. Any modifications to the specified uses shall require subsequent Village Council approval.
3. Architectural details of the proposed memory care courtyard shall be provided to the Village's PZ&B Department for subsequent approval at time of permitting.
4. The associated commercial businesses hours of operations shall be in accordance with the Village hour of operations regulations.

5. The ALF shall be limited to 72 beds. Expansion of the use/occupancy will necessitate subsequent review and approval by the Village Council, and shall include an analysis of additional impacts on public facilities and services.
6. The applicant/operator of the ALF shall prohibit tenants/residents from parking personal vehicles at the facility, or the plans shall be revised to provide additional parking. Parking reduction methods shall be utilized, which might include the use of shuttle vans, staggering of providers/guest visitations, carpooling of employees or other effective means of limiting the number of vehicles parked at the facility.
7. Any special event to be held at the facility is subject to Special Event Permit approval by the Village.
8. Landscaped buffers shall only overlap 5 feet any utility easements.
9. Delivery hours shall not commence prior to 8:00am or continue later than 9:00pm.
10. Copy of the annual food permit from Florida Department of Agriculture and Consumer Services shall be provided to the Village along with the inspection report.
11. No wall signs are proposed as part of this application. Any future proposed sign (s) shall be in accordance with the Village wall signs regulations.
12. The Palm Tran bus stop shall be relocated, and an ADA-compliant concrete slab shall be completed prior to construction. (A FDOT permit may be required.).
13. A 5' x 8' Palm Tran easement shall be recorded prior to Certificate of Occupancy.
14. Bistro area shall be limited to 9 seats based on parking data.
15. No local business license shall be issued by the Village unless a license has first been obtained from the state and any other permitting agency required.
16. A certificate of insurance shall be provided to the Planning, Zoning & Building Department, evidencing coverage against injury and property damaged caused by the tortious conduct of the operator. Insurance coverage shall protect the residents and all other persons who enter the facility in connection with its business, and shall be in amount of not less than \$100,000.00 per person and \$300,000.0 per accident or occurrence for personal injury, and \$5,000.00 for property damage.
17. Details of the enclosure around the lift station shall be provided to the Village PZ&B Department for review and approval at time of permitting.
18. Details of the retaining wall and decorative fence on top of the retaining wall shall be provided to the Village PZ&B Department for review and approval at time of permitting.
19. Dumpster size shall not exceed the 4yd per Waste Pro USA requirement.
20. Details of the proposed monument sign shall be reviewed and approved by the Village at time of permitting.
21. A Utility/Civil Plan shall be approved by the Village Engineer and Palm Beach County Water Utility Department at time of permitting.
22. Notice of Actual Construction or Alteration (form 7460) shall be submitted to the FAA to determine if the development will be a hazard to air navigation and decision results shall be provided to the Village at time of permitting.
23. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to Certificate of Occupancy, and property owner shall voluntarily serve as a program partner easement/ agreement, electric) through the life of the program.
24. Mechanical equipment and above-ground infrastructure shall be screened from view.

25. Permits from all applicable permitting agencies, including but not limited to Lake Worth Drainage District, PBC Water Utility Department, FDOT, PBC Department of Health and Palm Beach County Fire Rescue Department shall be provided to the Village at time of permitting.
26. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
27. Trees/palms slated for removal and destruction shall be offered to the Village for relocation to a public property. Property owners shall provide at least 60 days' notice to the Village and grant the Village permission to enter the property and relocate any trees approved for removal.
28. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.
29. Landscaped areas shall be irrigated (including but not limited to buffer, islands, planter boxes, etc.). New irrigation systems shall be maintained separately from potable water distribution systems and shall include rain sensor shut-off mechanisms.
30. A pre-construction meeting shall be scheduled with the Village Land Development Department prior to commencement of any construction activity. Permits are required from the Land Development Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
31. All electric shall be underground.
32. A silt barrier shall be installed around the perimeter of the property prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
33. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy.
34. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
35. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
36. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
37. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Land Development Director.
38. Permits are required from the Planning, Zoning and Building Department prior to commencing any construction or renovation.
39. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
40. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
41. At the time of CO, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.
42. The dumpster provider including the construction dumpster shall be Waste Pro USA who is under franchise Agreement with the Village. No drains to sanitary sewer are permitted in the dumpster pad.



ORDINANCE 2017-09 – SITE PLAN AMENDMENT (SMALL-SCALE) THE OAKS AT PALM SPRINGS – 1212 SOUTH CONGRESS AVENUE

SUMMARY

Rebecca Miller, agent for Congress Oaks Development Group LLC, is requesting a site plan amendment to facilitate a mixed use planned development for property located at 1212 South Congress Avenue (southeast corner of Congress Avenue and Oak Drive). The proposed development would include a net increase of 11 beds to the approved site plan totally 72-beds and a net increase of 1,009.33 square feet under air to the approved site plan for a 48,556.33 square foot Assisted Living Facility (ALF) with 4,760 square feet of commercial space that is designed to serve the ALF residents and the general public.

The property is less than 10 acres in size (2.3358 acres total) and is currently vacant. The applicant is changing the model from a combination of Independent and memory care to all Assisted Living and Memory Care to better serve the community needs of 2020. The square footage per unit decreased due to the elimination of the IL units therefore creating the opportunity for more beds. It also provides a better center for the Village of Palm Springs whose demographics and market analytics clearly indicate the need for this use.

EXECUTIVE OVERVIEW

Priority Life Care originated from a vision; a vision of our lives and how we all want to live them. We all want a home, a place of belonging or purpose, to live out each unique story to the very end. At our core is this vision; to change how senior care is approached and empower our elder generation to live with dignity and independence.

We are able to turn our vision into a reality with successfully restoring and maintaining existing retirement and assisted living homes, and other community buildings, into flourishing senior communities at 90%-100% occupancy, and in many cases with waitlists. Because Priority Life Care is committed to providing care that is affordable to seniors with varying economic backgrounds, we accept private pay residents as well as create successful partnerships with federal and state programs such as Medicaid Waiver, Veteran's Benefits (Aid & Attendance), PACE, and RCAP.

In addition, our management team has extensive operational experience and understanding of the regulatory work environment, facility management and employee engagement. Some examples of our work include:

- Due Diligence
- Staffing Reviews & Development
- Budgeting
- Census Development

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336

MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



- Renovation and Construction Plans
- Asset Management of Distressed Properties
- Acquisition Support
- Financial & Operations Benchmarking
- Conversion from IL to AL
- Addition of Memory Care Units & Programs
- Obtaining Medicaid Waiver
- Negotiating Managed Care Contracts
- Market Assessment

Our process starts pre-acquisition through a site visit, market assessment, and due diligence. Priority Life Care assesses the information to develop a clear assessment of a community and its potential needs. Post-acquisition, we are able to shine through on renovations aligned with market demands, care program development and employee training. Overall, our consistent success in asset management, community outreach and census development will remain a constant drive and focus.

NEW MEMORY CARE COURTYARD

The health benefits of spending time outdoors for older people living in assisted living/memory support facilities have been widely reported. Going outdoors has been associated with improved mood, increased wellbeing and quality of life, better sleep, decreased agitation and disruptive behaviors, and reduced use of medications used to treat changed behavior. However, Memory Care resident access to the exterior (for the above benefits) requires a secure area to prevent elopement. Accordingly, a safe and secure garden courtyard is added for memory Care resident use.

ENLARGED DUMPSTER ENCLOSURE

The dumpster enclosure is enlarged to accommodate two 4-yard dumpsters totaling 8 yards. Based on the following calculation: .275 pounds per person per day ÷ 175 lbs. per yard x 7 days per week = 0.11 cubic yards per person each week. 72 persons x .11 = 7.92 yards, two 4-yard dumpsters are required for weekly pick up.

ELIMINATION OF LOADING ZONE

Shipment sizes are relatively small as they are frequently delivered with relatively smaller vehicles, thereby eliminating the need for the large loading zone which was originally intended for extended deliveries.

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



PROPOSED CHANGES BY DOG AREA

The dog area is modified so that egress from the stair and first floor does not travel through the enclosed (fenced-in) dog area.

JUSTIFICATION STATEMENT: MIXED USE STANDARDS

Section 34-871 of the Village Code allows uses that are permissible in the RS, RM, CN, CG and IL land development districts, subject to meeting the standards prescribed in subsequent sections of the Code. The uses identified in the description of the project contained in a previous section of this application are permitted in these districts.

Sec. 34-874. - Performance standards.

(a). Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.

Response: A sidewalk existing along the entire western boundary of the subject property (along the east side of the South Congress Avenue right-of-way). A 5-ft. wide sidewalk is being proposed on the accompanying site plan that will connect the proposed assisted living facility (ALF) entrance to the existing sidewalk.

(b). Consolidation of smaller parcels into a larger, unified development project.

Response: The subject property consists of a single parcel of land that will remain under one ownership.

(c). Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access, provision of access from secondary streets and alleys.

Response: A single driveway is being proposed. No access easements or secondary access are proposed.

(d). Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



Response: The proposed site plan provides for adequate parking to serve the ALF and the other commercial mixed-use components of the project and has been designed to minimize excessive parking. Based on the operation of similar facilities, only a small portion of the residents will have vehicles.

Ground transportation will be provided by the facility.

(e). Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.

Response: The proposed plan meets the code minimum number of parking spaces and provides for adequate parking without the need for on-street parking.

(f) Pedestrian-scale street lighting along sidewalks and pedestrian-ways.

Response: Site lighting is provided as depicted on the proposed lighting plan and pedestrian walkways to the sidewalk and walking path will be provided.

(g) Aggregation of open space to create common areas of sufficient size for passive/leisure activities.

Response: A walking path around the water retention area and connecting to the sidewalk serving the facility is being proposed as well as an outdoor stabilized grassed area and patio/

(h) Continuity of sidewalks and pathways where disconnects occur, and provision of sidewalks to usable open spaces, recreation amenities or public facilities.

Response: Sidewalks and pathways are provided to the open space amenities.

(i) Residential setbacks that allows for a green, semi-private planting area between the sidewalk and house(s).

Responses: No houses are proposed but sufficient landscaping along the South Congress Avenue frontage is provided to meet this standard.

G) Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



Response: No maintenance agreement is necessary because the project will be under one ownership.

(k) Create bus waiting areas for safety, for school busses or mass transit, as may be applicable.

(l) Building setbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

Response: The subject property abuts 2 rights-of-way, South Congress Avenue on the west and Oak Drive on the north and building setbacks have been established at a minimum of 23 feet from the South Congress Avenue right-of-way and 68 feet from Oak Drive. A 100-ft. wide lake separates the subject property from the residential community (Laguna Park) to the east, except for the southeast portion of the property which abuts a single-family lot and home that accesses Melaleuca Drive. The project was designed to locate the required water retention area in this location in order to provide additional building setback to this property. The property immediately south of the subject property is zoned Urban Infill (UI) in Palm Beach County and is presumably planned for future medical offices.

(m) Provisions of original, self-confident building design, and prohibition of metal buildings.

Response: Architectural plans that accompany this request should be reviewed for compliance with this standard.

(n) Buffers between differing uses to include a masonry wall and landscaping to promote compatibility.

Response: All commercial uses are within the enclosed 2-story building and are separated from the residential living quarters of the ALF.

(o) Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.

Response: The project architect and civil engineer have worked closely with Village Fire Rescue staff and FDOT, respectively, to ensure that adequate circulation and operational measures are included in the site design.

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



Section 34-982(3) - Floor area.

The maximum occupancy to be accommodated in an assisted living facility shall be determined by a ratio of one person for every 70 square feet of the net bedroom or sleeping room floor area. The net bedroom or sleeping room floor area shall not include closets and bathrooms appurtenant to such room or common areas, such as hallways, kitchens.

Applicant's plans comply with Section 34-982(3).

Sec. 34-875. - Waivers.

Provisions of the Village Code provide for waivers in the Mixed Use District, subject to provisions of this section. Four (4) waivers have been identified: three (3) for landscape buffers including a reduction in the width of the required 15-ft. wide east property line to 4 feet; a waiver for the required number of trees in this portion of the perimeter buffer; and a reduction in the buffer width for the right-of-way buffer along Congress Avenue from 50 feet to 23 feet. These four (4) waivers have been previously approved. And one (1) waiver is being requested for the required 1,500 feet distance from a child day care facility to 100 feet separation.

An existing canal in excess of 100-ft. in width is adjacent to the subject property's east boundary, which together with the proposed wall will provide adequate buffering to residences to the east. The required 15-ft. landscape buffer is being maintained at the southeast portion of the subject property where it abuts the single-family lot along Melaleuca Drive. The narrow depth of the subject property simply does not accommodate a wider buffer in this portion of the site while still providing for adequate building design and circulation. The reduced width will not allow planting of all required trees, but five (5) additional trees are proposed in excess of code requirements on other portions of the site to offset the reduction. The requested reduction along the west property line (Congress Avenue right-of-way) is compensated by providing a 23 ft' wide landscape area between the building and Congress Ave. The comparison below of the 15 ft. wide buffer with the proposed 11 ft. wide and 23 ft. wide buffer demonstrates that more landscape area is being provided along Congress Avenue than would otherwise be required.

Required

15' buffer x 486' frontage = 7290 SF

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



Approved

11' buffer x 252' frontage = 2772 SF

23.83' buffer x 234' Frontage = 5576 SF

Total = 8348 SF

The approved and requested waivers adhere to the waiver standards prescribed in this section (Standards a-i) since approval of the same will not adversely affect adjacent properties and are compatible with adjacent uses. The design of the project is such that it promotes the inclusion of outdoor trail and helps to facilitate site parking and vehicular circulation. The narrow depth of the property (183 feet) provides a substantial site constraint that justifies the proposed reduction in the landscape buffers.

OAKS AT PALM SPRINGS: APPROVED WAIVERS

Four (4) waivers were previously approved for three (3) for landscape buffers and one (1) for the required 15 feet south setback.

OAKS AT PALM SPRINGS: WAIVERS REQUESTS

Applicant is requesting one (1) for the required 1,500 feet distance from a child day care facility.

A 1400' waiver for the minimum distance separation from a child day care facility is requested. A 100" separation in lieu of required 1500'.

- a. *The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.*

Waivers Approved in the prior Site Plan approval from 2017 are as follows and are required by our petition to follow through this approval. They were provided due to the complexity of the existing site's buildability under current code landscape conditions. These conditions still exist and our plan remains consistent with 2017's.

- (i) West Buffer – SEC 34-162 **Waiver approved for 4' reduction 2017**

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



- (ii) East Buffer – SEC 34-162 **Waiver approved for 6’ reduction 2017**
- (iii) East Buffer – SEC 34-162 **Waiver approved for 16 trees 2017**
- (iv) South Setback – SEC 34-162 **Waver approved for 1’-0 3/16” D**

New Waiver Request is:

- (i) Child Day Care- SEC 34-982 **Waiver is requested for 1,400’**
The locate of this Child Care center occurred after our 2017 approval and therefore, it is our stipulation that we were here first and would therefore be exempt from this code requirement. Additionally, assisted living is typically a use selected as a combined occupancy in many locations due to the effects of children on the elderly and the relationships that children develop through these types of programs. This use is in perfect harmony with Childcare. Additionally, our programs are all held within the building so any opportunities for exposure would be at the invitation of the Childcare Center.

- b. *The request results from innovative design in which other minimum standards are exceeded.*

Minimum standards are exceeded in build quality, design and economic impact. The design requirements of this type of building far exceeds that of typical commercial construction. From the Fire ratings of the walls, the windows and elevation exposures, this is one of the most expensive types of construction to develop and it is a valuable asset to the Village of Palm Springs.

- c. The request demonstrates that granting of the *waiver* will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

This site is clear cut and is currently blighted property with no sustainable resources. We will add back into this property preservation and green spaces where currently there is only dirt. Adequate drainage and canal protection will also be a top priority.

- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



- e. outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

This site is clear cut and is currently blighted property with no sustainable resources. We will add back into this property preservation and green spaces where currently there is only dirt. Residents of your community will abide here and enjoy the access to green space with a connected thoroughfare to the adjacent arteries. Sidewalks will be provided both within the site and adjacent to the community. Landscape buffers will provide visual interest where currently there is none.

- f. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a *waiver*.

The site will employ an aggressive landscape plan that will utilize all of the natural areas and drainage areas both to the east and south side of the property in addition to creating highly planted buffers on the West and North sides of the project.

- g. Economic hardship may not be used to justify *waivers*.

Our waiver requests are due to existing site conditions and conditions required for buildability of this use.

- h. The result is compatible with existing and potential land uses adjacent to the development site.

Our Waiver requests are compatible with all.

- i. *Waiver* requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.

N/A

- j. *Waiver* requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate step backs are provided as building height increases.

N/A

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753



MANAGEMENT & SECURITY

Priority Life Care operates in Florida as well as 10 other states over 30 communities. Our protocols with regard to safety and security utilize best practices to allow residents rights but ensured the safety of those that require additional oversight. In addition, all entrances and exits are secured as well as monitored. Visitors are only allowed thru the front area and also monitored with days and times of permitted access. Staff is trained on these protocols to ensure residents in the community are safe. There will be no secured gate for pedestrians or for auto.

Staffing for managers will vary from Monday thru Friday call it 8 am to 5 pm = 9
Shift 1 Monday thru Sunday – will vary from 15-20
Shift 2 Monday thru Sunday – will vary from 10-15
Shift 3 Monday thru Sunday – will vary from 6-8

LICENSING

All licenses and permits required according to section 34-983 will be met in accordance with the state for Assisted Living Facility requirements. In addition, all required minimum standards, required staff, and insurance requirements will be met according to the regulations.

Developing Relationships Today ~ Building Tomorrow.

www.MPLDConsulting.com

MPLD North Office | 415 Avenue A, Suite 306 | Fort Pierce, FL 34950 | O: 772-343-0336
MPLD South Office | 528 Northwood Road | West Palm Beach, FL 33407 | O: 561-425-6753

A1.00

The Oaks Adult Living Facility

Village of Palm Springs, Florida

Date: 12/05/17
Scale: 1" = 20'-0"
Design By: JES
Drawn By: BMC
Checked By: JES
File No. 783.01
Job No. 16-01

REVISIONS / SUBMISSIONS

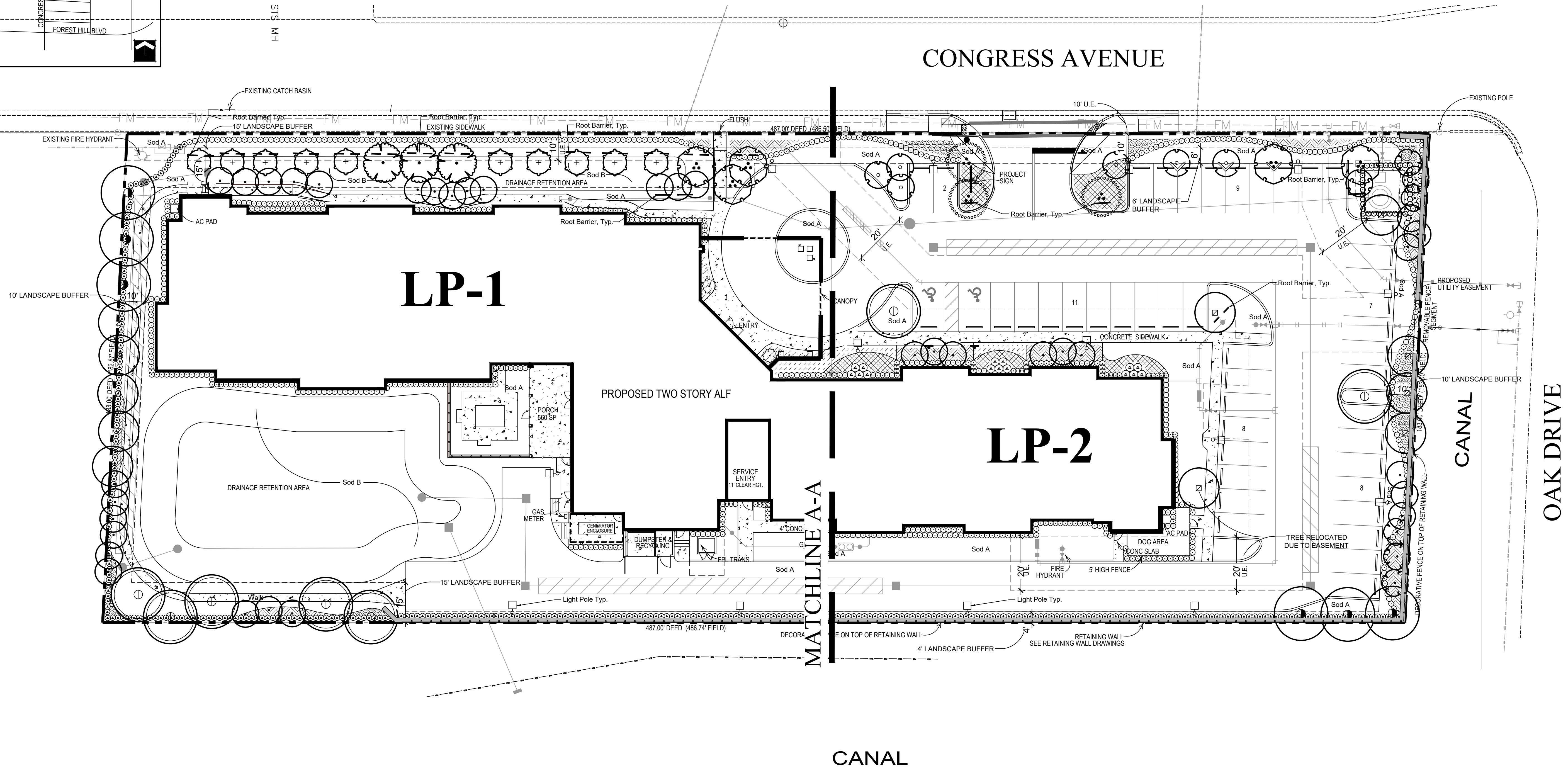
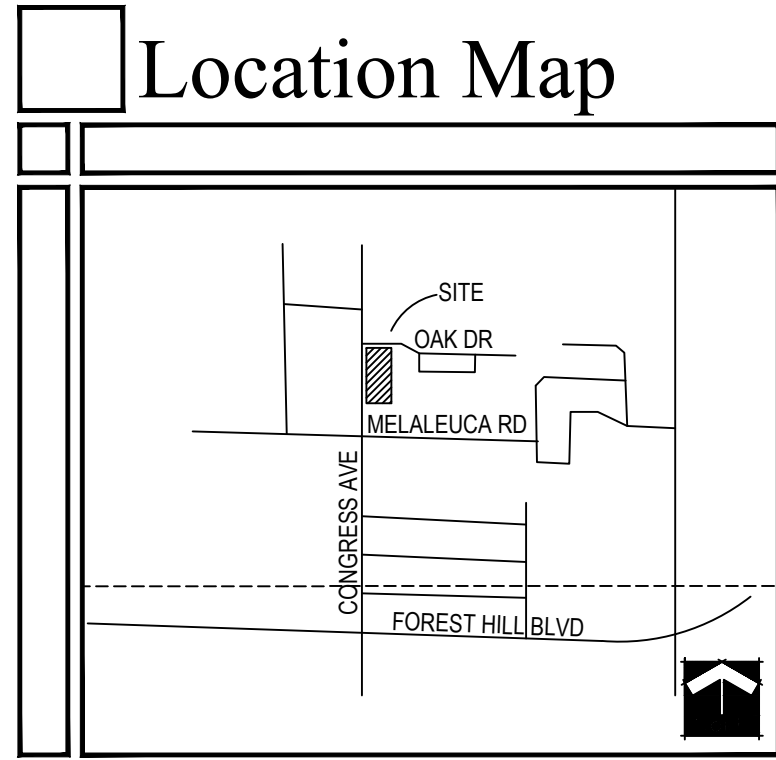
03/07/16	New Base
05/23/16	New Base
12/23/16	New Base
01/04/17	New Base
01/06/17	New Base
01/27/17	Comments
05/23/17	Fence Removed
12/04/17	Revised Base
05/17/18	Revised Base
05/31/18	Revised Base
07/29/20	Revised Base
11/25/20	Staff Comments

NOT VALID WITHOUT THE SIGNATURE AND
ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED LANDSCAPE ARCHITECT.

Printed name
FLORIDA REGISTRATION NO. LA 0001638

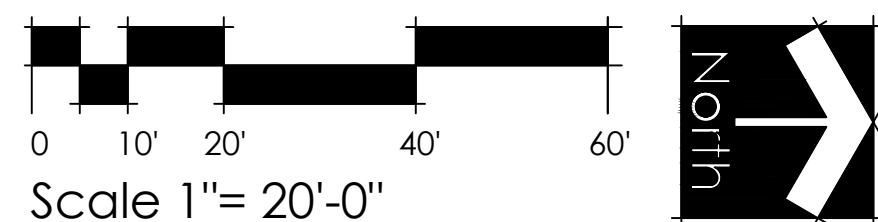
Landscape Index

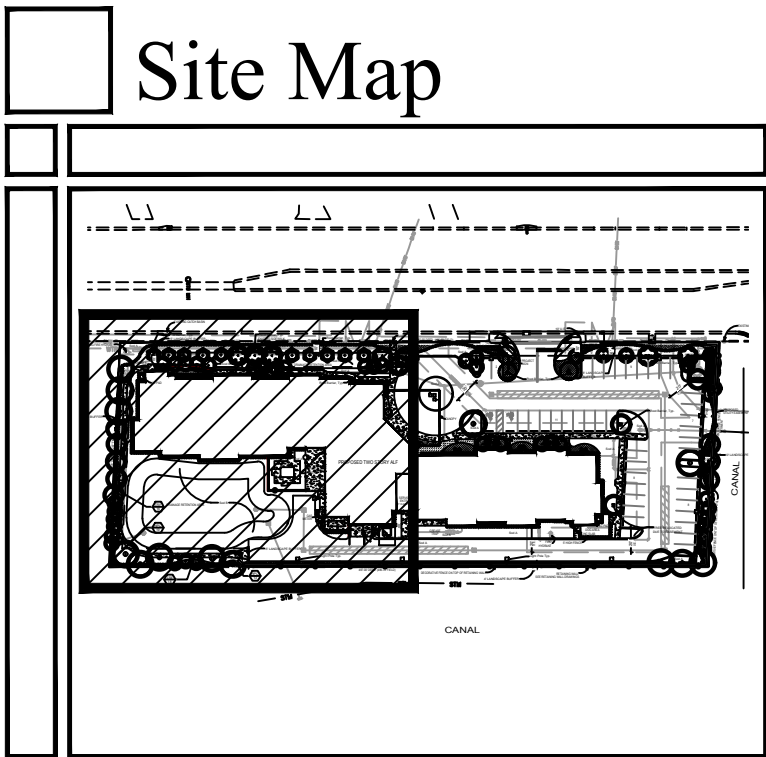
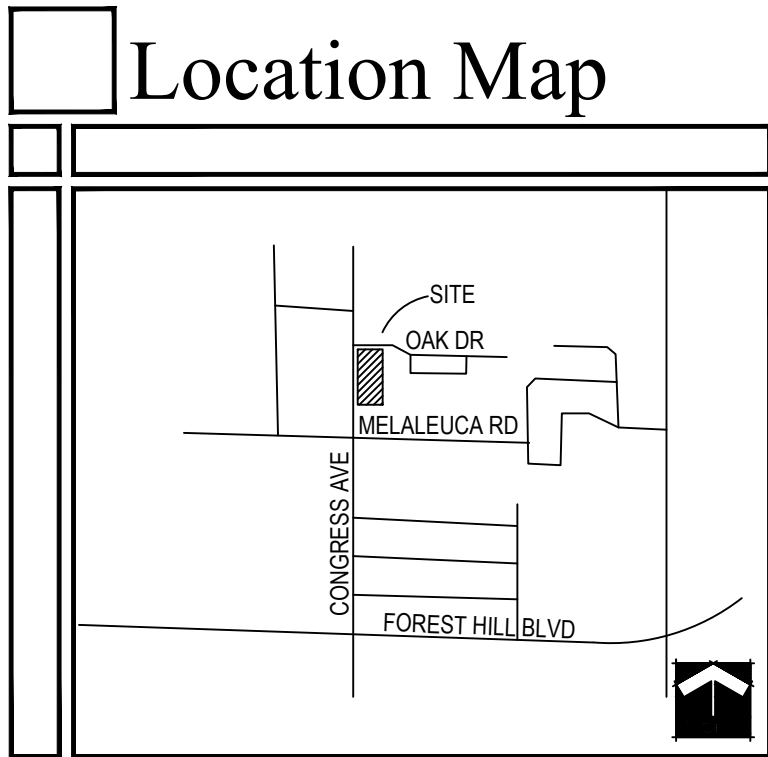
LI-1 of 1



☐ The Oaks Adult Living Facility

- LI-1 Landscape Index
LP-1 Landscape Plan
LP-2 Landscape Plan
LP-3 Landscape Specs

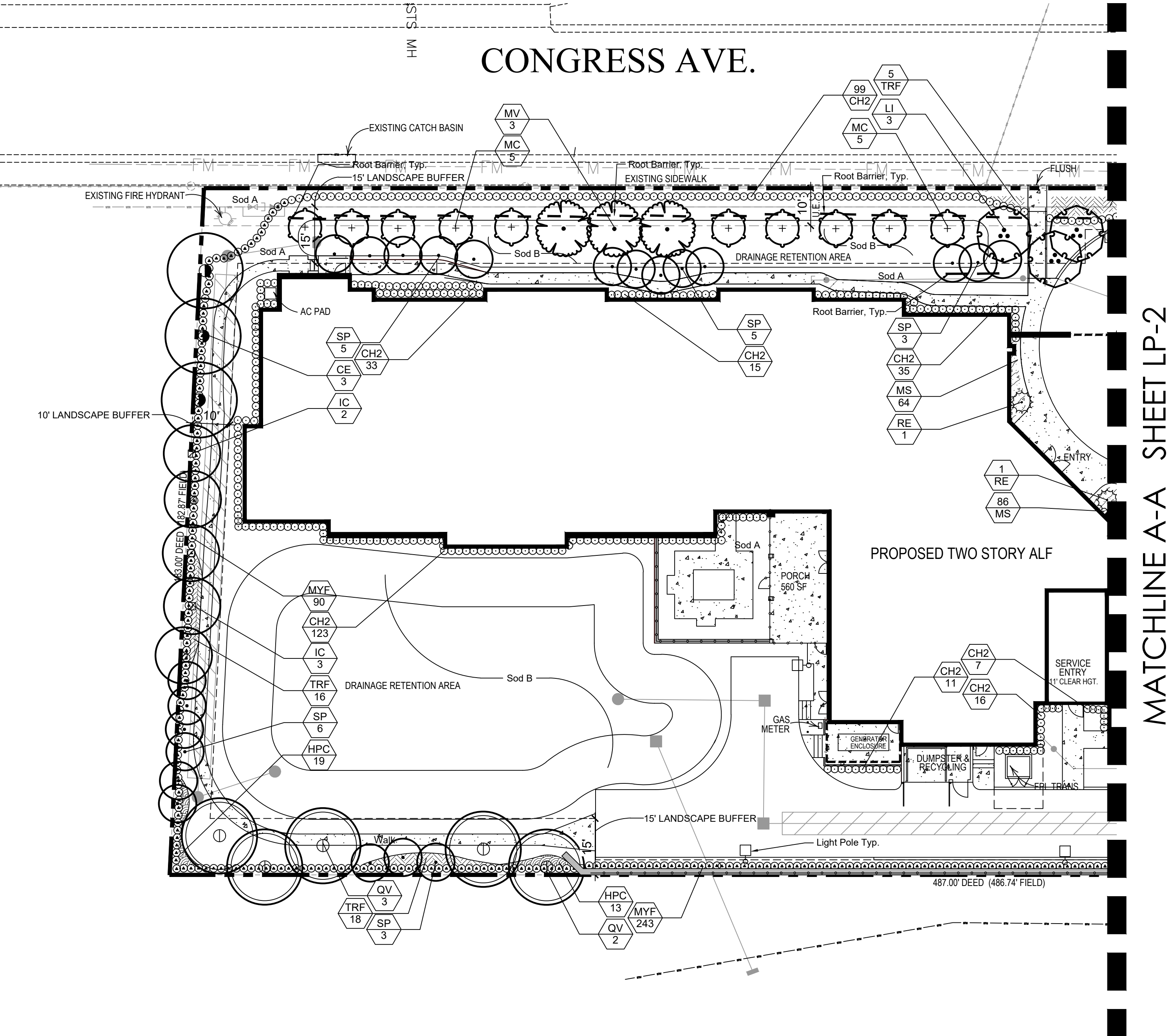




Plant List

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CALIPER	HEIGHT	SPREAD	CLEAR TRUNK	WATER USAGE	STATUS
	CE	6	Conocarpus erectus / Green Buttonwood* Single Straight Trunk, Min. 2.5" Cal., No Low Crotch, Min. 5' CT	2.5" Cal.	12'	5'	5' Min.	Low	Native
	CS	7	Conocarpus erectus sericeus / Silver Button Wood* Single Straight Trunk., 5' CT Min.	2.5" Cal.	12'	5'	5' Min.	Low	Native
	CO	6	Cordia sebestena / Orange Geiger Tree* Single Straight Trunk, Min. 5' CT	2.5" Cal.	12'	5'	5' Min.	Low	Native
	IC	11	Ilex cassine / Dahoon Holly* Single Straight Trunk, Min. 5' CT.	2.5" Cal.	12'	5'	5' Min.	Low	Native
	LI	5	Lagerstroemia indica "Tuscarora" / Crape Myrtle Multi-Trunk* Multi-Trunk, Min. 5' CT.	2.5" Cal.	12'	5'	5' Min.	Low	Non-Native
	MV	3	Magnolia virginiana / Sweet Bay * Single Straight Trunk, Min 5' CT.	2.5" Cal.	12'	5'	5' Min.	Low	Native
	MC	10	Myrica cerifera / Wax Myrtle* Single Straight Trunk, Min 5' CT.	2.5" Cal.	12'	5'	5' Min.	Medium	Native
	QV	7	Quercus virginiana / Southern Live Oak* Single Straight Trunk, Min. 5' CT.	2.5" Cal.	12'	5'	5' Min.	Low	Native
	SP	34	Sabal palmetto / Sabal Palm* Slick Trunks, Hurricane Cut, Stagger Heights	N/A	12'-18' CT	N/A	12'-18' CT	Low	Native
	VM3	3	Veitchia montgomeryana / Triple Trunk Montgomery Palm* Triple Trunks, No Scarred Trunks, Matched	N/A	14' CT	15'	14' CT	Low	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	CH2	741	Chrysobalanus icaco / Coco Plum* Full To Base	30"	24"	24" O.C.	Low	Native	
	CAQ	15	Crinum augustum "Queen Emma" / "Queen Emma" Crinum Lily Full, Matched	36"	36"	36" O.C.	Medium	Non-Native	
	MYF	337	Myrcianthes fragrans / Simpson's Stopper* Full	36"	24"	24" O.C.	Low	Native	
	MYF2	37	Myrcianthes fragrans / Simpson's Stopper* Full to Base	36"	24"	24" O.C.	Low	Native	
	RE	2	Rhapis excelsa / Lady Palm Full, Shade Grown	36"	24"	As Shown	Medium	Non-Native	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	FMG	331	Ficus microcarpa "Green Island" / Green Island Ficus* Full To Base	12"	12"	18" O.C.	Medium	Non-Native	
	HPC	202	Hamelia patens "Compacta" / Dwarf Fire Bush* Full	14"	14"	18" O.C.	Low	Native	
	JBR	114	Juniperus horizontalis "Blue Rug" / Blue Rug Juniper* Full	6"	12"	18" O.C.	Low	Non-Native	
	MS	150	Microsorium scolopendrum / Wart Fern* Full	6"	12"	12" O.C.	Low	Non-Native	
	SOD B	10,678 sf	Paspalum notatum / Bahia Grass Solid Sod, Stagger Seams, Field Verify Sod Areas Prior To Bid, Sod All Disturbed Areas, No Muck-Grown Sod Shall be Utilized in Detention Areas	N/A	N/A	N/A			
	SOD A	12,484 sf	Stenotaphrum secundatum / St. Augustine Grass Solid Sod, Stagger Seams, Field Verify Sod Areas Prior To Bid, Sod All Disturbed Areas	N/A	N/A	N/A			
	TRF	212	Tripsacum floridanum / Dwarf Fakahatchee Grass** Full	18"	14"	24" O.C.	Low	Native	

* Native Species
+Drought Tolerant Species



MATCHLINE A-A SHEET LP-2

Landscape Notes

- Easements shall not encroach landscape buffers more than 5 feet.
- Landscaping in right-of-way buffers shall be installed on the exterior side of walls or fences.
- Walls & fences shall be setback a min. of 10' from the ultimate R-O-W.
- FDOT Type D or F curb shall be provided along the perimeter of all landscape, open space, drainage and grassed areas adjacent to paved vehicular use areas, except where wheel stops are provided.
- Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30' and 8' above crown of road.
- Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscaped areas.
- All plant material is to be installed at the height, spread and DBH/Caliper shown in the Plant List, container sizes are given as a suggestion only.
- No muck-grown sod shall be utilized in detention areas.
- All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing min. 120% coverage.
- Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the field in accordance with the planting details shown hereon.
- Trees are to be installed with a ten foot (10') separation from any water or sewer main and/ or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements.
- All planters shall be excavated to a minimum depth of twenty-four (24) inches and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.

Landscape Requirements

Category	Requirement	No. Required	No. Provided
Perimeter	Trees:		
	North Property Line 183'	20' O.C.	10
	South Property Line 183'	20' O.C.	10
	East Property Line 162"	20' O.C.	8
	West Property Line 487'	20' O.C.	25
	TOTAL TREES		53
Interior	Shrubs:		
	North Property Line 183'	Hedge	93
	South Property Line 183'	Hedge	93
	East Property Line 487'	Hedge	203
	West Property Line 487'	Hedge	200
	TOTAL SHRUBS		589
Interior	Category	Requirement	No. Required
	Trees - Lot	88,895 sf	1 Tree/2,500 sf
	Parking Area Landscape	45 Spaces	20 sf/Space
	Vehicular Area Trees	1,919 sf	1 Tree/200 sf
	Native Species	72 Trees	50%
	TOTAL TREES	Buffers and Interior	89
Interior	TOTAL SHRUBS	Buffers and Interior	1,058
			1,132

*Less out 325' of East Buffer per Waiver Request



1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

The Oaks
Adult Living Facility
Village of Palm Springs, Florida

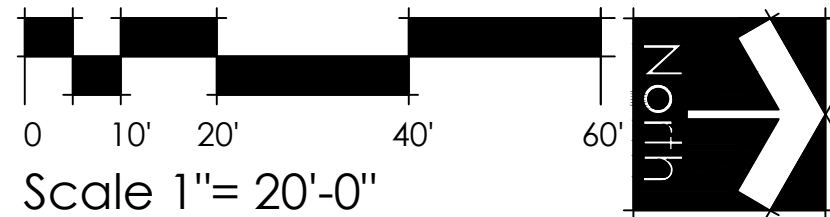
Date:	12/05/17
Scale:	1" = 20'-0"
Design By:	JES
Drawn By:	BMC
Checked By:	JES
File No.	783.01
Job No.	16-01

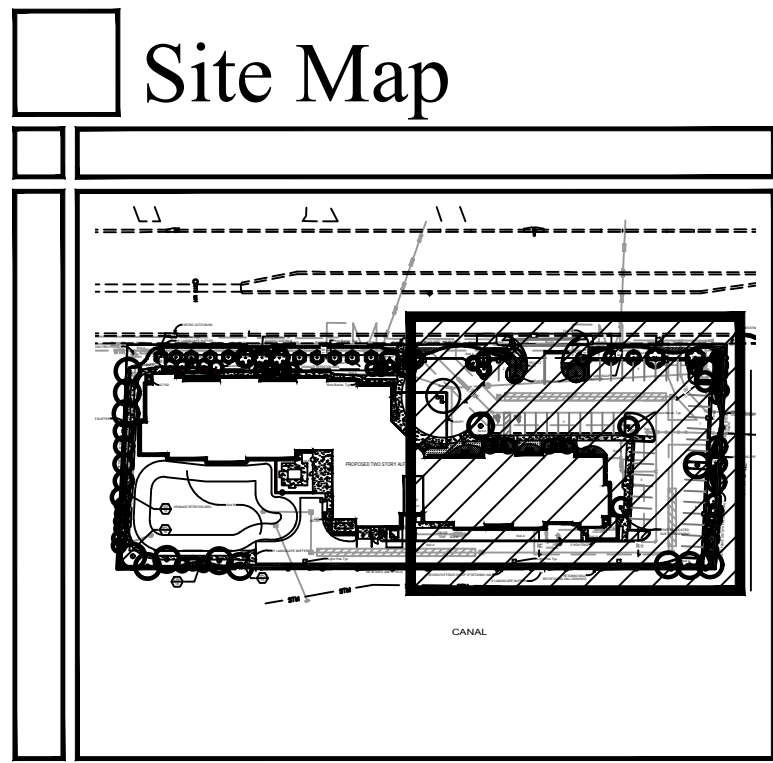
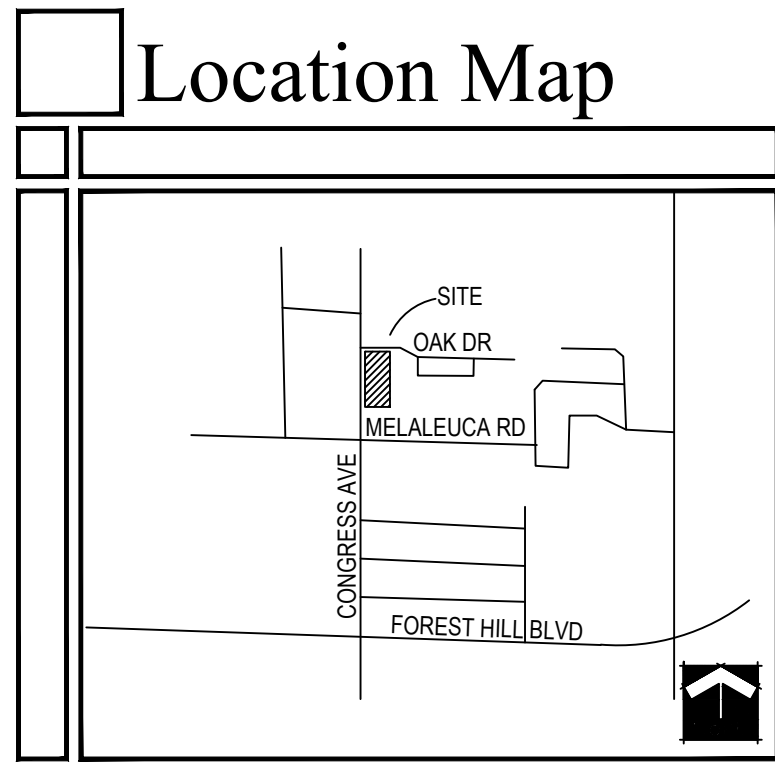
REVISIONS / SUBMISSIONS
03/07/16 New Base
05/23/16 New Base
12/23/16 New Base
01/04/17 New Base
01/06/17 New Base
01/27/17 Comments
05/23/17 Fence Removed
12/04/17 Revised Base
05/17/18 Revised Base
05/31/18 Revised Base
07/22/20 Revised Base
11/25/20 Staff Comments

Landscape
Plan



Know what's below.
Call before you dig.



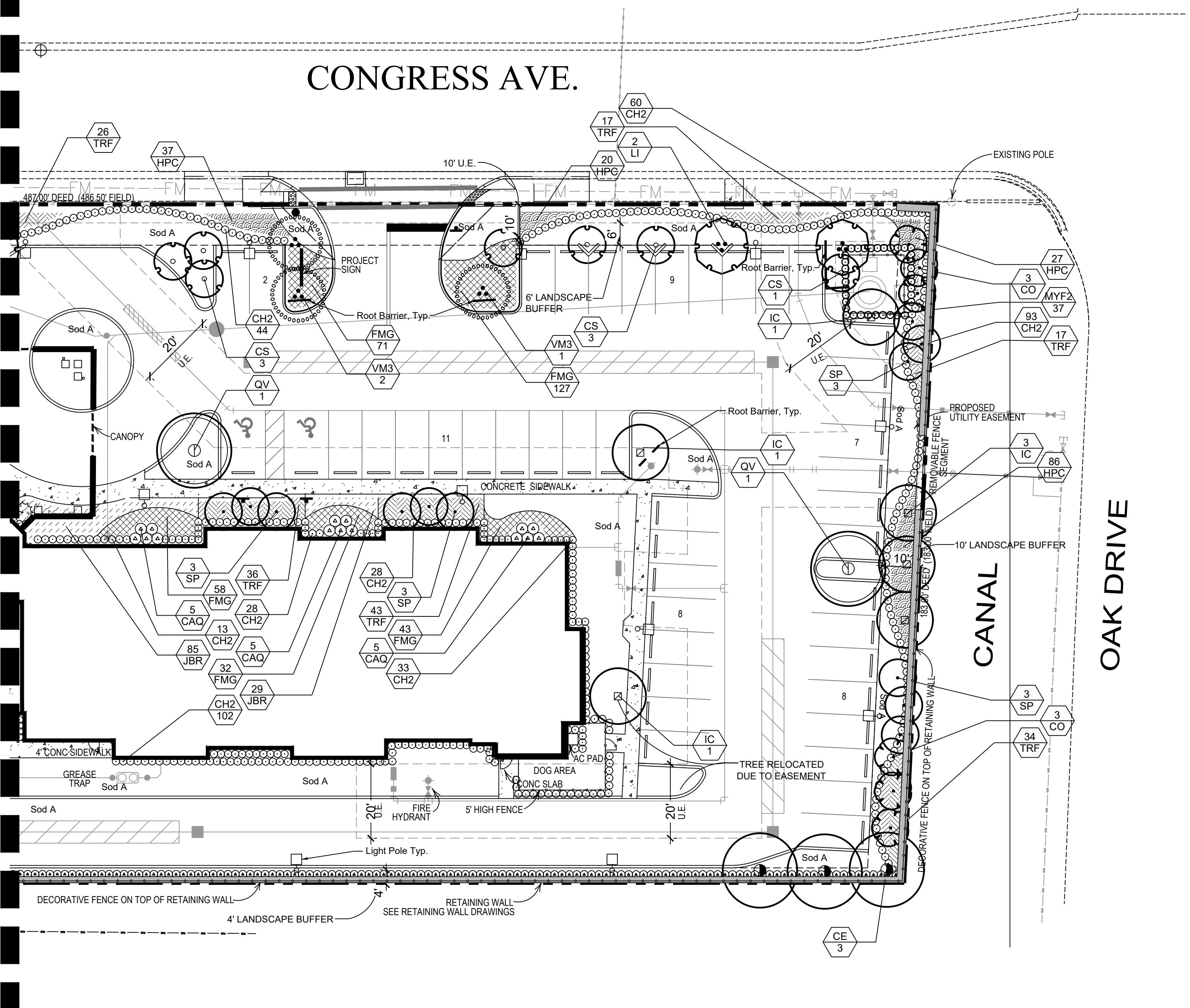


Plant List

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CALIPER	HEIGHT	SPREAD	CLEAR TRUNK	WATER USAGE	STATUS
	CE	6	Conocarpus erectus / Green Buttonwood* Single Straight Trunk, Min. 2.5" Cal., No Low Crotch, Min. 5' CT	2.5" Cal.	12'	5'	5' Min.	Low	Native
	CS	7	Conocarpus erectus sericeus / Silver Button Wood* Single Straight Trunk., 5' CT Min.	2.5" Cal.	12'	5'	5' Min.	Low	Native
	CO	6	Cordia sebestena / Orange Geiger Tree* Single Straight Trunk, Min. 5' CT	2.5" Cal.	12'	5'	5' Min.	Low	Native
	IC	11	Ilex cassine / Dahoon Holly* Single Straight Trunk, Min. 5' CT.	2.5" Cal.	12'	5'	5' Min.	Low	Native
	LI	5	Lagerstroemia indica 'Tuscarora' / Crape Myrtle Multi-Trunk* Multi-Trunk, Min. 5' CT.	2.5" Cal.	12'	5'	5' Min.	Low	Non-Native
	MV	3	Magnolia virginiana / Sweet Bay * Single Straight Trunk, Min 5' CT.	2.5" Cal.	12'	5'	5' Min.	Low	Native
	MC	10	Myrica cerifera / Wax Myrtle* Single Straight Trunk, Min 5' CT.	2.5" Cal.	12'	5'	5' Min.	Medium	Native
	QV	7	Quercus virginiana / Southern Live Oak* Single Straight Trunk, Min. 5' CT.	2.5" Cal.	12'	5'	5' Min.	Low	Native
	SP	34	Sabal palmetto / Sabal Palm* Slick Trunks, Hurricane Cut, Stagger Heights	N/A	12'-18' CT	N/A	12'-18' CT	Low	Native
	VM3	3	Veitchia montgomeryana / Triple Trunk Montgomery Palm* Triple Trunks, No Scarred Trunks, Matched	N/A	14' CT	15'	14' CT	Low	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	CH2	741	Chrysobalanus icaco / Coco Plum* Full To Base	30"	24"	24" O.C.	Low	Native	
	CAQ	15	Crinum augustum 'Queen Emma' / 'Queen Emma' Crinum Lily Full, Matched	36"	36"	36" O.C.	Medium	Non-Native	
	MYF	337	Myrcianthes fragrans / Simpson's Stopper* Full	36"	24"	24" O.C.	Low	Native	
	MYF2	37	Myrcianthes fragrans / Simpson's Stopper* Full to Base	36"	24"	24" O.C.	Low	Native	
	RE	2	Rhapis excelsa / Lady Palm Full, Shade Grown	36"	24"	As Shown	Medium	Non-Native	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	FMG	331	Ficus microcarpa 'Green Island' / Green Island Ficus* Full To Base	12"	12"	18" O.C.	Medium	Non-Native	
	HPC	202	Hamelia patens 'Compacta' / Dwarf Fire Bush* Full	14"	14"	18" O.C.	Low	Native	
	JBR	114	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper* Full	6"	12"	18" O.C.	Low	Non-Native	
	MS	150	Microsorium scolopendrum / Wart Fern* Full	6"	12"	12" O.C.	Low	Non-Native	
	SOD B	10,678 sf	Paspalum notatum / Bahia Grass Solid Sod, Stagger Seams, Field Verify Sod Areas Prior To Bid, Sod All Disturbed Areas, No Muck-Grown Sod Shall be Utilized in Detention Areas	N/A	N/A	N/A			
	SOD A	12,484 sf	Stenotaphrum secundatum / St. Augustine Grass Solid Sod, Stagger Seams, Field Verify Sod Areas Prior To Bid, Sod All Disturbed Areas	N/A	N/A	N/A			
	TRF	212	Tripsacum floridanum / Dwarf Fakahatchee Grass* Full	18"	14"	24" O.C.	Low	Native	

* Native Species
+Drought Tolerant Species

MATCHLINE A-A SHEET LP-1



Landscape Notes

- Easements shall not encroach landscape buffers more than 5 feet.
- Landscaping in right-of-way buffers shall be installed on the exterior side of walls or fences.
- Walls & fences shall be setback a min. of 10' from the ultimate R.O.W.
- FDOT Type D or F curb shall be provided along the perimeter of all landscape, open space, drainage and grassed areas adjacent to paved vehicular use areas, except where wheel stops are provided.
- Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30" and 8' above crown of road.
- Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscape areas.
- All plant material is to be installed at the height, spread and DBH/Caliper shown in the Plant List, container sizes are given as a suggestion only.
- No muck-grown sod shall be utilized in detention areas.
- All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing min. 120% coverage.
- Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the field in accordance with the planting details shown herein.
- Trees are to be installed with a ten foot (10') separation from any water or sewer main and/or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements.
- All planters shall be excavated to a minimum depth of twenty-four (24) inches and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.

Landscape Requirements

Category	Requirement	No. Required	No. Provided
Perimeter			
Trees:			
North Property Line	183'	20' O.C.	10
South Property Line	183'	20' O.C.	10
East Property Line	162"	20' O.C.	8
West Property Line	487'	20' O.C.	25
TOTAL TREES			53
Shrubs:			
North Property Line	183'	Hedge	93
South Property Line	183'	Hedge	93
East Property Line	487'	Hedge	203
West Property Line	487'	Hedge	200
TOTAL SHRUBS			589
Interior			
Trees - Lot	88,895 sf	1 Tree/2,500 sf	36
Parking Area Landscape	45 Spaces	20 sf/Space	900 sf
Vehicular Area Trees	1,919 sf	1 Tree/200 sf	10
Native Species	72 Trees	50%	36
TOTAL TREES			89
TOTAL SHRUBS	Buffers and Interior		1,058

*Less out 325' of East Buffer per Waiver Request



SCHMIDT
NICHOLS
LANDSCAPE ARCHITECTURE
AND URBAN PLANNING
1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

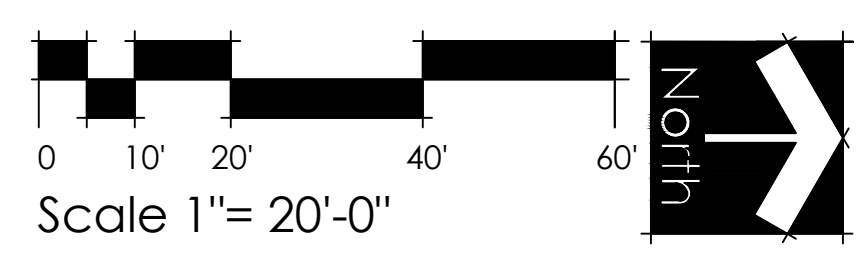
The Oaks Adult Living Facility

Village of Palm Springs, Florida

Date: 12/05/17
Scale: 1" = 20'-0"
Design By: JES
Drawn By: BMC
Checked By: JES
File No. 783.01
Job No. 16-01

REVISIONS / SUBMISSIONS
03/07/16 New Base
05/23/16 New Base
12/23/16 New Base
01/04/17 New Base
01/06/17 New Base
01/27/17 Comments
05/23/17 Fence Removed
12/04/17 Revised Base
05/17/18 Revised Base
05/31/18 Revised Base
07/22/20 Revised Base
11/25/20 Staff Comments

Landscape Plan



PART 1 GENERAL

1.01 WORK INCLUDED

- A. The scope of the work for the landscape contractor for the project shall include the provision of all labor, materials and equipment required to complete all tasks associated with the landscape and irrigation installation as shown on the drawings or noted herein. The landscape contractor is responsible for coordinating with the general contractor reasonable access to power and potable water sources as required to ensure plant survivability and delivery of a completed project that meets all the required specifications for the project.
- B. Subgrade Elevations: Excavation, filling and grading required to establish elevations 4" lower than elevations and contours shown on drawings are not specified in this Section.
- C. Finish Grade Elevations: 1 inch below top of pathway edging.

1.02 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work.
- B. The landscape contractor shall be responsible for ensuring all work (including delivery, storage and disposal of their materials) is performed in compliance with applicable jurisdictional codes.
- C. The landscape contractor shall be responsible for familiarizing themselves with project plans and scopes of work related to associated trades to be performed by others in order to identify key coordination items including, but not limited to, site access, material storage, and scheduling and sequencing of work. The landscape contractor is responsible for coordinating all site issues with the general contractor.
- D. The plant quantities shown on the landscape contract documents are for the convenience of the landscape contractor. The landscape contractor is responsible for verifying all quantities and reporting any discrepancies to the Landscape Architect for clarification prior to contract award and at commencement of work. Contractor is responsible for confirming soil quantities and certifying such to the Owner or his representative.
- E. The landscape contractor shall be responsible for the protection of all adjacent work, materials and equipment from damage due to their activities. The landscape contractor shall be solely responsible for any damage or injury to person or property that may occur as a result of the execution of their work.
- F. Landscape Contractor to notify the Owner or his representative, or Landscape Architect at least three (3) working days prior to beginning any site work.
- G. Owner or Landscape Architect to be immediately notified of any discrepancies found in field.
- H. The Owner or his representative, or Landscape Architect reserve the right to field adjust plant material on-site to avoid conflicts or discrepancies not anticipated in the planning process.
- I. Source Quality Control

1. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made. The contractor is responsible for exhausting all means possible to obtain the materials as specified prior to requesting substitution.
3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
4. Trees, Palms and Shrubs: Provide trees, palms and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as decay, knots, sun-scall, injuries, abrasions, and disfigurement. Root systems shall be vigorous and fibrous, filling the container but shall not be root bound or exhibit spiraling roots. Verification of the health and vigor of all plant material is the sole responsibility of the landscape contractor.
- A. Provide trees, palms and shrubs for grade Florida No. 1, as outlined under the current edition of the Grades and Standards for Nursery Plants, Florida Department of Agriculture, unless otherwise noted.
- Sizes: Provide trees and shrubs of sizes shown or specified. Trees, palms and shrubs of larger size may be used if acceptable to Landscape Architect, and if sizes of roots or balls are increased proportionately.
- B. Inspection: Landscape Architect reserves right to inspect trees, palms and shrubs either at place of growth or at site before planting, for compliance with requirements for name, variety, size and quality.

1.03 SUBMITTALS

- A. Certification: Submit certificates of inspections as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- B. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentage of purity, germination, and weed seed for each grass seed species.
- C. Planting Schedule: Submit planting schedule showing schedule dates for each type of planting in each area of site.
- D. Maintenance Instructions: Submit procedures for maintenance of landscape work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original containers showing weight analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.
- C. Trees, palms and shrubs: Provide freshly dug trees, palms and shrubs. Do not prune prior to delivery. Do not bend or bind tree or shrubs in such a manner to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.
- D. Deliver trees, palms and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
- E. Do not remove container grown stock from containers until planting time.

1.05 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available.
- B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.
- D. Planting Schedule: Where applicable, prepare a proposed planting schedule. Schedule dates to establish a logical sequence for completing each type of landscape work to avoid damage to other landscape work and work performed by other discipline. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delay.
- E. Coordination with Lawns: Plant trees, palms and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Landscape Architect. If planting of trees, palms and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.06 SPECIAL PROJECT WARRANTY

- A. Warrant lawns through specified maintenance period, and until final acceptance. The required period is for one full year following installation of lawn areas.
- B. Warrant trees for a period of one year after date of substantial completion against defects and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Contractor's control.
- C. Warrant shrubs for 1 full year after date of substantial completion.
- D. It is understood that the warranty is to be inclusive of all labor, materials and equipment necessary for the replacement of any plant materials required.
- E. Should the landscape contractor be required to replace any damaged, diseased, dying or dead plant material it is understood that the replacement material is to be of the same species, size and quality as that originally specified on the Landscape Plan. The contractor will be responsible for the removal of all materials and leaving the impacted area clean following any remedial action.
- F. Remove and replace trees, shrubs or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period, unless, in opinion of the Landscape Architect, it is advisable to extend warranty period for a full growing season or for one full year.
1. Another inspection will be conducted at end of extended warranty period to determine acceptance or rejection. Only one replacement will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. If topsoil is not available on site it must be furnished as specified. Throughout all parts of site where finish grades and contour lines differ from existing contour lines, bring to finish grade contours shown on "Grading Plan."
- B. Topsoil shall be friable fertile soil with representative characteristics of topsoils. It should be free of heavy clay, silt, stone, extraneous lime, plant roots and other foreign matter greater than 1 1/2" diameter. It shall not contain noxious plant growth (such as bermuda or nut grass). It shall test in neutral PH range of 5.0 to 6.75 and contain no toxic substances that can be deemed to impede plant growth. The contractor shall be prepared to have soil lab-tested at his expense by the Landscape Architect or Owner. Topsoil shall comply with the following quantitative analysis.

COMPONENTS	VOLUME MEASURE	PARTICLE SIZE
Organic Matter	3 - 5%	0.05 to 0.022 MM
Silt	10 - 30%	0.2 to 0.05 MM
Sand	25 - 75%	0.075 to 0.425 MM
Clay	5 - 25%	0.002 MM and below

2.02 SOIL AMENDMENTS

- A. It is necessary to bring soil into above specified limits:
- B. Lime: Natural limestone (Dolomite) containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
- C. Peat Humus or Peat Moss: Texture, moisture and pH range suitable for intended use.
- D. Humus Soil Conditioner: Consisting of yard trimmings and peat moss, processed and blended to form a soil conditioner.
- E. Commercial Fertilizer: Complete fertilizer of neutral character, with 40% - 50% of the total nitrogen in a water insoluble form. It shall be uniform in composition, dry and free flowing.
1. For trees, palms and shrubs, provide fertilizer with not less than 6% available phosphoric acid, 6% nitrogen and 6% soluble potash.
2. For lawns, provide fertilizer with not less than 6% phosphoric acid, and 6% potassium, and percentage of nitrogen required to provide not less than 1 lb. of actual nitrogen per 1000 square feet of lawn area. Provide nitrogen in a form that will be available to lawn during initial period of growth.

2.03 PLANT MATERIAL

- A. Plant lists/schedule is part of this specification section.
- B. Quality: Trees, palms, shrubs and other plants shall conform to the standards for Florida No. 1 or better as given in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture.
- C. Perennial Trees: Provide trees of height, spread, and caliper listed or shown and with branching configuration for Florida No. 1 graded trees in Grades and Standard for Nursery Plants for type and species required. Provide single stem trees except where special forms are shown or listed. Ball condition variable.
- D. Balled and burlap trees should be dug and prepared for shipment in a manner that will not damage roots, branches, shape and future development after planting. The product received on-site should have a firm ball with natural soils. Dried, cracked or broken rootballs will not be accepted.

- E. Coniferous and Broad-leaved Evergreens: Provide evergreens of size shown or listed Dimensions indicate minimum height, spread, and caliper. Provide specified quality evergreens with well-balanced form complying with requirements for all size relationships to the primary dimension shown and branching configuration for Florida No. 1 graded trees in Grades and Standard for Nursery Plants for type and species required.
- F. The landscape contractor is responsible for confirming the availability of all the specified plant materials within four (4) weeks of project award. All requests for substitution due to lack of availability must be made to the Landscape Architect in writing within this period. No substitution shall be permitted without prior written approval from the Landscape Architect. The contractor is responsible for exhausting all means possible to obtain the materials as specified prior to requesting substitution.
- G. Root suckers on Live Oaks are not acceptable.
- H. No double or multi-trunk trees unless otherwise specified.

2.04 GRASS MATERIALS

- A. Grass Seed: Provide fresh, clean, new-crop seed complying with established tolerance for purity and germination. Provide seed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified. Attach a schedule of requirements.
- B. Sod: Provide strongly rooted sod free of weeds and undesirable native grasses, capable of growth and development when planted.
- C. No muck-grown sod shall be utilized in detention areas.

2.05 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Ground Cover: Provide plants established and well-rooted in removable containers or internal peat pots and with not less than minimum number and length of runners specified.
- B. Anti-Erosion Mulch: Provide clean, dry, mulching hay or straw of coastal bermuda, pangola or bahia grass. Only underdetorated mulch which can be readily cut into the soil shall be used.
- C. Mulch: Melaleuca or oak. The use of cypress mulch is prohibited.
- D. Stakes and Guys: When required provide stakes and deadmen of sound new hardwood or treated softwood free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 12" hose, cut to required lengths to protect tree trunks from damage by wires.

PART 3 EXECUTION

3.01 LAYOUT

- A. Layout individual trees and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make adjustments as maybe required.

3.02 PREPARATION OF PLANTING SOIL

- A. The landscape contractor is responsible for the preparation of soils within all planting areas inclusive of providing all imported soil materials, soil amendments, soil conditioners and fertilizers as required.
- B. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- C. Specify soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow pacing of planting soil within a few days.
- D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
1. Mix lime with dry soil prior to mixing of fertilizer.
2. Present lime from contacting roots of acid-loving plants.
- E. Remove all shellrock encountered and backfill with clean sand or sand/silt mix.

3.03 PREPARATION FOR ALL PLANTING AREAS

- A. Eradicate weeds within the limits of all planting areas prior to beginning landscape installation. Perennial weeds and grasses to be removed include, but are not limited to, nut grass, puncture vine, morning glory, dog fennel, topsoil grass, bermuda weed, Bahia grass, kikuyu grass, crab grass, carpet grass, and other noxious and/or invasive weeds. The size is to be maintained weed free throughout planting operations.
- B. Existing plant material to be removed, except where noted on the Landscape or Tree Disposition Plans.
- C. Pre-fill to scarily soils in all planting areas to a minimum depth of 4". Densely compacted areas between 85% and 90% are to be cross tipped to a minimum of 8" depth. In the process of filling remove unacceptable materials including, but not limited to, foreign debris, construction waste, rocks, concrete, asphalt and rocks greater than 1/2" diameter on average. In areas to receive sod fill in fertilizer to a depth of 2" at a rate of 12 pounds per cubic ft.
- D. All planters shall be excavated to a minimum depth to reach native soil and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.
- E. All sod rock, concrete, asphalt and other non-natural material to be removed from all planting areas prior to landscape installation.
- F. Spread a layer of 2 to 3 inches of humus soil conditioner over the entire planting areas. Planting areas shall include all new sod areas, shrub areas and tree areas. These areas shall be as large as 3 times the diameter of the beds of the plants, except where confined by hardscape features such as paved parking areas, paved walk ways, structures, etc. Overlapping areas shall be considered to be one large planting area for the entire mass. The humus soil conditioner shall then be uniformly disked, tilled or aerified into the existing soil to a depth of 6 to 8 inches with the following exception: no rototilling shall occur closer to the trunks of established plants than one half the distance to the dripline of the existing plant canopy. All plants, including hedges and ground cover shall be planted in individually dug holes and the material dug from the holes shall then be further mixed with the prepared site soil prior to backfilling of the planting holes around the rootballs.
- G. All landscape beds, including sod areas, shall be leveled and raked smooth prior to any planting.

3.04 PREPARATION FOR PLANTING LAWNS

- A. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6", apply soil amendments and initial fertilizers; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, rocks, and other extraneous matter.
1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of Owner's property; do not turn over soil being prepared for lawns.
- B. Elsewhere: Loosen subgrade of lawn areas to a minimum depth of 4". Remove stones over 1 1/2" in any dimension and sticks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
- C. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement.
- D. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil.
- E. Allow for soil thickness in areas to be sodded.
- F. Grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll and rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- G. Moistened prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- H. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

3.05 PREPARATION OF PLANTING BEDS

- A. Loosen subgrade of planting beds to a minimum depth of 12" using a cultimulcher or similar equipment. Remove stones over 1 1/2" in any dimension, and sticks, stones, rubbish and other extraneous matter. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil. Add soil amendment.
- B. Excavation for Trees and Shrubs: Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
1. For balled and burlapped (B & B trees and shrubs), make excavations at least half again as wide as the ball diameter and equal to the ball depth.
2. For container grown stocks, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill. Fill excavations for trees and shrubs with water and allow to percolate into before planting.

3.06 PLANTING TREES, PALMS AND SHRUBS

- A. Lay out individual trees, palm and shrub locations and areas for multiple plantings where required. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make adjustments as may be required upon approval.
- B. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and center of pit or trench with top of ball at same elevation as adjacent finished landscape grade. Remove burlap from sides of balls; retain on bottoms. When set, place additional barked free from rocks and debris around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- C. Balled and burlapped trees with natural burlap: pull back or remove at a minimum, the top 1/3 of the burlap from the root ball. Synthetic/plastic burlap and all other non-biodegradable materials must be removed completely from the root ball and disposed of.
- D. Trees in baskets: Remove wire baskets to a depth of 16" min. All synthetic strapping and other non-biodegradable materials must be completely removed and disposed of. Any burlap must be pulled back or removed from the top of the rootball.
- E. If trees are to be containerized, root ball will be shaved at the periphery to remove all circling roots.
- F. Set container grown stock as specified for balled and burlapped stock, except cut on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- G. Top-most root shall be visible within the top 2" of the root ball.
- H. All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall material be obstructed and shall be smooth and flowing. If trees are located outside planting beds in grass areas, maintain a minimum three feet 3" wide offset to allow for mowers to mow freely.
- I. Face of trees and palms to be located a minimum of 2'-0" off all sidewalks/bike paths or other paved surfaces, unless otherwise noted on plans.
- J. Groundcover and shrubs to be laid out in a uniform and consistent pattern.
- K. Dish top of backfill to allow for mulching.
- L. Mulch pits, trenches and planting areas. Provide not less than 3" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Not more than 2" mulch shall be placed over the rootball of the trees. At the base of the plant, 2" must be maintained free of mulch.
- M. Guy and stake trees immediately after planting, as indicated.
- N. The landscape contractor shall install plant materials using the best horticultural practices:
1. Protect plant material from damage during delivery, staging and installation. Do not begin installation of shrub and groundcover materials prior to completion of irrigation installation and finish grading.
2. Do not install plant materials in winds in excess of 30 miles per hour.
3. Do not install plant material if deemed so as to impede the ability of plant material to thrive without notifying the Landscape Architect of concerns prior to installation.
4. Perform all work in accordance with all applicable laws, codes and regulations inclusive of all permits and inspections required by federal, state and local jurisdictions.
5. The use of cables and chains for the lifting of trees is prohibited. Trees are to be lifted using nylon straps a minimum of 4" in width. Wrap trunks to protect from scraping and scarring.
6. The 'choke' strapping method for lifting trees is prohibited.
7. Do not drop plant material.
8. Limit the amount of plants to be installed per day to those that can adequately be watered in the same day.
9. Carefully remove containerized plants from their cans to avoid breaking the rootball. Containers should only be removed immediately prior to installation and plants should be immediately watered after placement.
10. Remove burlap and cut steel baskets from at least the top third of the rootball for all B&B material. Remove wire baskets to a minimum depth of 16".
11. Plant material should be installed at correct elevation in relation to finish grade as indicated on the planting details after setting. Plants set at incorrect elevations will need to be raised or lowered accordingly at no additional cost to the owner.
12. Planting pits for trees and shrubs must be excavated to the dimensions specified on the planting details. Following planting area immediately surrounding plant is to be tamped firm and use water jet technique to remove all air pockets repeating as required.
13. Apply re-wetting agent to the surface of all plant pits for trees and shrubs per manufacturer's recommendations.
14. Apply shredded hardwood mulch in even layer to a 3" depth. Mulch must be pulled off the base of all plant material.
15. Continuously monitor status of installed materials and make modifications, clean-ups and replacements as required.

3.07 PRESERVED PLANT MATERIALS

- A. The contractor is responsible for protecting and maintaining all plant material to remain within the limits of construction as indicated on the plans. Existing trees to remain shall be undisturbed and protected by barricades. Barricades are to be installed prior to any construction or earthwork tasks placed on the site. Barricades shall remain in place through the duration of all construction activity and not removed until authorization has been received by the Landscape Architect and governing municipality.
- B. No vehicle shall traverse this area nor shall any storage of materials or equipment be permitted within this protected area.
- C. The contractor shall bear the sole responsibility of replacement for any damage to protected materials caused by construction activity without additional costs to the owner.

3.08 TRANSPLANTED PLANT MATERIALS

- A. Root prune all large canopy trees to be relocated prior relocation one half of the root system at a time and allow of adequate harden off time.
- B. Transplanted Sabal Palms shall be hurricane cut and rootballs shall be wrapped in burlap or plastic if not being planted within a 24 hour period.
- C. Palms of other species shall have their fronds tied together to prevent leaf damage and facilitate handling.
- D. Planting hole for transplanted material should measure twice the diameter of the root ball.
- E. Trees shall be planted at the same depth it was in the field.
- F. The landscape contractor shall be responsible for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish all transplanted trees. The contractor should continue to monitor the moisture content for all transplanted material and adjust supplemental irrigation as needed.
- G. All relocated trees shall be staked accordingly.
- H. The contractor shall bear the sole responsibility of replacement for any damage to transplanted materials caused by construction activity, deficient irrigation, or poor transplant procedure without additional costs to the owner.

3.09 PRUNING

- A. All pruning shall be done on the site before planting as directed by Landscape Architect. Pruning shall follow modern horticultural practices (Grades and Standards for Nursery Plants) and shall be done with approved tools designed for the purpose intended. Lopping, topping, or shearing of trees or shrubs will be grounds for rejecting the plants as unsuitable and not meeting requirements. Damaged, scanned, frayed, split, or skinned branches, limbs or roots shall be pruned back to live wood nearest to the next sound outside lateral bud, branch, limb or root. The terminal leader or bud in all trees or shrubs shall be left intact and not removed unless damaged.
- B. Prune, thin out and shape trees and shrubs. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.

3.10 SODDING NEW LAWNS

- A. Lay sod within 24 hours from time of shipping.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll tightly to ensure contact with subgrade. Work silted soil into minor cracks between pieces to sod; remove excess to avoid smothering of adjacent grass.
- C. There shall be no gaps greater than 1/2" between pieces of sod.
- D. Water sod thoroughly with a fine spray immediately after planting. Newly sodded areas shall be kept moist for the first week after planting after which a minimum watering rate of 2" per week, including rainfall shall be applied.
- E. No muck-grown sod shall be utilized in detention areas.
- F. Landscape Contractor is responsible for replacing any damaged sod.

3.11 MAINTENANCE

- A. The landscape contractor shall be responsible for the maintenance of all plant materials and the planting areas immediately after planting and until final acceptance but the owner, Landscape Architect, and governing municipality.
- B. Maintain trees, palms, shrubs and other plants until final acceptance but in no case less than following period: 30 days after substantial completion of planting.
- C. Maintain trees, palms, shrubs and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and diseases.
- D. Remove and replace excessively pruned or malformed stock resulting from improper pruning.
- E. Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.
1. Sodded lawns, not less than 30 days after substantial completion.
2. Seeded lawns, not less than 60 days after substantial completion.
- F. Maintain lawns by watering fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- G. Landscape Contractor is responsible for watering all sod and plant materials from day of installation through final acceptance even if irrigation is not in place, unless this responsibility is assumed in writing by another party.
- H. Contractor is responsible for returning to the site after a period of (1) one year to remove the staking from the trees and palms.

3.12 CLEANUP AND PROTECTION

- A. During landscape work, keep pavement clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

3.13 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Landscape Architect will, upon request, make an inspection to determine acceptability. Landscape work may be inspected for acceptance in parts agreeable to Landscape Architect, provided work offered for inspection is complete, including maintenance.
- B. Seeded lawns will be acceptable provided requirements, including maintenance, have been complied with, and healthy, uniform close stand of specified grass established, free of weeds, bare spots and surface irregularities (95% coverage required for acceptance).
- C. Sodded lawns will be acceptable provided requirements, including maintenance, have been complied with, and healthy, well-rooted, even-colored, viable lawn is established, free of weeds, open joints and bare areas (95% coverage required for acceptance). Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

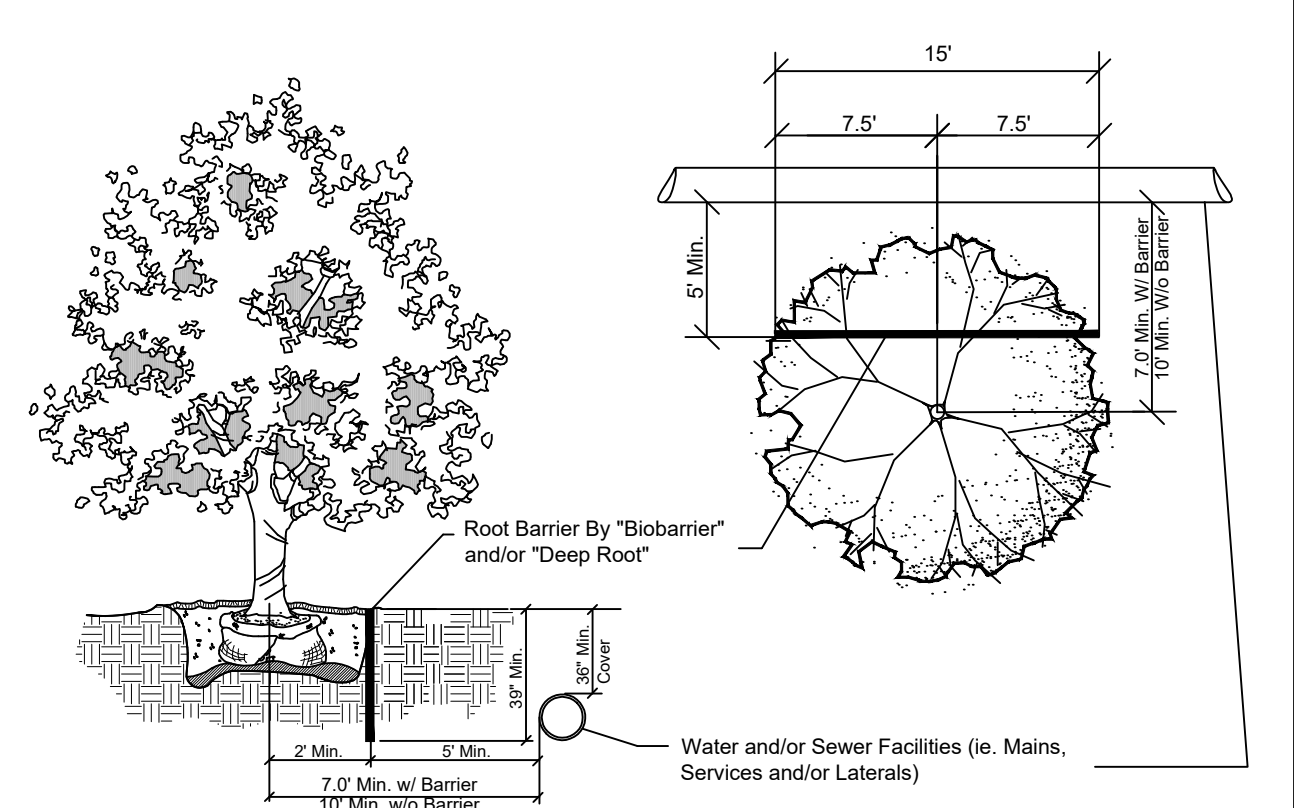
3.14 IRRIGATION

- A. An automatic irrigation system providing 100% coverage with 50% minimum overlap is to be designed and installed to maintain an established landscape.
- B. Bubbliers shall be provided on all trees.
- C. The landscape contractor shall be responsible for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish the new and salvaged material. The contractor should continue to monitor the moisture content for all trees and shrubs.
- D. The landscape contractor is responsible for obtaining all necessary permits prior to installation.
- E. Provide an as built drawing of the irrigation system to the Landscape Architect.
- F. A rain sensor is required on all irrigation systems.

LANDSCAPE AND ROOT BARRIER NOTE:

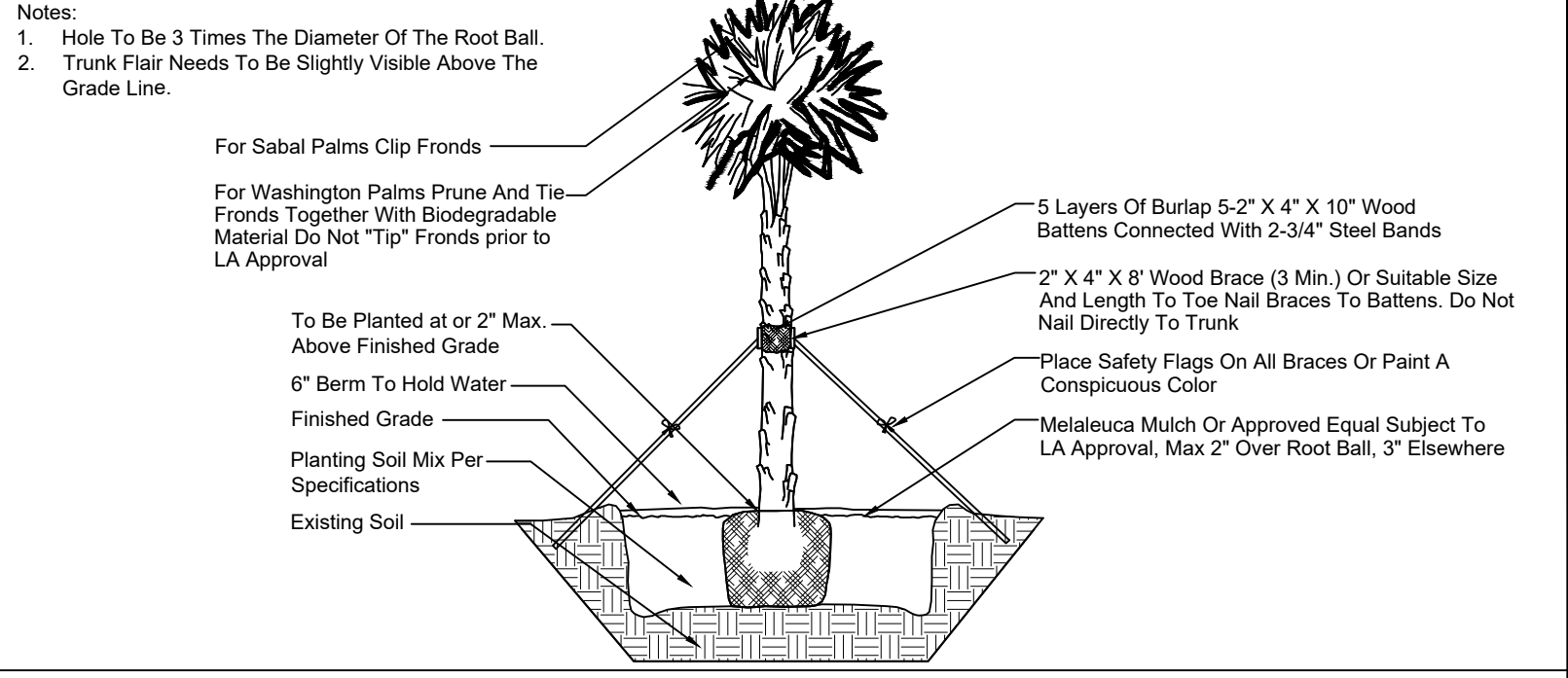
Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on this plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the filed in accordance with the planting details shown herein.

Additionally, trees are to be installed with a ten foot (10') separation from any water or sewer main and/or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements.

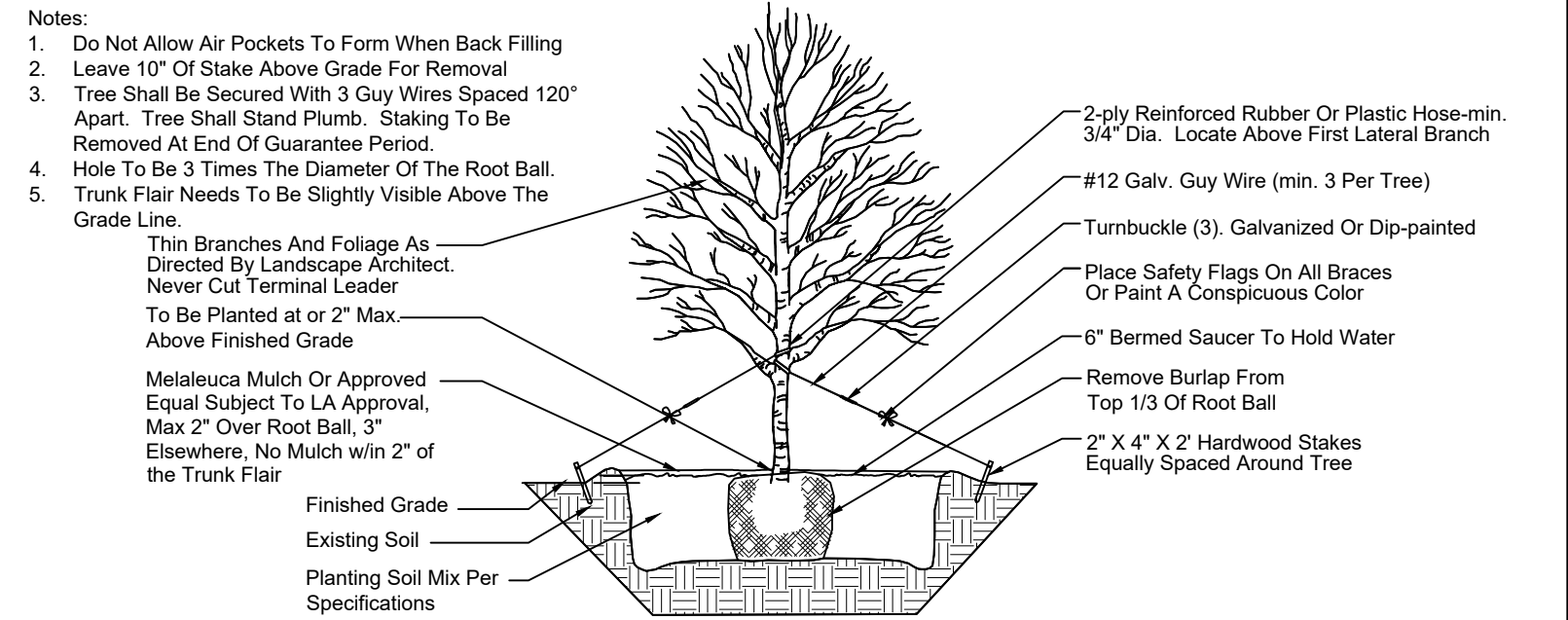


ROOT BARRIER DETAIL

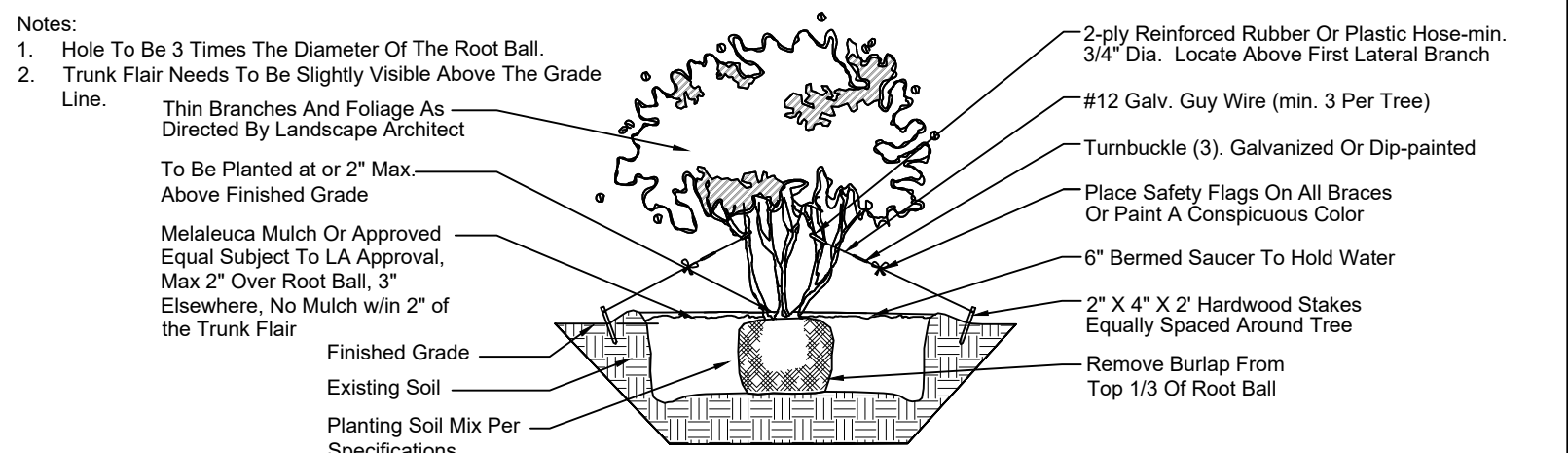
Planting Details



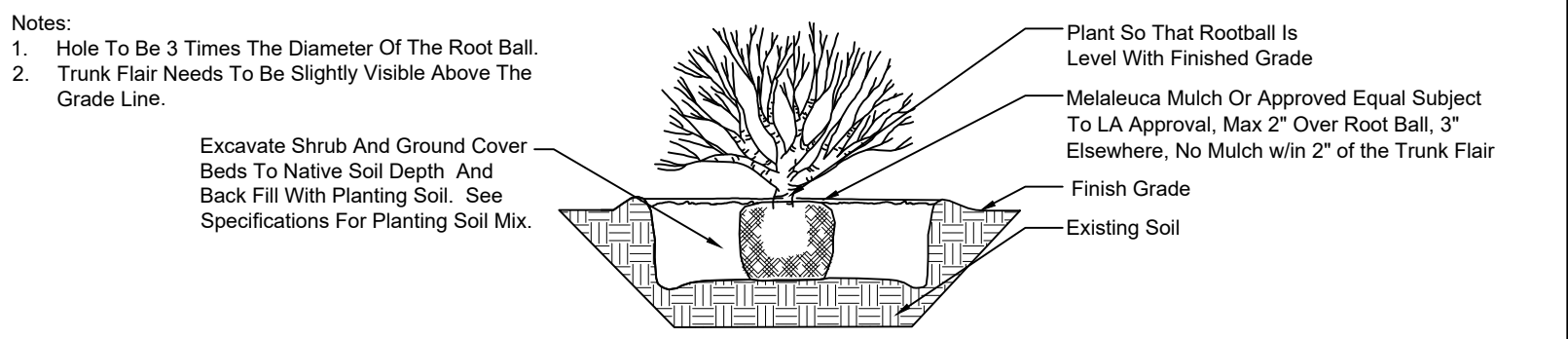
PALM PLANTING DETAIL



LARGE TREE (OVER 8' HEIGHT) PLANTING DETAIL

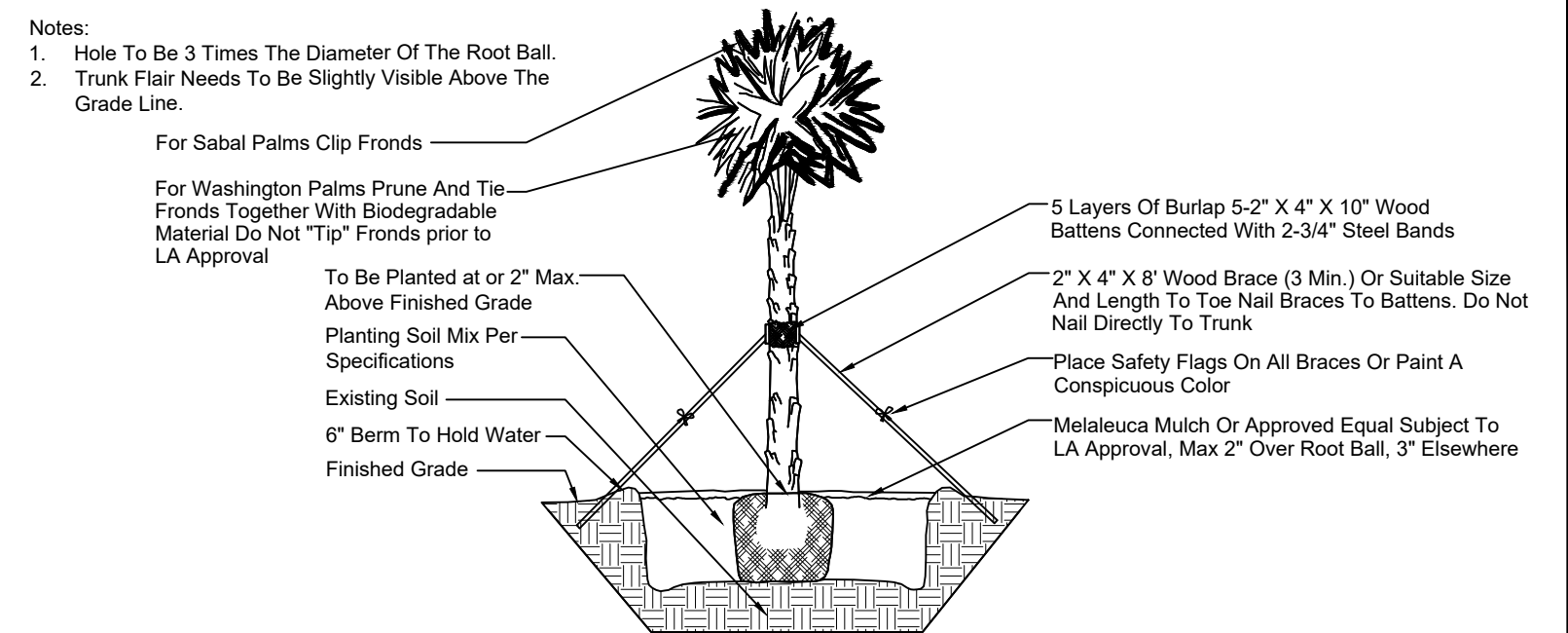


MULTI-TRUNK TREE PLANTING DETAIL

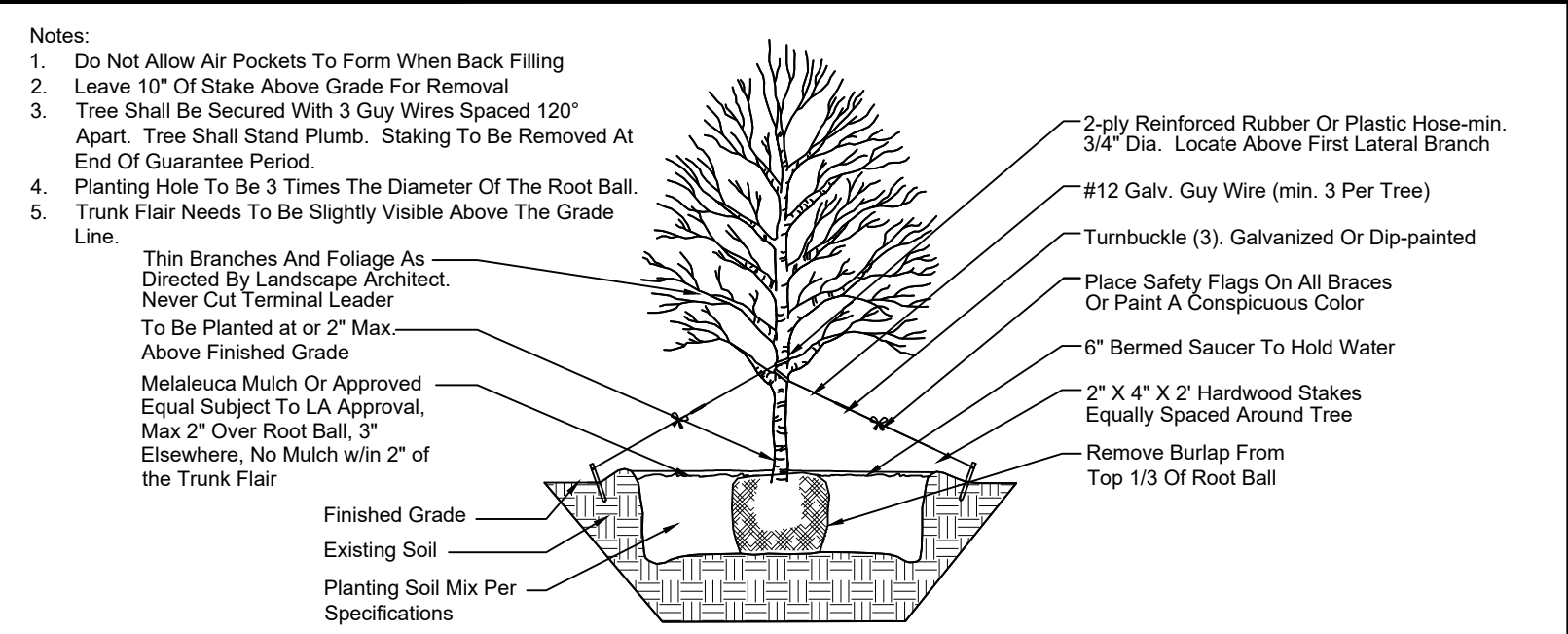


SHRUB AND GROUND COVER PLANTING DETAIL

Transplant Details



PALM PLANTING DETAIL



PALM PLANTING DETAIL

SCHMIDT NICHOLS

LANDSCAPE ARCHITECTURE AND URBAN PLANNING

1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6131
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

The Oaks
Adult Living Facility
Village of Palm Springs, Florida

Date:	12/05/17
Scale:	1" = 20'-0"
Design By:	JES
Drawn By:	BMC
Checked By:	JES
File No.	783.01
Job No.	16-01

REVISIONS / SUBMISSIONS

03/07/16 New Base
05/23/16 New Base
05/23/16 New Base
01/04/17 New Base
01/06/17 New Base
01/27/17 Comments
05/23/17 Fence Removed
12/04/17 Revised Base
05/17/18 Revised Base
05/31/18 Revised Base
07/25/18 Revised Base
11/25/20 Staff Comments

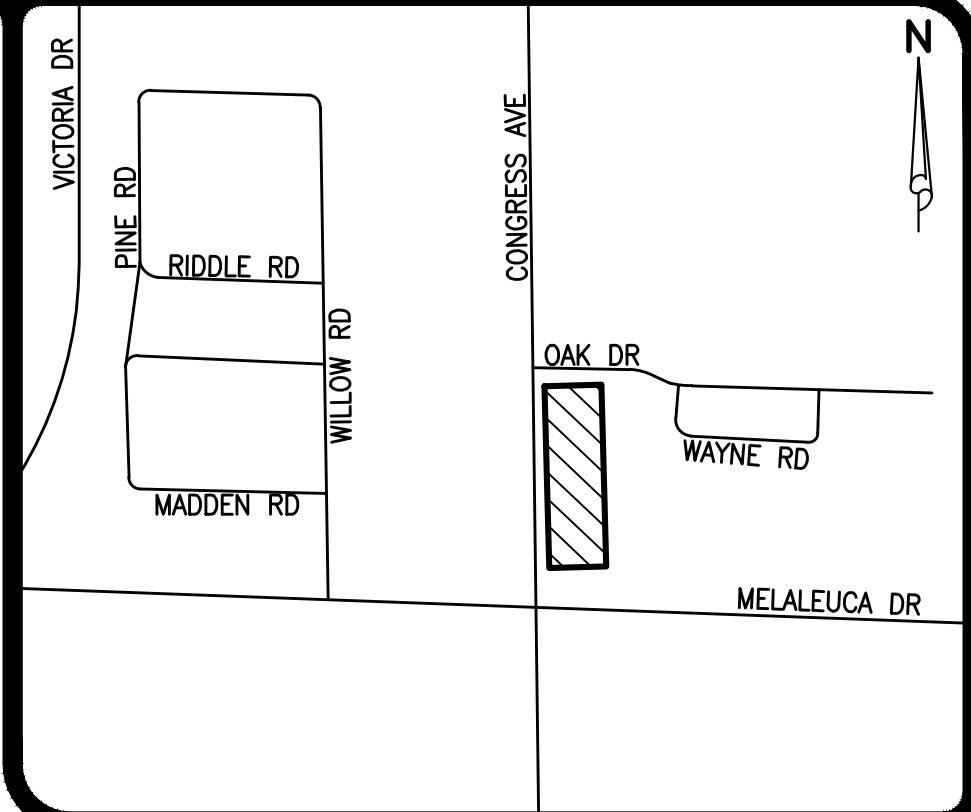
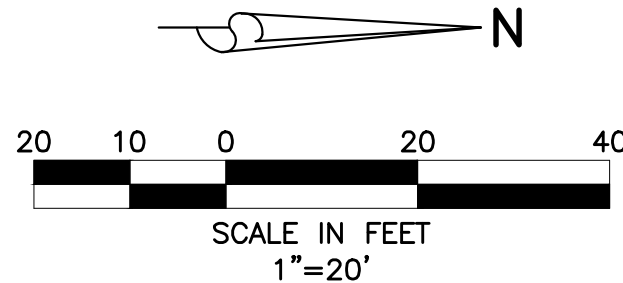
Landscape Specs
LP-3 of 3

NOTES:

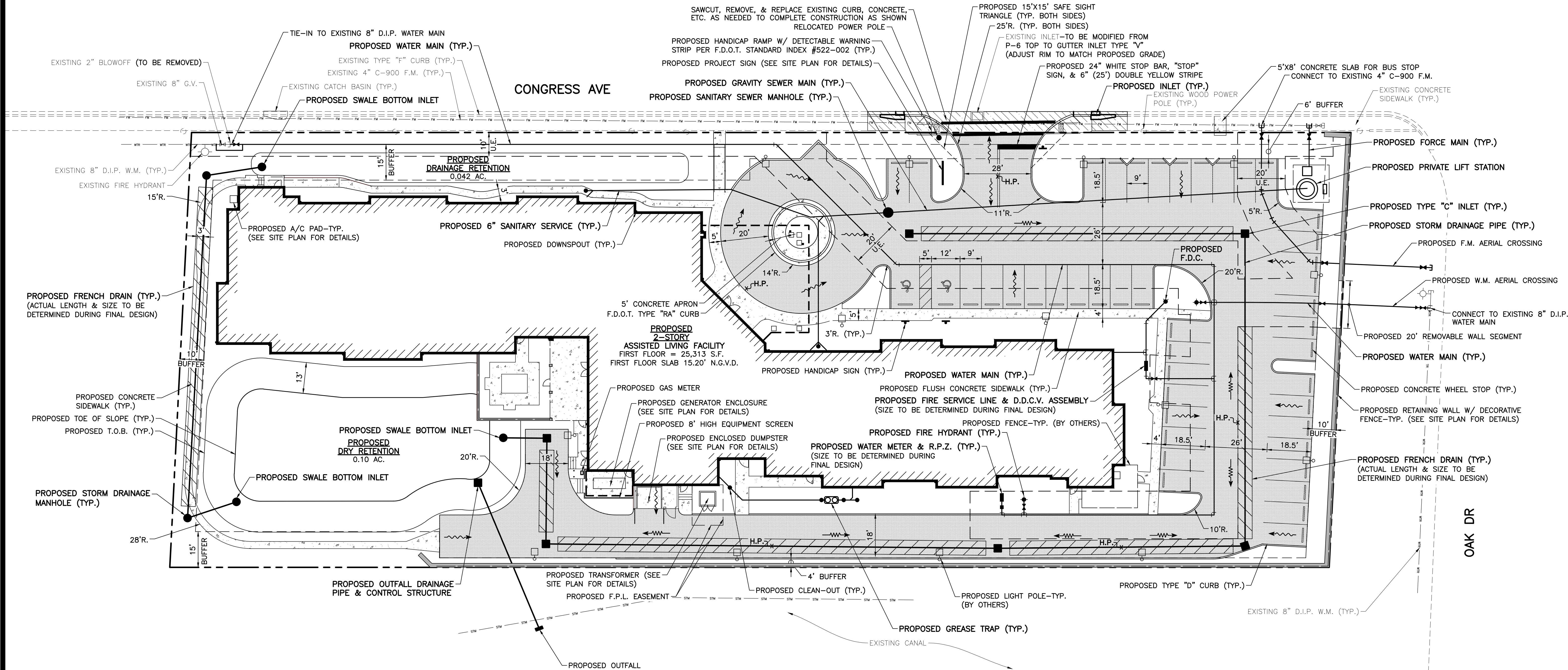
- 1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
- 2.) ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE VILLAGE OF PALM SPRINGS, P.B.C.W.U.D., AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.
- 3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION MATERIAL IN ACCORDANCE WITH ALL APPLICABLE GOVERNING AGENCY STANDARDS.
- 4.) LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
- 5.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.
- 6.) FIRE DEPARTMENT LOCKING CAPS WILL BE REQUIRED ON THE FIRE DEPARTMENT CONNECTION.

LEGEND

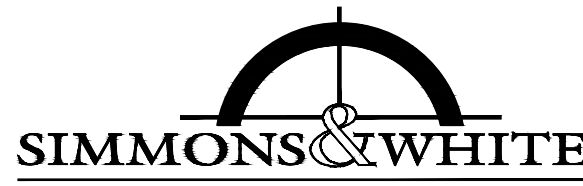
- PROPOSED STORM SEWER AND CATCH BASIN
- DIRECTION OF FLOW
- DIRECTION OF SWALE
- PROPOSED HIGH POINT
- PROPOSED ASPHALT OR CONCRETE
- PROPOSED CONCRETE
- PROPOSED DETECTABLE WARNING SURFACE
- SAWCUT, REMOVE, & REPLACE EXISTING PAVEMENT, CONCRETE, CURB, ETC.
- PROPOSED FRENCH DRAIN (ACTUAL LENGTH & SIZE TO BE DETERMINED DURING FINAL DESIGN)
- SEWER SERVICE W/ CLEAN-OUT
- FIRE HYDRANT W/ GATE VALVE
- PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
- WATER SERVICE & R.P.Z.
- PROPOSED LIGHT POLE
- PROPOSED 24" WHITE STOP BAR, "STOP" SIGN & 6" DOUBLE YELLOW STRIPE
- EXISTING POWER POLE
- EXISTING STORM DRAINAGE PIPE
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING FORCE MAIN



LOCATION MAP
NOT TO SCALE



9/15/2020

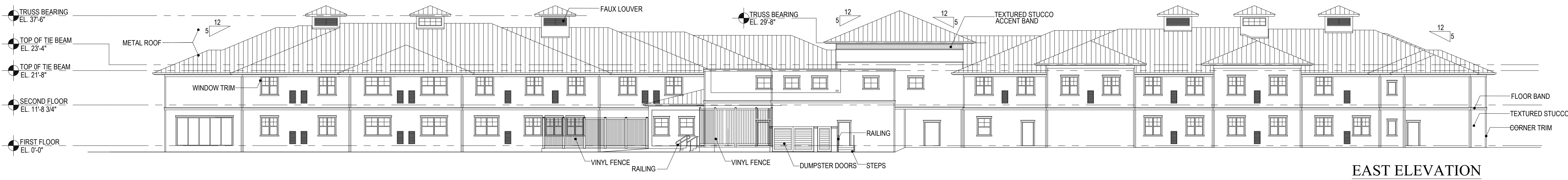
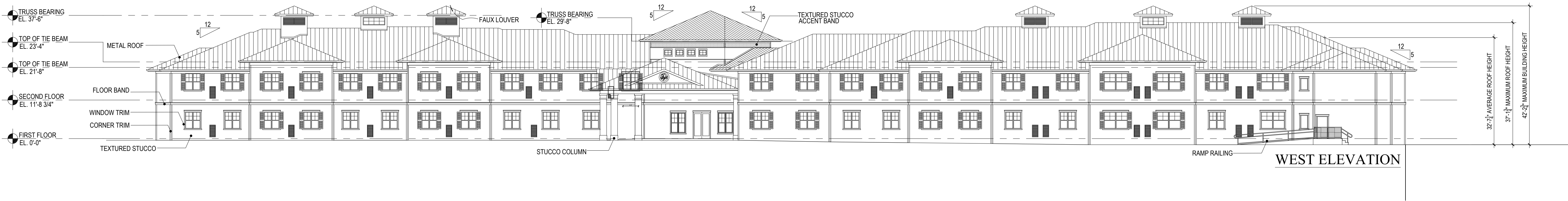


THE OAKS
SECTION 08, TOWNSHIP 44S., RANGE 43E.
VILLAGE OF PALM SPRINGS, FLORIDA
CONCEPTUAL PAVING, DRAINAGE,
WATER AND WASTEWATER PLAN

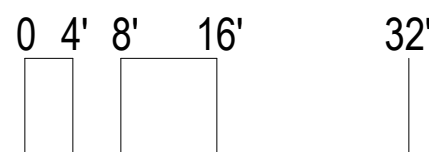
REVISIONS

DESIGN R.R. DRAWN B.L. CHECKED APPROVED DATE

JOB NO. 19-021 DRAWING NO. 19021C01 SHEET 1 OF 1



COLOR CHART			
WALLS	BENJAMIN MOORE	MAN ON THE MOON	OC-106
ACCENT BAND	BENJAMIN MOORE	GUMDROP	564
SHUTTERS & TRIM	BENJAMIN MOORE	WHITE	PM-2
SHINGLE ROOF	MANUFACTURER'S STANDARD LIGHT GREY		

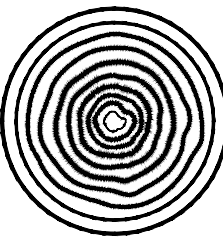


MASTER EXTERIOR ELEVATIONS

SCALE 1/16" = 1'-0"

TO THE BEST OF MY KNOWLEDGE
THESE DRAWINGS COMPLY WITH
APPLICABLE BUILDING CODES

donahue[®]
architecture and design



PH 561.789.8019
DPR AA26002695
2701 N.W. Boca Raton Blvd.
Suite 211
Boca Raton, Florida 33431
DonahueAD.com

THE OAKS II ADULT LIVING FACILITY

1212 S. CONGRESS AVE
PALM SPRINGS, FL 33406

CONGRESS OAKS
DEVELOPMENT GROUP II, LLC

PROJECT NAME

KEY PLAN

SHEET REVISIONS

SEAL

REGISTERED ARCHITECT
KEVIN P. DONAHUE, AIA, NCARB, LEED AP
AR 0011399

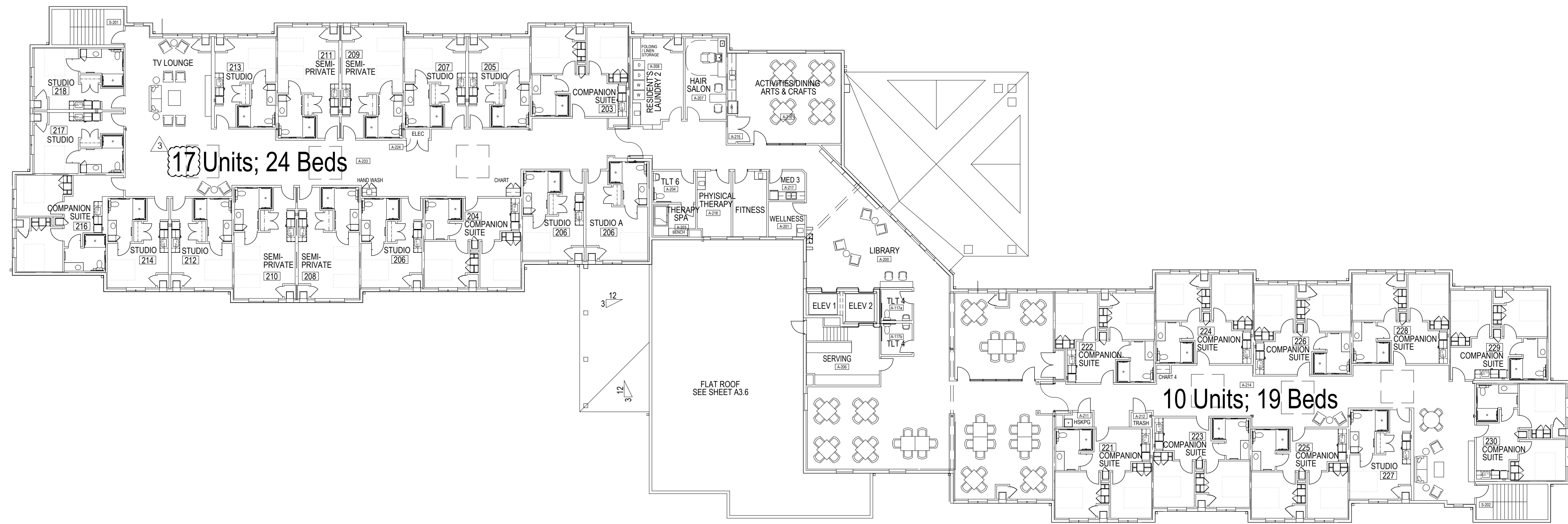
PROJECT NO. 07-14-20
ISSUE DATE

ISSUE SITE PLAN
AMENDMENT

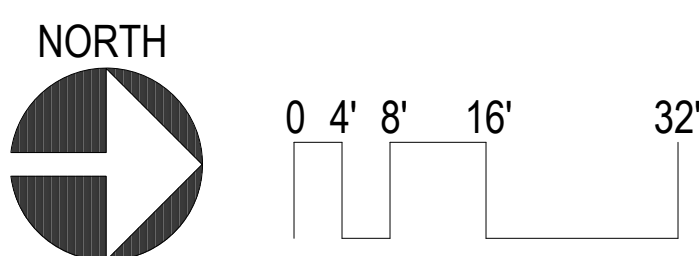
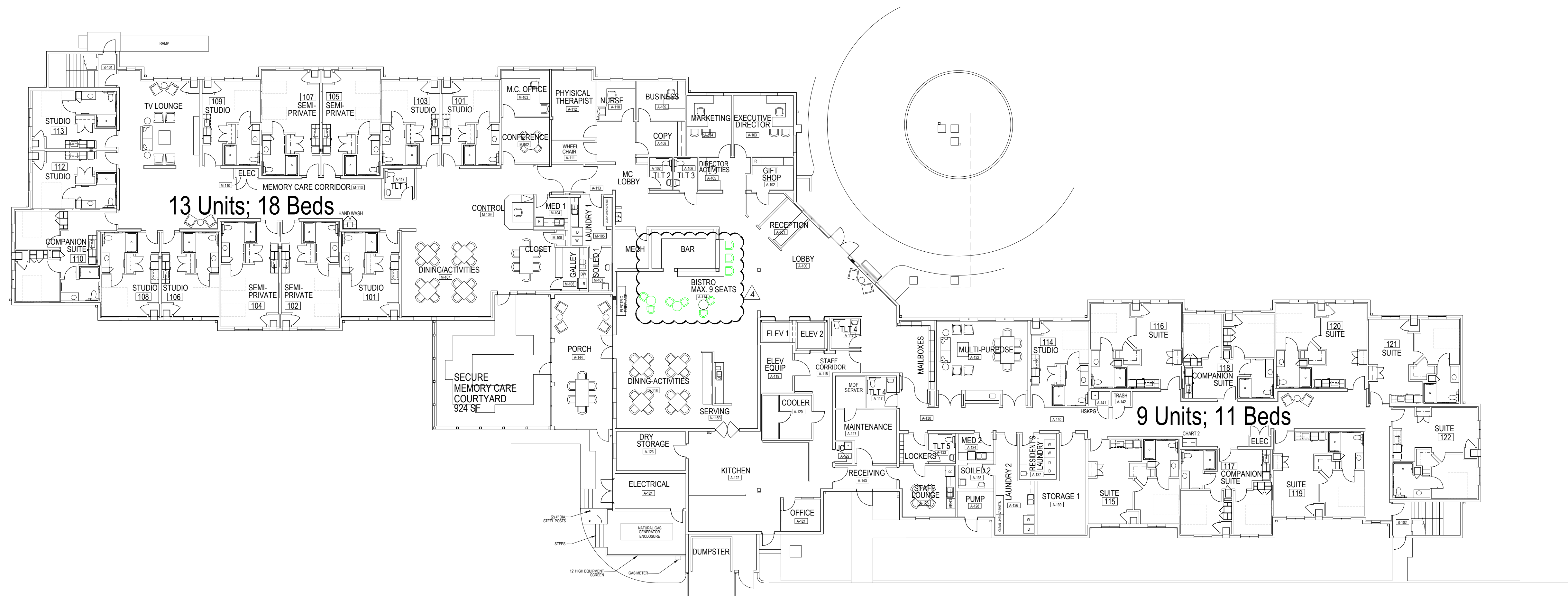
SHEET TITLE OVERALL BUILDING
ELEVATIONS

SCALE: 1/16" = 1'-0"

SHEET A2.00.01



SECOND FLOOR
27 Units; 43 Beds
Gross Floor Area = 22683.000 SF



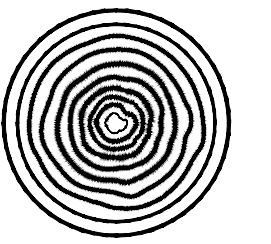
MASTER FLOOR PLANS

SCALE 1/16" = 1'-0"

FIRST FLOOR
22 Units; 29 Beds
Gross Floor Area = 25,873.33 SF

TO THE BEST OF MY KNOWLEDGE
THESE DRAWINGS COMPLY WITH
APPLICABLE BUILDING CODES

donahue.
architecture and design



PH 561.789.8019
DPR AR0011399
2701 N.W. Boca Raton Blvd.
Suite 211
Boca Raton, Florida 33431
DonahueAD.com

**THE OAKS II
ADULT LIVING
FACILITY**
1212 S. CONGRESS AVE
PALM SPRINGS, FL 33406
CONGRESS OAKS
DEVELOPMENT GROUP II, LLC

PROJECT NAME
KEY PLAN

NO.	DESCRIPTION	DATE
1	REV.1	05.05.20
2	REV.2	05.16.20
3	REV.3	08.20.20
4	REV.4	12.07.20

REGISTERED ARCHITECT
KEVIN P. DONAHUE, AIA, NCARB, LEED AP
AR 0011399

PROJECT NO.
ISSUE DATE
20.05.09

ISSUE
SITE PLAN AMENDMENT

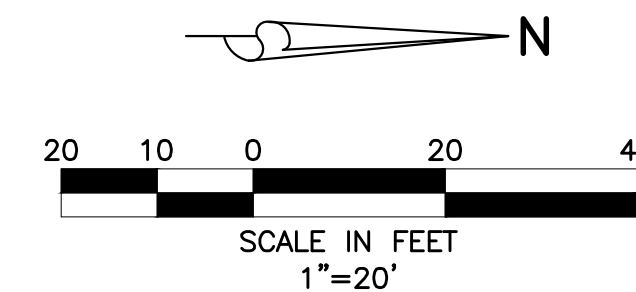
SHEET TITLE
OVERALL 1ST AND
2ND FLOOR PLANS

SCALE: 1/16" = 1'-0"

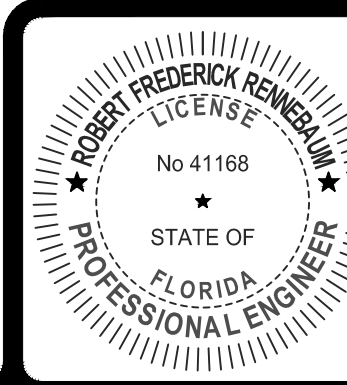
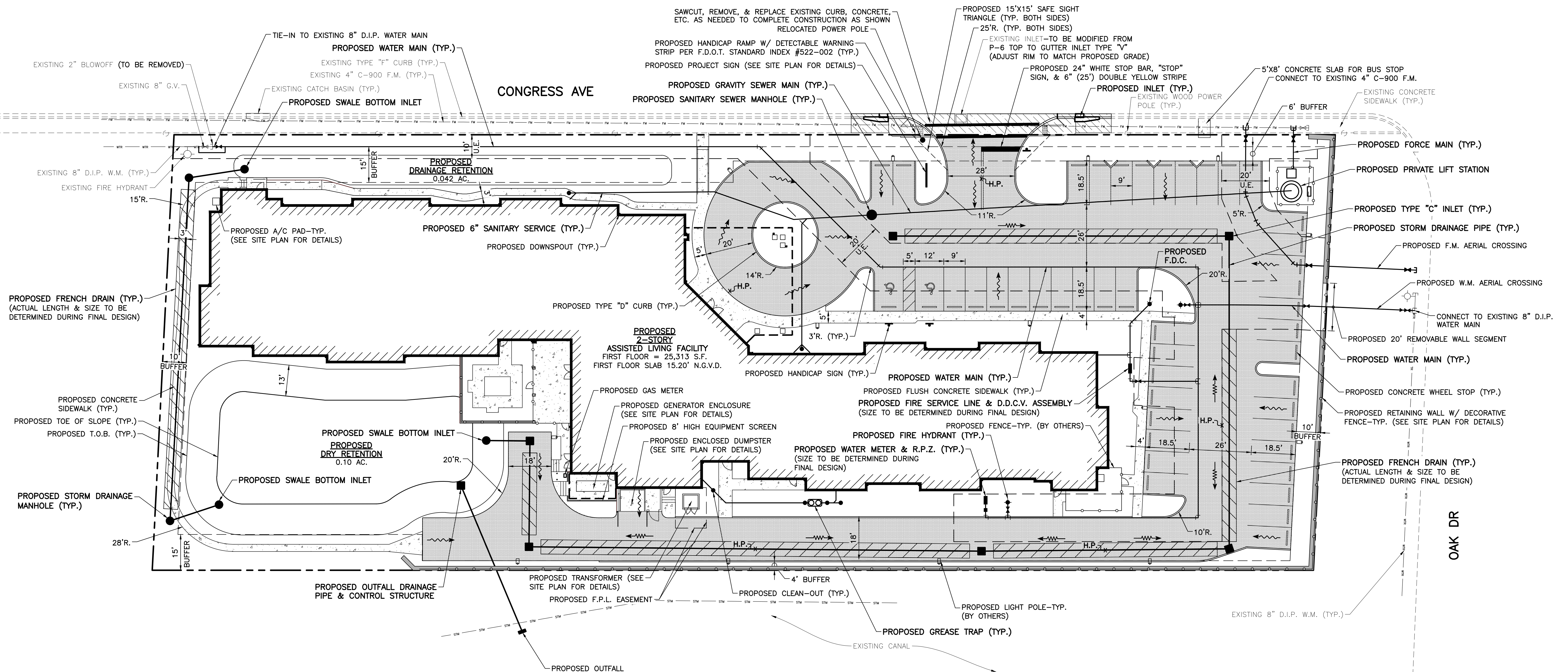
SHEET
A1.1.1

- 1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
- 2.) ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE VILLAGE OF PALM SPRINGS, P.B.C.W.U.D., AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.
- 3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION MATERIAL IN ACCORDANCE WITH ALL APPLICABLE GOVERNING AGENCY STANDARDS.
- 4.) LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
- 5.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.
- 6.) FIRE DEPARTMENT LOCKING CAPS WILL BE REQUIRED ON THE FIRE DEPARTMENT CONNECTION.

	PROPOSED STORM SEWER AND CATCH BASIN		SEWER SERVICE W/ CLEAN-OUT
	DIRECTION OF FLOW		FIRE HYDRANT W/ GATE VALVE
	DIRECTION OF SWALE		PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
	PROPOSED HIGH POINT		WATER SERVICE & R.P.Z.
	PROPOSED ASPHALT OR CONCRETE		PROPOSED LIGHT POLE
	PROPOSED CONCRETE		PROPOSED 24" WHITE STOP BAR, "STOP" SIGN & 6" DOUBLE YELLOW STRIPE
	PROPOSED DETECTABLE WARNING SURFACE		EXISTING POWER POLE
	SAWCUT, REMOVE, & REPLACE EXISTING PAVEMENT, CONCRETE, CURB, ETC.		EXISTING STORM DRAINAGE PIPE
	PROPOSED FRENCH DRAIN (ACTUAL LENGTH & SIZE TO BE DETERMINED DURING FINAL DESIGN)		EXISTING WATER MAIN
			EXISTING SEWER MAIN
			EXISTING FORCE MAIN



NOT TO SCALE



ROBERT F. RENNEBAUM, P.E., STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 41168

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND
SEALED BY ROBERT F. RENNEBAUM, P.E. ON
5/20/2020 USING A SHA-1 AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE SHA-1
AUTHENTICATION CODE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.



2581 Metrocentre Blvd West • Suite 3 • West Palm Beach, Florida 33407 • (561) 478-7848

THE OAKS
SECTION 08, TOWNSHIP 44S., RANGE 43E.
VILLAGE OF PALM SPRINGS, FLORIDA
CONCEPTUAL PAVING, DRAINAGE,
WATER AND WASTEWATER PLAN

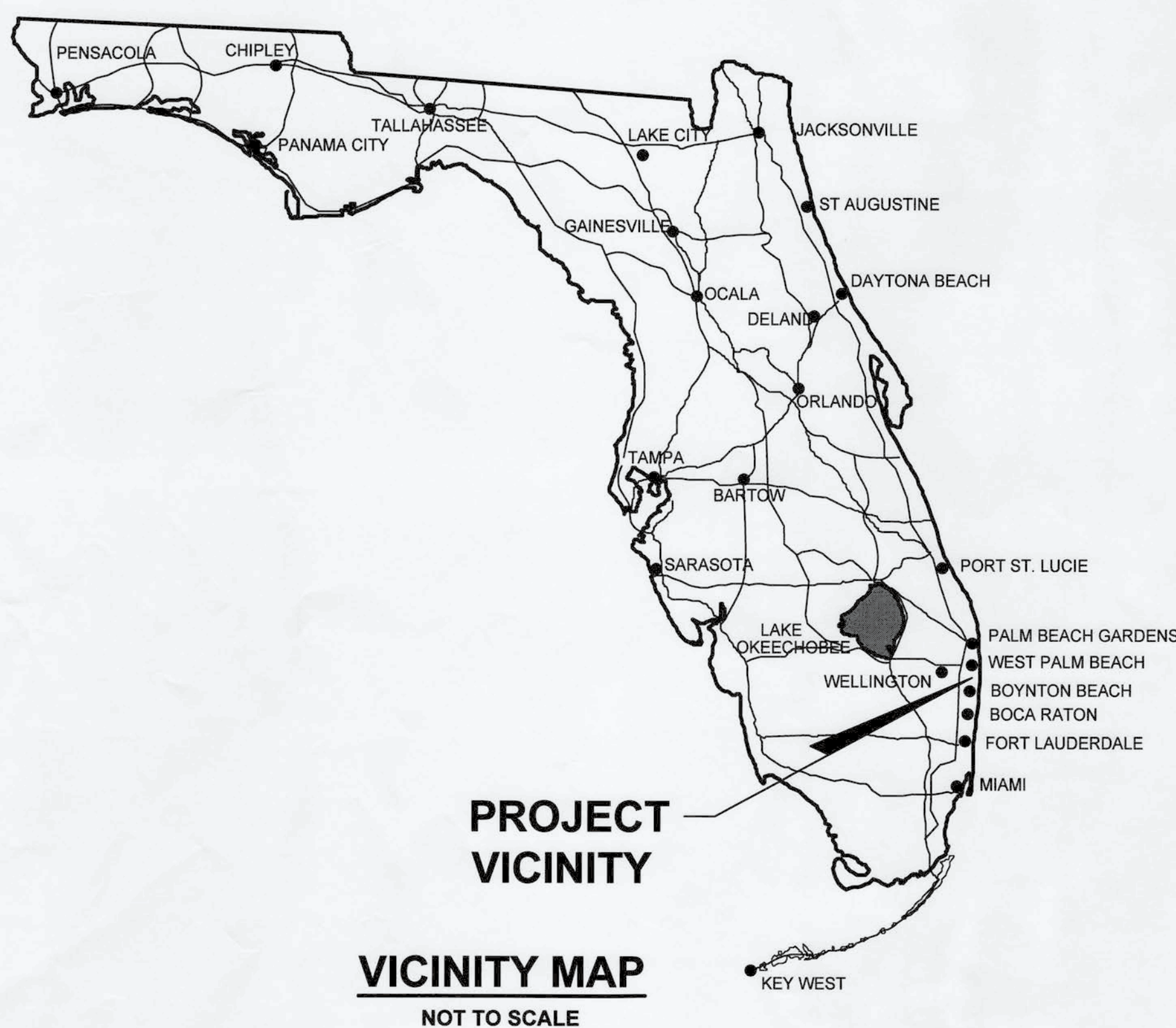
REVISIONS

DESIGN R.B.	DRAWN B.L.	CHECKED	APPROVED	DATE
----------------	---------------	---------	----------	------

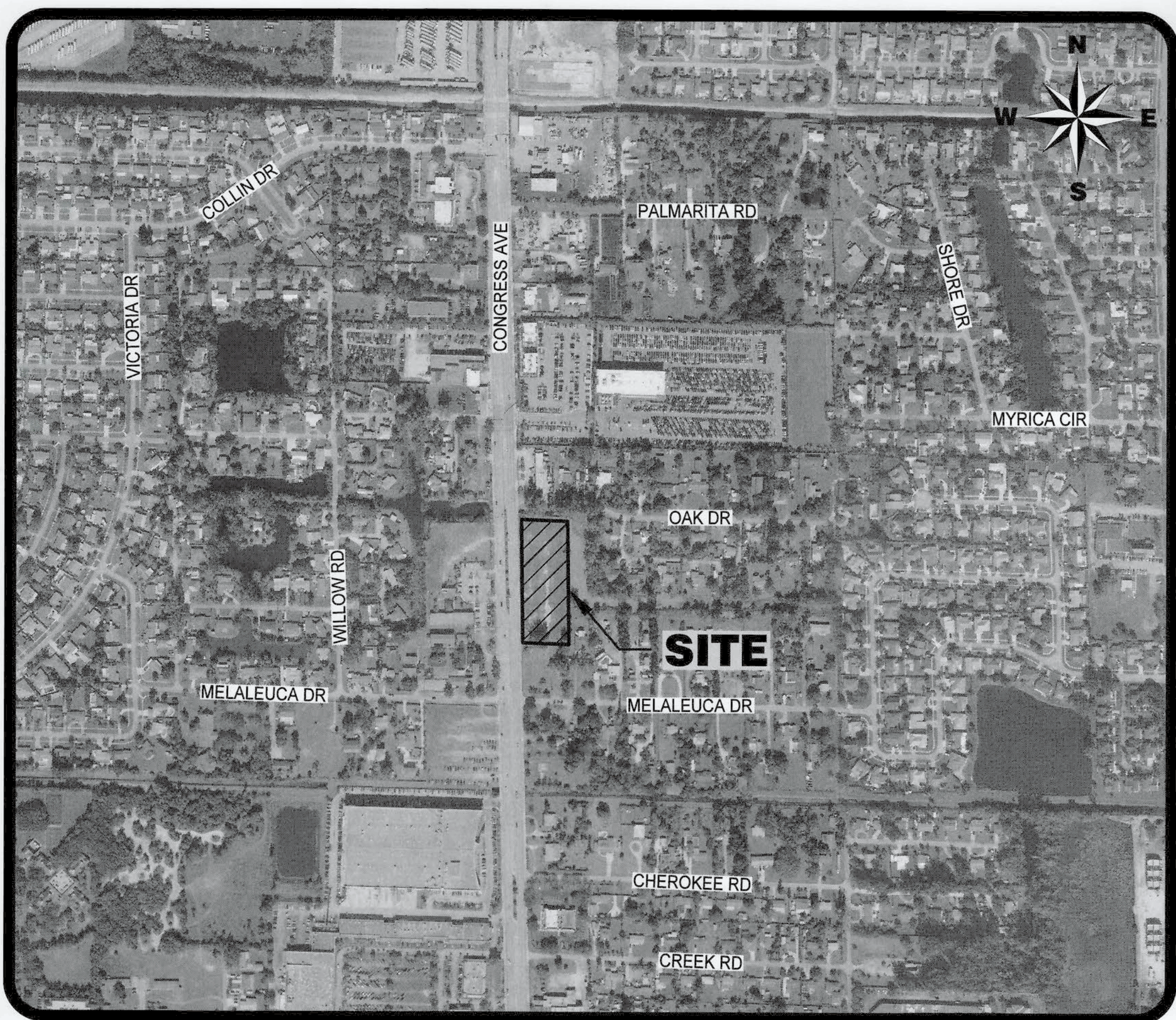
JOB NO. 19-021	DRAWING NO. 19021C01	SHEET 1 OF 1
-------------------	-------------------------	--------------

SITE DEVELOPMENT PLANS FOR THE OAKS

SECTION 08, TOWNSHIP 44S., RANGE 43E.
VILLAGE OF PALM SPRINGS, FLORIDA



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
1	TITLE SHEET
2	PAVING AND DRAINAGE PLAN
3-5	PAVING AND DRAINAGE DETAILS
6	POLLUTION PREVENTION PLAN
7	WATER AND WASTEWATER PLAN
8	SANITARY SEWER PROFILE AND AERIAL CROSSINGS
9	LIFT STATION DETAILS
10-19	WATER AND WASTEWATER DETAILS

THESE PLANS HAVE BEEN
REVIEWED FOR COMPLIANCE
OCT 02 2020
WITH PALM BEACH COUNTY
FIRE CODE COMPLIANCE IS
THE RESPONSIBILITY OF THE
PERMIT APPLICANT.
REVIEWER: JESSIE JOHNSON



THE OAKS
SECTION 08, TOWNSHIP 44S., RANGE 43E.
VILLAGE OF PALM SPRINGS, FLORIDA
TITLE SHEET

REVISIONS

DESIGN R.R.	DRAWN B.L.	CHECKED	APPROVED	DATE
----------------	---------------	---------	----------	------

JOB NO. 19-021	DRAWING NO. 19021S01	SHEET 1	OF 19
-------------------	-------------------------	------------	----------

RECORD DRAWING NOTES:

- 1.) RECORD DRAWINGS SHALL BE PREPARED IN THE STATE PLANE COORDINATE SYSTEM.
 - 2.) ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
 - 3.) STATE PLANE COORDINATES SHALL BE DISPLAYED ON RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN P.B.C.W.U.D. STANDARDS.
 - 4.) STATE PLANE COORDINATES SHALL BE SHOWN ON PROPERTY CORNERS AS REQUIRED BY P.B.C.W.U.D.
- HYDRANT & HYDRANT SECURITY EQUIPMENT NOTES:**
- 1.) FIRE HYDRANT SHALL BE EQUIPPED WITH A SET OF AFC "CAPTIVATER" SECURITY CAPS. THE CAPS SHALL BE CHAINED TO THE HYDRANT BODY AND INSTALLED PRIOR TO ISSUANCE OF "CONSTRUCTION WATER RELEASE" CERTIFICATION. A SCHEDULED INSPECTION BY P.B.C.W.U.D. IS REQUIRED TO VERIFY THE INSTALLATION AND OPERATION OF THE CAPS.
 - 2.) PLEASE NOTE THAT THE SECURITY CAPS CAN ONLY BE REMOVED USING SPECIAL WRENCHES. THE CONTRACTOR SHALL CONTACT THE P.B.C.W.U.D. INSPECTOR FOR ASSISTANCE IF ACCESS TO THE HYDRANT IS REQUIRED FOR FLUSHING OR TESTING PURPOSES.
 - 3.) ALL FIRE HYDRANTS ARE TO BE INSTALLED SO THE PUMPER NOZZLE IS 5.0' MINIMUM WITH RAISED CURB OR 6.0' MINIMUM WITHOUT RAISED CURB TO EDGE OF PAVEMENT AND 12.0' MAX. FROM THE EDGE OF PAVEMENT.

GENERAL WATER NOTES:

- 1.) ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND IS LOCATED ALONG THE TOP OF THE PIPE.
- 2.) ALL WATER MAIN SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 6" WIDE MAGNETIC BLUE CODED TAPE IMPRINTED WITH ONE AND HALF (1-1/2) INCH HIGH LETTERING READING "CAUTION - WATER LINE BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
- 3.) ALL WATER SERVICE BRASS FITTINGS ARE REQUIRED TO BE LEAD FREE.
- 4.) ALL EXISTING P.B.C.W.U.D. FACILITIES (I.E. VALVES) TO BE OPERATED BY P.B.C.W.U.D. PERSONNEL ONLY.
- 5.) TEMPORARY TAPPED 8" PLUG WITH SAMPLE POINT TO BE REMOVED AND REPLACED WITH SOLID 8" PLUG ONCE PROJECT HAS RECEIVED FINAL D.E.P. WATER CERTIFICATION.

GENERAL SEWER NOTES:

- 1.) ON-SITE SEWER LATERALS, MANHOLES AND GRAVITY SEWER MAINS UP TO MANHOLE S2 ARE PRIVATELY OWNED AND MAINTAINED.
- 2.) SEWER CLEANOUT MINI-MANHOLES ARE REQUIRED ON ALL CLEANOUTS WITHIN PAVEMENT AREAS.
- 3.) OIL/GREASE INTERCEPTORS LOCATED IN PAVEMENT SHALL HAVE TRAFFIC RATED STRUCTURES/LIDS.

GENERAL LANDSCAPE NOTE:

IF ANY NEW LANDSCAPE MATERIAL ARE INSTALLED AS PART OF THIS PROJECT THEN SOD ONLY WITH NO SHRUBS AND/OR TREES ARE TO BE INSTALLED WITHIN 5' OF ANY WATER METER AND WITHIN 7.5' OF ANY FIRE HYDRANT. TREES CANNOT BE INSTALLED WITHIN 10' OF A W.U.D. WATER MAIN WITH OUT PRIOR P.B.C.W.U.D. APPROVAL AND THE INSTALLATION OF A ROOT BARRIER. ALSO IF ANY EXISTING TREES ARE LESS THAN 10' MIN. OF ANY NEW WATER MAIN A ROOT BARRIER IS REQUIRED TO BE INSTALLED OR TREE RELOCATED/REMOVED.

LEGEND

- S1-4' MH. MANHOLE NUMBER AND TYPE
- 19.5
16.0
MANHOLE TOP ELEVATION
MANHOLE INVERT ELEVATION
- SINGLE SEWER SERVICE W/ CLEAN-OUT
DOUBLE SEWER SERVICE W/ CLEAN-OUT
- SANITARY SEWER LINE, MANHOLE AND DIRECTION OF FLOW
- FIRE HYDRANT W/ GATE VALVE
- WATER SERVICE, WATER METER & R.P.Z.
WATER MAIN & GATE VALVE
GATE VALVE & D.D.C.V. ASSEMBLY

BOT. OF 4" P.V.C. F.M. 9.31
TOP OF 6" P.V.C. SEW LATERAL 8.29

DETAIL "A"

SCALE: 1"=10'

INSTALL 16FT. BY 16FT. LONG BY 6FT. HIGH CHAIN LINK FENCE TO BE CENTERED AROUND PUMP STATION

PROPOSED FORCEMAIN CONNECTION
- REMOVE EXISTING 4" PLUG.
- EXISTING GATE VALVE TO REMAIN
(END OF WUD RESPONSIBILITY AND MAINTENANCE)
- CONSTRUCT 4" C-900 FM, 4" GV, AND VALVE BOX PER PBCWUD DETAIL 375 SHEET 14 OF 17 (WITHOUT THE FLUSHING CONNECTION)

4" PVC
C-900 FM.
(PRIVATE)

INSTALL PRIVATE LIFT STATION BY WOPS (LS-1):
RIM = 14.50
S INV. = 7.50
BOT. ELEV. = 0.50
SEE LIFT STATION DETAILS (SHEET 15) FOR ADDITIONAL INFORMATION

NOTES:

- 1.) ON-SITE SEWER LATERALS ARE PRIVATELY OWNED AND MAINTAINED.
- 2.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.
- 3.) CONTRACTOR TO VIDEO INSPECT EXISTING 6" SANITARY SERVICE TO ENSURE SERVICEABILITY.

LOCATION MAP

NOT TO SCALE

SCALE IN FEET
1"=20'

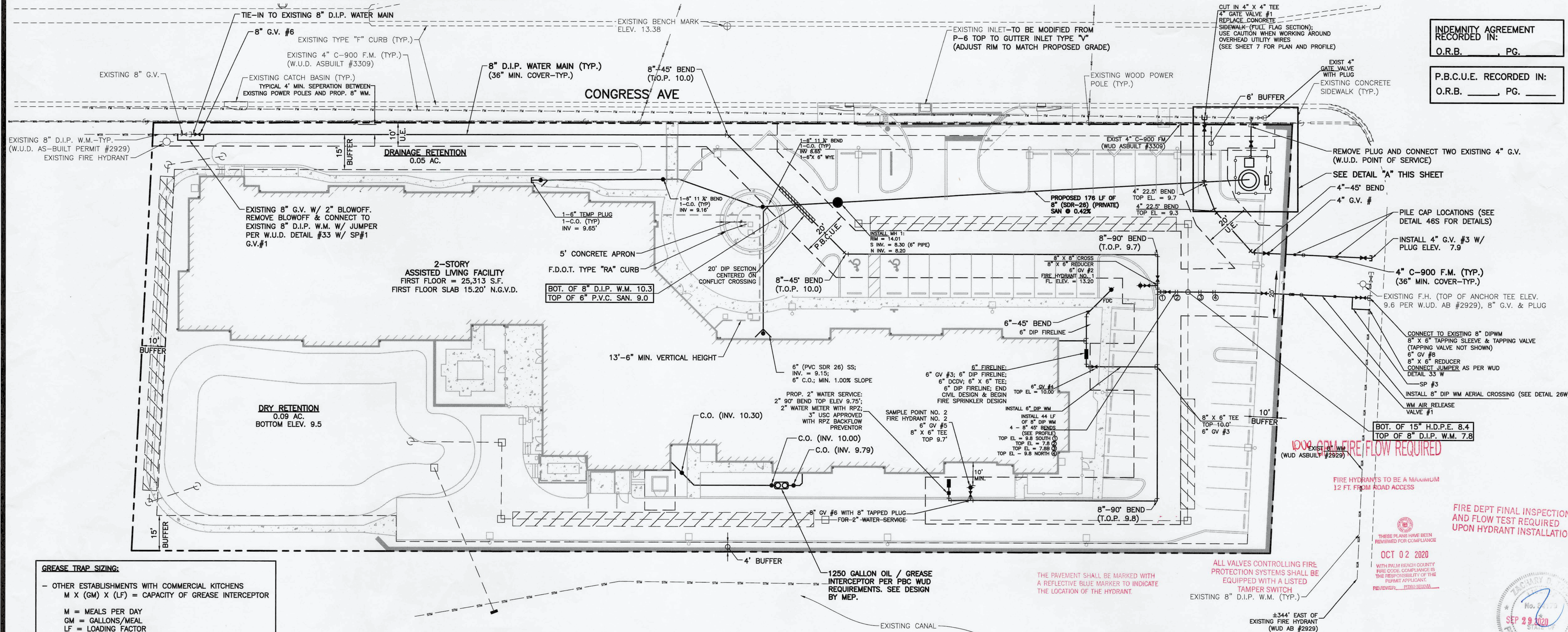
INDEMNITY AGREEMENT

RECORDED IN:

O.R.B. PG.

P.B.C.U.E. RECORDED IN:

O.R.B. PG.



GREASE TRAP SIZING:

- OTHER ESTABLISHMENTS WITH COMMERCIAL KITCHENS
- M X (GM) X (LF) = CAPACITY OF GREASE INTERCEPTOR
- M = MEALS PER DAY
GM = GALLONS/MEAL
LF = LOADING FACTOR
- = 183 X (5) X (1) = 915 GAL.
USE 1,250 GAL. INTERCEPTOR

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 BASED ON A SURVEY PREPARED BY JOHN A. GRANT, JR. INC., (561) 395-3315.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

1.) MODIFIED ROUNDABOUT PER FIRE RESCUE 09/08/20 B.L.

REVISIONS

SIMMONS & WHITE
ENGINEERING & PLANNING CONSULTING SINCE 1982
2581 Metrocentre Blvd West • Suite 3 • West Palm Beach, Florida 33407 • (561) 478-7848

DESIGN R.R. DRAWN B.L. CHECKED APPROVED DATE

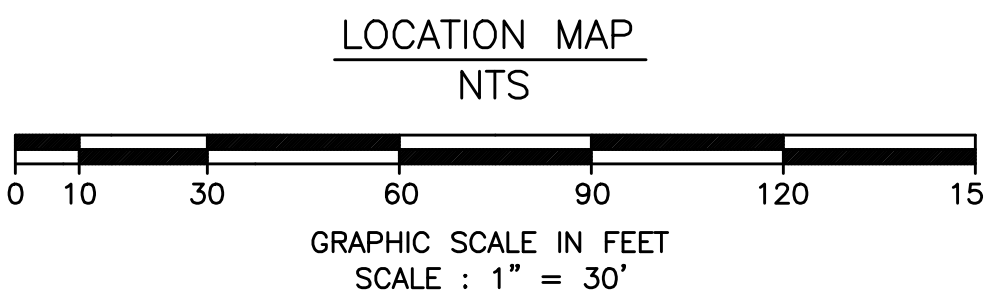
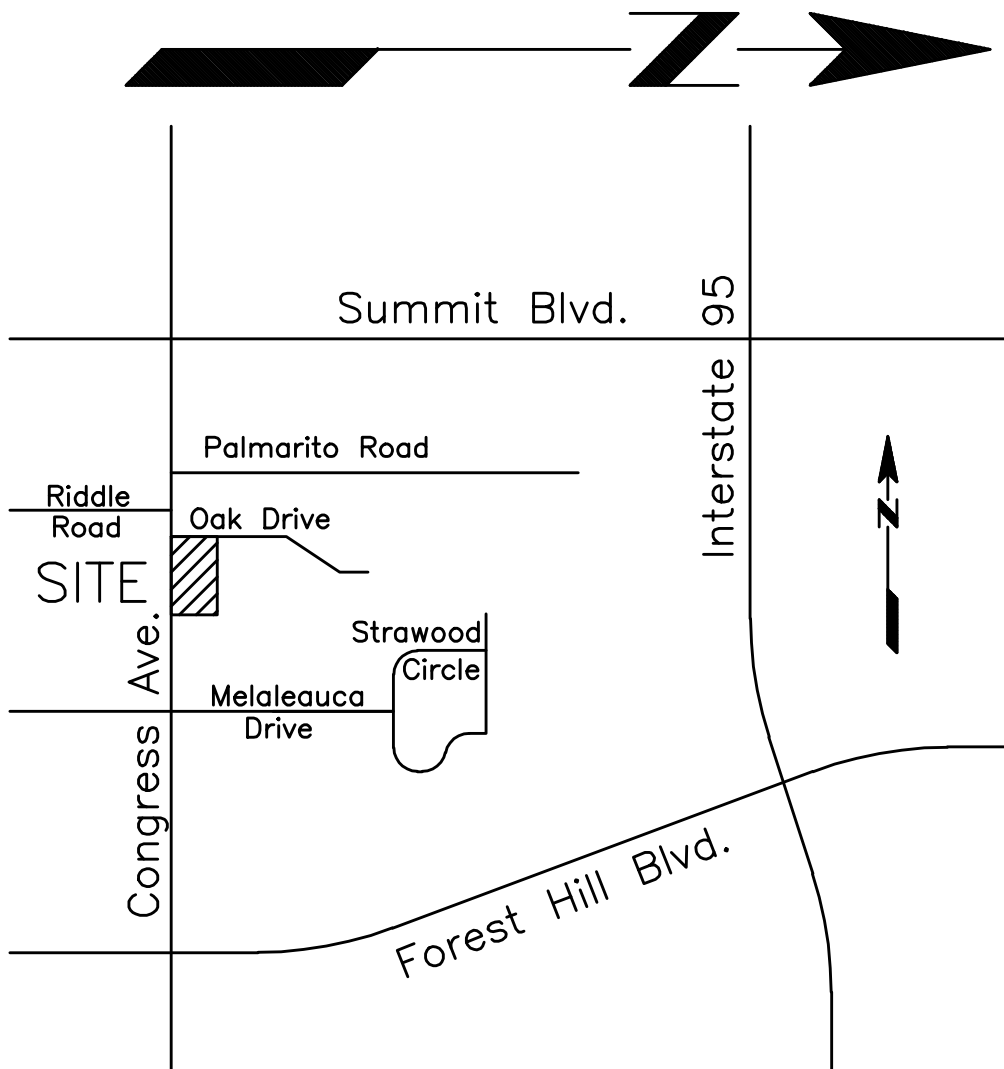
THE OAKS
SECTION 08, TOWNSHIP 44S., RANGE 43E.
VILLAGE OF PALM SPRINGS, FLORIDA
WATER AND WASTEWATER PLAN

JOB NO. 19-021 DRAWING NO. 19021S07 SHEET 7 OF 19

SKETCH OF SURVEY
PART OF LOTS 1, 2, 3, 20, & 21 BLOCK 2
LAGUNA PARK No.1

PLAT BOOK 21, PAGE 53
PALM BEACH COUNTY, FLORIDA

SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST



Symbol Legend

- Power Pole
- Water Valve
- Fire Hydrant
- Storm Drain Inlet
- Storm Drain Man Hole
- Guy Wire
- Soft Surface Elevation
- Hard Surface Elevation
- Top of Bank
- Edge of Water
- Over Head Utility Lines
- Ground Elevation

SURVEY NOTES :

OWNERSHIP OF FENCES AND WALLS SHOWN ON THIS DRAWING WERE NOT DETERMINED.

ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

PROPERTY LOCATED IN FLOOD ZONE B
FLOOD INSURANCE RATE MAP INFORMATION
COMMUNITY NO. : 120192
PANEL NO. : 0165B
MAP REVISED : 15 OCTOBER 1982
AREA = 88,895.30 SQUARE FEET (2.0408 ACRES)
LEGAL DESCRIPTION FURNISHED BY CLIENT.

Legal Description

The West 200 feet of Lot 1 (LESS THE North 25 feet and right of way of State Road 807); and the West 200 feet of Lots 2, 3, and 20 and the West 200 feet of the North 22.4 feet of Lot 21 (LESS right of way of State Road 807) IN Block 2 , LAGUNA PARK ADDITION NO. 1 , According to the Plat thereof as recorded in Plat Book 21, Page 53 of the Public Records of Palm Beach County , Florida.

CERTIFIED TO:

- 1.) CONGRESS OAKS DEVELOPMENT GROUP , LLC.
- 2.) SMI FINANCIAL MINISTRIES, INC.
- 3.) FREDERICK C. HEIDGERD, P.A.
- 4.) ATTORNEYS TITLE INSURANCE FUND , INC.
COMMITMENT NO: C-3149138
EFFECTIVE DATE: OCT. 26, 2007 @ 11:00 P.M.
- 5.) DANIEL J. SHEPHERD, P.A.
- 6.) RAE FRANKS, ESQUIRE

NOTE: BELLSOUTH EASEMENT AS RECORDED IN ORB 14178, PG. 1698
CANNOT BE PLOTTED DUE TO INSUFFICIENT LEGAL DESCRIPTION.

Drawing:K:\JG9200 Congress Oaks Prof Office\Laguna Park 1\Part of Lots 1 2 3 20\SURVEY\Revised Survey.dwg\Survey plan

LEGEND

- FND = Found
- IR = Iron Rod
- IP = Iron Pipe
- PC = Plastic Cap
- N/C = Nail and Cap
- N/D = Nail and Disc
- E = Easement
- U = Utility
- D = Drainage
- P = Plat
- F = Field
- BM = Benchmark
- ELEV = Elevation
- R = Radius
- L = Arc Length
- CA = Central Angle
- CHB = Chord Bearing
- ST LT = Street Light
- CONC. = Concrete
- C = Centerline
- WF = Wood Fence
- CLF = Chain Link Fence
- PL = Planter
- WP = Wood Pole
- CP = Concrete Pole
- LP = Light Pole
- OE = Overhead Electric
- BLDG = Building
- CBS = Concrete Block and Stucco
- FH = Fire Hydrant
- WPP = Wood Power Pole
- PCP = Permanent Control Point
- PRM = Permanent Reference Monument
- CM = Concrete Monument
- LME = Lake Maintenance Easement
- ROE = Roof Overhang Easement
- LZE = Littoral Zone Easement

BOUNDARY SURVEY for : CONGRESS OAKS DEVELOPMENT GROUP , LLC

I HEREBY CERTIFY : This sketch of survey of the above described property is true and correct to the best of my knowledge and belief as recently surveyed under my direction, and conforms to the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

FREDERICK M. LEHMAN
Registered Land Surveyor No. 4304
State of Florida

Not Valid Without The Signature And The Original Raised Seal Of A Florida Licensed Surveyor And Mapper.

FIELD BOOK 1870, PAGES 9 - 12

5	Recertification	RL	11/13/07
4	Update/Recertification FB 1870, Pgs. 9-12	RL	12/11/06
3	Revise Certification	RL	4/5/06
2	Revise Legal Description/Add Cert.	RL	3/16/06
1	Add Trees, Canal Cross Sections & Adj. FF Elevations FB 1870 PGS 29-33	AJHE	8/30/05
NO. REVISION		BY	DATE

SURVEY OF PROPERTY
DESCRIBED HEREON

CONGRESS
OAKS

JOHN A. GRANT, JR., INC.

CONSULTING ENGINEERS
3333 NORTH FEDERAL HIGHWAY
BOCA RATON, FLORIDA 33431
PH. NO. 561-395-3333 FAX NO. 561-395-3315
LICENSED BUSINESS NO. LB 50

MADE	AJHE	DATE	4/21/05	TRACED	DATE	
CHECKED		DATE		SCALE	1" = 30'	
JOB NO.	JG-100-9200			SHEET	1	OF 1

INSIGNIFICANT TRAFFIC IMPACT STATEMENT

THE OAKS ADULT LIVING FACILITY VILLAGE OF PALM SPRINGS, FLORIDA

Prepared for:

Congress Oaks
6231 PGA Boulevard
Suite 104166
Palm Beach Gardens, Florida 33418

Job No. 15-139

Date: April 2, 2020

Robert F. Rennebaum, P.E.
FL Reg. No. 41168

Robert F. Rennebaum, P.E., State of Florida,
Professional Engineer, License No. 41168

This item has been electronically signed and
sealed by Robert F. Rennebaum, P.E. on 04/02/2020
using a SHA-1 Authentication Code.

Printed copies of this document are not considered signed
and sealed and the SHA-1 Authentication Code must
be verified on any electronic copies.

TABLE OF CONTENTS

1.0	SITE DATA	2
2.0	PURPOSE OF STUDY	2
3.0	TRAFFIC GENERATION	4
4.0	RADIUS OF DEVELOPMENT INFLUENCE	5
5.0	TRIP DISTRIBUTION.....	5
6.0	TEST 1 BUILD-OUT ANALYSIS	5
7.0	TEST 2 BUILD-OUT ANALYSIS	6
8.0	SITE RELATED IMPROVEMENTS	6
9.0	CONCLUSION	6

1.0 SITE DATA

The subject parcel is located in the southeast corner of Congress Avenue and Oak Drive in the Village of Palm Springs, Florida and contains approximately 2.0408 acres. Figure 1 presents a vicinity map. The Property Control Number (PCN) for the subject parcel is 70-43-44-08-10-002-0010. Proposed site development on the currently unimproved parcel consists of a 72-bed assisted living facility with a build-out of 2024. Site access is proposed via one (1) right in/right out driveway connection to Congress Avenue. For additional information concerning site location and layout, please refer to the Site Plan prepared by Donahue Architecture and Design.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1.

Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed.

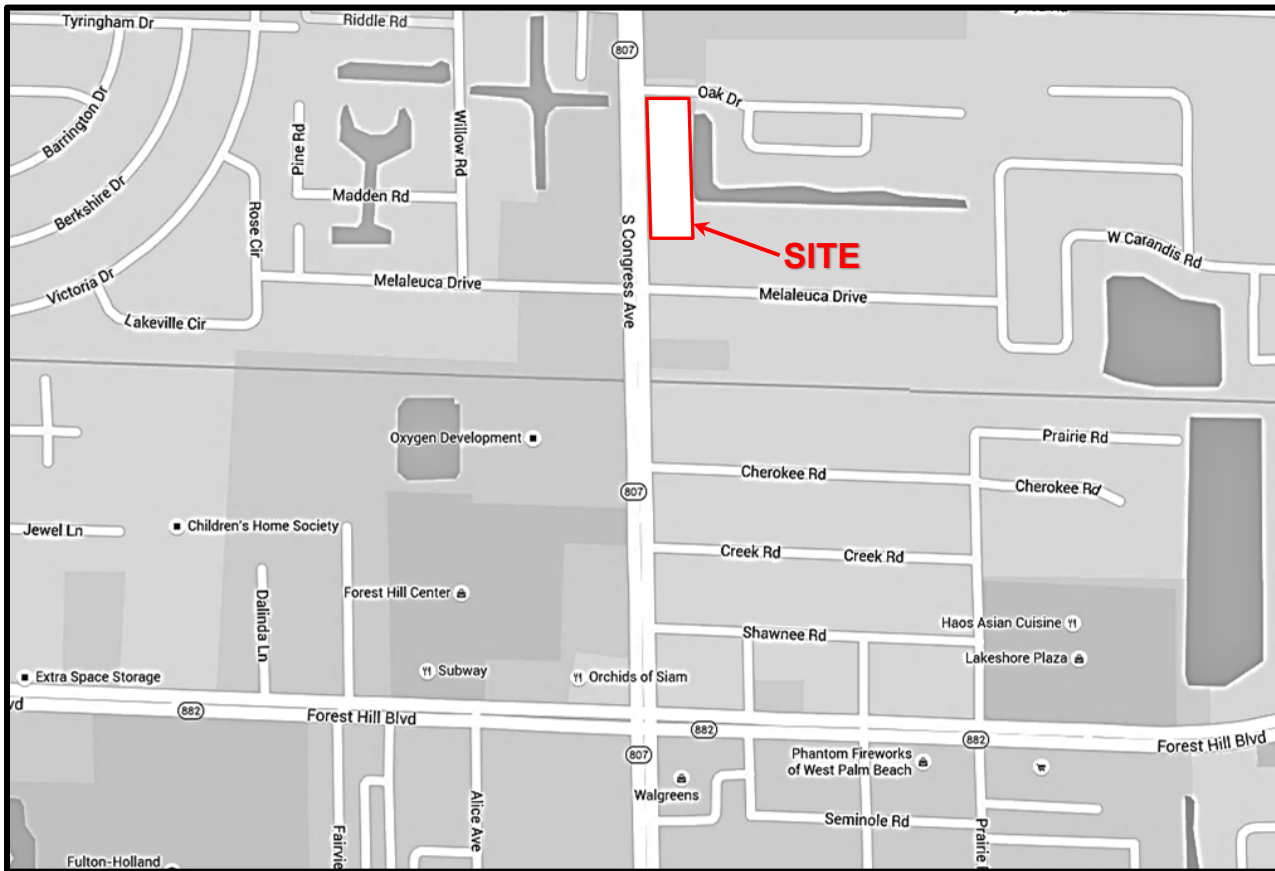


FIGURE 1. Vicinity Map
The Oaks at Palm Springs
Source: Google 2015 ©

2.0 PURPOSE OF STUDY (CONTINUED)

Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period. This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the fifth year of the Florida Department of Transportation Five Year Transportation Improvement Program in effect at the time of traffic analysis submittal.

The existing roadway network as well as both the State and Palm Beach County Five Year Road Program improvements, with construction scheduled to commence prior to the end of the Five Year Analysis Period shall be the Test 2 roadway network assumed in the analysis. The total traffic in the peak hour, peak direction on each link within a project's radius of development influence shall be compared with the applicable LOS "E" service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The traffic to be generated by the proposed development has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 10th Edition.

Table 1 shows the daily traffic generation associated with the proposed development in trips per day (TPD). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The traffic to be generated by the proposed development consisting of a 72-bed assisted living facility may be summarized as follows:

3.0 TRAFFIC GENERATION (CONTINUED)

Proposed Plan of Development

Daily Traffic Generation	=	187 tpd
AM Peak Hour Traffic Generation (In/Out)	=	14 pht (9 In/5 Out)
PM Peak Hour Traffic Generation (In/Out)	=	19 pht (7 In/12 Out)

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 19 peak hour trips, the radius of development influence shall be the directly accessed link.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than one percent of the LOS “D” of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS “D” of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS “D” Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than three percent of the LOS “E” of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS “E” of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS “E” Link Service Volumes.

5.0 TRIP DISTRIBUTION

The project trips were distributed and assigned on the links within the radius of development influence based on the existing and anticipated traffic patterns. Figure 2 presents the trip distribution percentages.

6.0 TEST 1 BUILD-OUT ANALYSIS

Test 1, or the Build-Out Analysis, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. Tables 4 and 5 show that the project’s assignment is less than 1% of the applicable LOS “D” threshold and is insignificant for all links within the project’s radius of development influence. This project therefore meets the requirements of Test 1.

7.0 TEST 2 BUILD-OUT ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis Period. Tables 6 and 7 show the project's net trip generation is less than 3% of the applicable LOS "E" threshold for all links within the projects radius of development influence. This project therefore meets the requirements of Test 2.

8.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

**Directional
Distribution
(Trips IN/OUT)**

AM = 9 / 5
PM = 7 / 12

Figure 3 presents the AM and PM peak turning movement volume assignments at the project driveway based on the directional distributions. As previously mentioned, site access is proposed via one (1) right in/right out driveway connections to Congress Avenue. Based on the peak hour volumes shown above and the Palm Beach County Engineering Guideline used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, additional turn lanes are not warranted or recommended.

9.0 CONCLUSION

The proposed development has been estimated to generate 187 trips per day, 14 AM peak hour trips, and 19 PM peak hour trips at project build-out in 2024. A brief review of the links within the project's radius of development influence reveals that the proposed development will have an insignificant project assignment and will therefore meet the requirements of the Palm Beach County Traffic Performance Standards.

The Oaks
1212 South Congress Avenue
Palm Springs, Florida 33406

Water Management Calculations
July 2020

Job # 19-021
SIMMONS & WHITE, INC.
Engineers • Planners • Consultants
2581 Metrocentre Blvd West, Suite 3, West Palm Beach, Florida 33407
Telephone (561) 478-7848 • Fax (561) 478-3738
Certificate of Authorization Number 3452

Summary:

The proposed facility is located at 1212 S. Congress Avenue and is a 2.04-acre parcel of land in Section 8, Township 44 South, Range 43 East located in Palm Springs, Florida. The project consists of a 26,000 square foot adult living facility with associated parking.

The currently undeveloped site is located within South Florida Water Management District's (SFWMD's) C-51 East Basin, Sub-basin 31. The C-51 East Basin stormwater design criteria shall accommodate an equal volume of open storage to compensate for any water storage volume removed from the flood plain. The minimum volume of water which must be accommodated onsite shall be equal to the volume stored below 12.7 NGVD 29 (SFWMD's maximum 100 Year, 3-Day stage for Sub-basin 31) and above existing elevations. Current existing average elevations for the site is 12.8' NGVD 29.

The stormwater management system consists of an exfiltration trench system for parking areas and a storm drainage system connecting two proposed dry detention areas. The exfiltration system for the parking areas will "bubble up" into the largest dry detention area located in the southeast section of the site. An outfall with control structure will be connected to the eastern canal for legal positive outfall.

Propose Land Use:

Land Use Type	Area (Acres)	Grading (NGVD29)
Building	0.58	FFE = 15.2
Pavement	0.62	12.5 – 15.1
Impervious	0.14	12.8 – 15.1
Dry Detention 1 (Bot.)	0.09	9.5 – UP
Dry Detention 1 (Slope)	0.10	9.5 – 13.0
Dry Detention 2	0.05	9.5 – 13.0
Pervious	0.46	11.8 – 14.7
Total	2.04	

Existing Soil Storage:

$$(8.18'' * 2.04 \text{ ac}) / (12'' / \text{ft}) = \mathbf{1.39 \text{ ac-ft}}$$

Existing C-51 Surface Storage (C-51 Sub-basin Flood Elev. = 12.7'):

Average grade of site is above 12.7' NGVD29 = **0.00 ac-ft**

Proposed Soil Storage:

$$[(8.18'' * 0.46 \text{ ac}) + (4.1825'' * 0.15 \text{ ac}) + (0.45'' * 0.09 \text{ ac})] = 3.87 \text{ ac-in}$$

- $3.87 \text{ ac-in} / 2.04 \text{ ac} = 1.90''$ (for Cascade Routings)
- $3.87 \text{ ac-in} / (12'' / \text{ft}) = \mathbf{0.32 \text{ ac-ft}}$

Proposed C-51 Surface Storage (per Cascade Routings):

Storage at Elevation 12.7' = **1.08 ac-ft**

C-51 Compensating Storage:

Existing = 1.39 ac-ft (Soil) + 0.00 ac-ft (Surface) = **1.39 ac-ft Required**

Proposed = 0.32 ac-ft (Soil) + 1.08 ac-ft (Surface) = **1.40 ac-ft Provided**

Proposed Water Quality:

- 1" Over Site:
 - $(2.04 \text{ ac} * 1'') / (12'' / \text{ft}) = \mathbf{0.17 \text{ ac-ft}}$
- 2.5" x % Impervious:
 - $(0.76 \text{ ac} / 2.04 \text{ ac} - 0.58 \text{ ac}) * 2.5'' * 2.04 \text{ ac} * (\text{ft}/12'') = \mathbf{0.22 \text{ ac-ft}}$
(Met at elevation 9.71')
- ½" Dry Pretreatment:
 - $(2.04 \text{ ac} * \frac{1}{2}'') / 12''/\text{ft}) = \mathbf{0.09 \text{ ac-ft}}$

Storm Events:

Storm Event	Rainfall (in.)	Max Stage (ft)	Discharge (cfs)
5 year – 1 day	3.2	8.65	0.00
10 year – 3 day	10.0	12.97	0.12
100 year – 3 day	16.0	14.14	n/a

SIMMONS & WHITE INC.
5601 CORPORATE WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33407
CERTIFICATE OF AUTHORIZATION #3452
EXFILTRATION TRENCH LENGTH CALCULATION

The Oaks

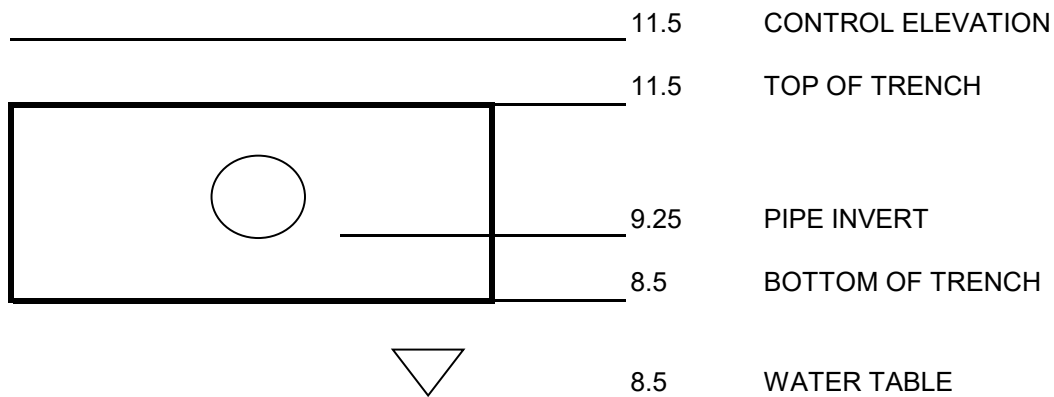
JOB NO: 19-021
DATE: 7/24/2020

$$L = \frac{V}{K(H_2 W + 2 H_2 D_U - D_U^2 + 2 H_2 D_S) + (1.39 \times 10^{-4}) W D_U}$$

V= VOLUME TO BE TREATED	0.52 Ac-Ft
W= WIDTH OF TRENCH	6.2712 AC-IN
K= HYDRAULIC CONDUCTIVITY	6 FT
H2= DEPTH TO WATER TABLE FROM CONTROL ELEVATION	0.000488 CFS/SF-FT
DU= NON-SATURATED TRENCH DEPTH	3.0 FT
DS= SATURATED TRENCH DEPTH	3.0 FT
	0.0 FT

TRENCH DEPTH = 3.0 FT

L= REQUIRED TRENCH LENGTH 400.00 FT



EXFILTRATED VOLUME PER HOUR

Qb: Bottom Flow (In cfs)

Qs: Side Flow (In cfs)

Qt: Total Flow (In cfs)

$$Q_b = K \cdot H^2 \cdot W \cdot L$$

$$Q_b = \underline{\underline{3.514}}$$

$$Q_s = K \cdot L \cdot (H^2 \cdot D_U - 0.5 \cdot D_U^2 + H^2 \cdot D_S)$$

$$Q_s = \underline{\underline{0.878}}$$

$$2Q_s = \underline{\underline{1.757}}$$

$$Q_t = \underline{\underline{5.270 \text{ In one hour}}}$$

SIMMONS & WHITE INC.
2581 Metrocentre Blvd, SUITE 3
WEST PALM BEACH, FLORIDA 33407
CERTIFICATE OF AUTHORIZATION #3452

The Oaks

JOB NO: 19-021
DATE: 7/23/2020

Trench Total (ac-ft)
0.49

Stage	Site Storage	Trench Storage	Total
8.5	0	0	0.00
9	0	0.08	0.08
9.5	0	0.16	0.16
10	0.05	0.25	0.30
10.5	0.11	0.33	0.44
11	0.18	0.41	0.59
11.5	0.27	0.49	0.76
12	0.36	0.49	0.85
12.5	0.50	0.49	0.99
13	0.72	0.49	1.21
13.5	1.06	0.49	1.55
14	1.50	0.49	1.99
14.5	2.07	0.49	2.56
15	2.73	0.49	3.22
15.5	3.46	0.49	3.95

Project Name: The Oaks

Reviewer: CF

Project Number: 19-021

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;0000 hr Duration: 24 hr

Time Step: 0.016 hr, Iterations: 10

Basin 1: Basin 1

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 10 year

3 Day Rainfall: 10 inches

Area: 2.04 acres

Ground Storage: 2.12 inches

Time of Concentration: 0.5 hours

Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	0.08
9.50	0.16
10.00	0.30
10.50	0.44
11.00	0.59
11.50	0.76
12.00	0.85
12.50	0.99
13.00	1.21
13.50	1.55
14.00	1.99
14.50	2.56
15.00	3.22
15.50	3.95

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	8.50
24.00	8.50

Structure: 1

From Basin: Basin 1

To Basin: Offsitel

Structure Type: Gravity

Weir: Drop Inlet, Crest Elev = 13.5 ft NGVD, Diameter = 0 ft

Bleeder: V-Notch, Invert Elev = 9.6 ft NGVD, Top Elev = 10.1 ft NGVD

Angle = 6.5 deg

Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6

Pipe: Diameter = 1.25 ft, Manning's n = 0.013, Length = 62 ft

US Invert Elev = 9.6 ft NGVD, DS Invert Elev = 9.5 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	8.50	8.50
1.00	0.04	0.00	0.00	0.00	8.50	8.50
2.00	0.09	0.00	0.00	0.00	8.50	8.50
3.00	0.13	0.00	0.00	0.00	8.50	8.50
4.00	0.18	0.00	0.00	0.00	8.50	8.50
5.00	0.22	0.00	0.00	0.00	8.50	8.50
6.00	0.27	0.00	0.00	0.00	8.50	8.50
7.00	0.31	0.00	0.00	0.00	8.50	8.50
8.00	0.36	0.00	0.00	0.00	8.50	8.50
9.00	0.40	0.00	0.00	0.00	8.50	8.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
10.00	0.45	0.00	0.00	0.00	8.50	8.50
11.00	0.49	0.00	0.00	0.00	8.50	8.50
12.00	0.54	0.01	0.00	0.00	8.50	8.50
13.00	0.58	0.01	0.00	0.00	8.51	8.50
14.00	0.63	0.01	0.00	0.00	8.52	8.50
15.00	0.67	0.02	0.00	0.00	8.52	8.50
16.00	0.72	0.02	0.00	0.00	8.53	8.50
17.00	0.76	0.02	0.00	0.00	8.54	8.50
18.00	0.81	0.02	0.00	0.00	8.56	8.50
19.00	0.85	0.03	0.00	0.00	8.57	8.50
20.00	0.90	0.03	0.00	0.00	8.58	8.50
21.00	0.94	0.03	0.00	0.00	8.60	8.50
22.00	0.98	0.03	0.00	0.00	8.62	8.50
23.00	1.03	0.04	0.00	0.00	8.63	8.50
24.00	1.07	0.04	0.00	0.00	8.65	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.00	0.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Basin 1	8.65	24.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Basin 1	0.02	0.00	0.00	0.00	0.02	0.00

Project Name: The Oaks

Reviewer: CF

Project Number: 19-021

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr

Time Step: 0.016 hr, Iterations: 10

Basin 1: Basin 1

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 10 year

3 Day Rainfall: 10 inches

Area: 2.04 acres

Ground Storage: 2.12 inches

Time of Concentration: 0.5 hours

Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	0.08
9.50	0.16
10.00	0.30
10.50	0.44
11.00	0.59
11.50	0.76
12.00	0.85
12.50	0.99
13.00	1.21
13.50	1.55
14.00	1.99
14.50	2.56
15.00	3.22
15.50	3.95

Offsite Receiving Body: Offsite

Time (hr)	Stage (ft NGVD)
0.00	8.50
72.00	8.50

Structure: 1

From Basin: Basin 1

To Basin: Offsite

Structure Type: Gravity

Weir: Drop Inlet, Crest Elev = 13.5 ft NGVD, Diameter = 0 ft

Bleeder: V-Notch, Invert Elev = 9.6 ft NGVD, Top Elev = 10.1 ft NGVD

Angle = 6.5 deg

Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6

Pipe: Diameter = 1.25 ft, Manning's n = 0.013, Length = 62 ft

US Invert Elev = 9.6 ft NGVD, DS Invert Elev = 9.5 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	8.50	8.50
1.00	0.04	0.00	0.00	0.00	8.50	8.50
2.00	0.09	0.00	0.00	0.00	8.50	8.50
3.00	0.13	0.00	0.00	0.00	8.50	8.50
4.00	0.18	0.00	0.00	0.00	8.50	8.50
5.00	0.22	0.00	0.00	0.00	8.50	8.50
6.00	0.27	0.00	0.00	0.00	8.50	8.50
7.00	0.31	0.00	0.00	0.00	8.50	8.50
8.00	0.36	0.00	0.00	0.00	8.50	8.50
9.00	0.40	0.00	0.00	0.00	8.50	8.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
10.00	0.45	0.00	0.00	0.00	8.50	8.50
11.00	0.49	0.00	0.00	0.00	8.50	8.50
12.00	0.54	0.01	0.00	0.00	8.50	8.50
13.00	0.58	0.01	0.00	0.00	8.51	8.50
14.00	0.63	0.01	0.00	0.00	8.52	8.50
15.00	0.67	0.02	0.00	0.00	8.52	8.50
16.00	0.72	0.02	0.00	0.00	8.53	8.50
17.00	0.76	0.02	0.00	0.00	8.54	8.50
18.00	0.81	0.02	0.00	0.00	8.56	8.50
19.00	0.85	0.03	0.00	0.00	8.57	8.50
20.00	0.90	0.03	0.00	0.00	8.58	8.50
21.00	0.94	0.03	0.00	0.00	8.60	8.50
22.00	0.98	0.03	0.00	0.00	8.62	8.50
23.00	1.03	0.04	0.00	0.00	8.63	8.50
24.00	1.07	0.04	0.00	0.00	8.65	8.50
25.00	1.14	0.06	0.00	0.00	8.68	8.50
26.00	1.20	0.06	0.00	0.00	8.71	8.50
27.00	1.27	0.06	0.00	0.00	8.74	8.50
28.00	1.34	0.07	0.00	0.00	8.77	8.50
29.00	1.40	0.07	0.00	0.00	8.81	8.50
30.00	1.47	0.07	0.00	0.00	8.85	8.50
31.00	1.53	0.08	0.00	0.00	8.88	8.50
32.00	1.60	0.08	0.00	0.00	8.92	8.50
33.00	1.66	0.08	0.00	0.00	8.96	8.50
34.00	1.73	0.08	0.00	0.00	9.01	8.50
35.00	1.79	0.08	0.00	0.00	9.05	8.50
36.00	1.86	0.09	0.00	0.00	9.09	8.50
37.00	1.92	0.09	0.00	0.00	9.14	8.50
38.00	1.99	0.09	0.00	0.00	9.18	8.50
39.00	2.05	0.09	0.00	0.00	9.23	8.50
40.00	2.12	0.09	0.00	0.00	9.28	8.50
41.00	2.18	0.09	0.00	0.00	9.32	8.50
42.00	2.25	0.09	0.00	0.00	9.37	8.50
43.00	2.32	0.10	0.00	0.00	9.42	8.50
44.00	2.38	0.10	0.00	0.00	9.47	8.50
45.00	2.45	0.10	0.00	0.00	9.51	8.50
46.00	2.51	0.10	0.00	0.00	9.54	8.50
47.00	2.58	0.10	0.00	0.00	9.57	8.50
48.00	2.64	0.10	0.00	0.00	9.60	8.50
49.00	2.72	0.11	0.00	0.00	9.63	8.50
50.00	2.79	0.12	0.00	0.00	9.67	8.50
51.00	2.88	0.14	0.00	0.00	9.71	8.50
52.00	2.97	0.16	0.00	0.00	9.75	8.50
53.00	3.10	0.20	0.00	0.00	9.80	8.50
54.00	3.25	0.26	0.01	0.00	9.87	8.50
55.00	3.44	0.31	0.01	0.00	9.95	8.50
56.00	3.65	0.36	0.02	0.00	10.05	8.50
57.00	3.90	0.44	0.03	0.00	10.16	8.50
58.00	4.21	0.55	0.04	0.01	10.29	8.50
59.00	4.62	0.76	0.05	0.01	10.47	8.50
60.00	7.47	6.42	0.08	0.02	11.14	8.50
61.00	8.29	2.05	0.11	0.02	12.33	8.50
62.00	8.66	0.89	0.11	0.03	12.62	8.50
63.00	8.90	0.51	0.11	0.04	12.72	8.50
64.00	9.12	0.45	0.12	0.05	12.79	8.50
65.00	9.25	0.29	0.12	0.06	12.83	8.50
66.00	9.38	0.27	0.12	0.07	12.86	8.50
67.00	9.51	0.26	0.12	0.08	12.89	8.50
68.00	9.65	0.26	0.12	0.09	12.92	8.50
69.00	9.74	0.19	0.12	0.10	12.93	8.50
70.00	9.82	0.18	0.12	0.11	12.95	8.50
71.00	9.91	0.18	0.12	0.12	12.96	8.50
72.00	10.00	0.18	0.12	0.13	12.97	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
-------	-----------	-----------	-----------	-----------

1	0.12	72.00	0.00	0.00
---	------	-------	------	------

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Basin 1	12.97	72.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Basin 1	1.33	0.00	0.13	0.00	1.20	0.00

Project Name: The Oaks

Reviewer: CF

Project Number: 19-021

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr

Time Step: 0.016 hr, Iterations: 10

Basin 1: Basin 1

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 15 inches

Area: 2.04 acres

Ground Storage: 2.12 inches

Time of Concentration: 0.5 hours

Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	0.08
9.50	0.16
10.00	0.30
10.50	0.44
11.00	0.59
11.50	0.76
12.00	0.85
12.50	0.99
13.00	1.21
13.50	1.55
14.00	1.99
14.50	2.56
15.00	3.22
15.50	3.95

Offsite Receiving Body: Offsite

Time (hr)	Stage (ft NGVD)
0.00	8.50
72.00	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
=====	=====	=====	=====	=====

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
=====	=====	=====	=====	=====
Basin 1	14.14	72.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
=====	=====	=====	=====	=====	=====	=====
Basin 1	2.15	0.00	0.00	0.00	2.15	0.00

Privacy Act Statement (5 U.S.C. § 552a, as amended): AUTHORITY: The FAA is responsible for issuing a determination based on extensive analysis completed in accordance with 49 United States Code (USC) Section 44718. Title 14 of the Code of Federal Regulations (14 CFR), part 77 authorizes FAA to collect this information. PURPOSE(S): FAA will use the information provided to administer the Aeronautical Study Process. ROUTINE USE(S): In accordance with DOT's system of records notice, DOT/ALL 16 Mailing Management System & DOT/FAA 826 Petitions for Exemption, Other than Medical Exemption-Public Dockets, the information provided may be disclosed to officials within the Federal government and the public in general.

Form Approved OMB No. 2120-0001
Expiration Date: 04/30/2023

SUPPLEMENTAL NOTICE

Submission Instructions: For Advance Notice of Actual Construction or Alteration. Complete items 1, 2, 3A (1), 3A(2), and 6. If applicable, also complete items 4 and 5. Detach Part 1. Fold and tape at bottom. Mail to the FAA Regional Office for your area. Part 1A is provided for your file.		Aeronautical Study No.																			
U.S. Department of Transportation Federal Aviation Administration Notice of Actual Construction or Alteration <i>(Please Type or Print on this Form)</i>																					
1. Construction																					
A. Type and Description of Construction ☒ New ☐ Alteration		B. Owner of Structure SMI FINANCIAL MINISTRIES INC																			
2. Construction Location -- Height																					
A. Coordinates <i>(To hundredths of seconds, if known)</i> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">Latitude</th> <th colspan="3" style="text-align: center;">Longitude</th> </tr> <tr> <th style="text-align: center;">°</th> <th style="text-align: center;">'</th> <th style="text-align: center;">"</th> <th style="text-align: center;">°</th> <th style="text-align: center;">'</th> <th style="text-align: center;">"</th> </tr> <tr> <td style="text-align: center;">26</td> <td style="text-align: center;">39</td> <td style="text-align: center;">24.6</td> <td style="text-align: center;">80</td> <td style="text-align: center;">05</td> <td style="text-align: center;">16.0</td> </tr> </table>		Latitude			Longitude			°	'	"	°	'	"	26	39	24.6	80	05	16.0	B. Location <i>(City, State, include Street Address if any)</i> 1212 S Congress Ave, Palm Springs 33406	
Latitude			Longitude																		
°	'	"	°	'	"																
26	39	24.6	80	05	16.0																
C. Construction Heights <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">Site Elevation</th> <th style="width: 50%; text-align: center;">Total Height (Structure & Site) Above Mean Sea Level</th> </tr> <tr> <td style="text-align: center;"> 9.8 Ft. AMSL Structure Height </td> <td style="text-align: center;"> 50 Ft. AMSL </td> </tr> </table>		Site Elevation	Total Height (Structure & Site) Above Mean Sea Level	9.8 Ft. AMSL Structure Height	50 Ft. AMSL	F. Name of Nearest Public-Use or Military Airport <i>(include Distance and Direction from the Airport)</i> Lantana Airport (7 miles south of site)															
Site Elevation	Total Height (Structure & Site) Above Mean Sea Level																				
9.8 Ft. AMSL Structure Height	50 Ft. AMSL																				
D. Site Elevation Determined By ☒ Actual Survey ☐ USGS 7.5' Quad Chart ☐ Other <i>(Specify)</i>		E. Reference datum of coordinates ☐ NAD 27 ☐ NAD 83 ☐ Other <i>(Specify)</i>																			
3. Construction Notifications																					
A. Notification (Notice Is Critical to Flight Safety --- FAR Part 77 Required) ★		B. Construction/Project																			
(1) Construction will start (Submit at least 48 hrs. in advance)		Date Sep 15, 2021																			
(2) Estimated Completion		Date Oct 15, 2022																			
(3) Structure Reached Greatest Height <i>(Submit within 5 days)</i>		(2) Construction Dismantled																			
4. Marking and Lighting																					
A. Marked ☐ Yes ☐ No ☐ Temporary		B. Lighted ☐ Medium Intensity White ☐ Dual (Medium Intensity White & Red) ☐ High Intensity White ☐ Dual (High Intensity White & Red) ☐ Red ☐ None																			
5. Antenna Requiring FCC License																					
A. Call Sign		B. Frequency																			
C. Date Applied for FCC Construction Permit		D. Date Construction Permit Issued																			
6. Preparer's Certification																					
Submitted by: (If submitted by a proponent's representative, please also complete item B.)	A. Proponent's Representative Name: David A. Seabrooke, President - Address: SMI Financial Ministries, Inc. 950 Hyacinth Drive Delray Beach, FL 33483 Tel. No.: (Include Area Code) 212-924-9020		B. Construction Proponent Name: Address: Tel. No.: (Include Area Code)																		
	I hereby certify that the information provided is true, complete, and correct to the best of my knowledge.																				
	Signature		Title President of SMI Financial Ministries Inc																		
Date Dec 9/2020		Date																			
Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of \$1,000 per day until the notice is received, pursuant to 49 U. & C., Section 46301(a).																					



**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



printed on sustainable
and recycled paper

July 2, 2020

Robert F. Rennebaum, PE
Simmons & White, Inc.
2581 Metrocentre Blvd., Suite 3
West Palm Beach, FL 33407

**RE: The Oaks Adult Living Facility
Project #: 200613
Traffic Performance Standards Review**

Dear Mr. Rennebaum:

The Palm Beach County Traffic Division has reviewed **The Oaks Adult Living Facility** Traffic Impact Statement, dated April 2, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	East side of Congress Avenue, about 0.37 miles north of Forest Hill Blvd
PCN:	70-43-44-08-10-002-0010
Access:	Right-in/right-out access driveway connection onto Congress Avenue <u>(As used in the study and is NOT an approval by the County through this letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Assisted Living Facility = 72 Beds
New Daily Trips:	187
New Peak Hour Trips:	14 (9/5) AM; 19 (7/12) PM
Build-out:	December 31, 2024

Based on our review, the Traffic Division has determined that the proposed project will have a net impact of less than 20 peak hour trips, and therefore, a detailed traffic study is not required. Please note an FDOT conceptual driveway pre-approval letter must be provided for the access connection onto Congress Avenue for the proposed land use.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.



Robert F. Rennebaum, PE
July 2, 2020
Page 2

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

Sincerely,

A handwritten signature in black ink, reading "Quazi Bari".

Quazi Bari, P.E., PTOE
Manager – Growth Management
Traffic Division

QB:HA:rb

cc: Addressee
Kim Glas-Castro, Director of Planning, Zoning & Building, Village of Palm Springs
Hanane Akif, E.I., Project Coordinator II, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2020\200613 - THE OAKS ADULT LIVING FACILITY.DOCX



Village of Palm Springs

"a great place to call home"

Planning, Zoning & Building

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4016 • Fax 561.439.4132

December 28, 2020

Rebecca Miller
MPLD Consulting
528 Northwood Road
West Palm Beach, FL 33407

RE: Tolling of Expiration of Building Permit, Site Work Permit, Utility-Civil Plan and Site Plan: The Oaks at Palm Springs Assisted Living Facility – Permits # 201701619 and 201701674 and Resolution No. 2017-30

Dear Ms. Miller:

As you have pointed out, there is a Governor's Executive Order declaring a State of Emergency impacting Palm Beach County. Executive Order Number 20-52, effective March 9, 2020 for a 60-day period, as a result of the COVID-10 pandemic, was amended and/or extended by Executive Orders 20-114, 20-166, 20-191, 20-213 and 20-276. Pursuant to Section 252.363, F.S., therefore, the effectiveness of the permits, as well as the site plan and build out date is tolled for 299 days and 6 months.

The Oaks at Palm Springs mixed use site plan was approved by the Village Council via Resolution No. 2017-30 on June 8, 2017. Continued effectiveness of the site plan requires completion of the construction project, or continued effectiveness of the building permit (#201701619).

This serves as Village acknowledgement that The Oaks approvals are extended (or tolled) approximately 299 days plus 6 months as follows:

- Permit # 201701619 is extended from May 25, 2020 to September 20, 2021.
- Permit # 201701674 is extended from May 25, 2020 to September 20, 2021.
- Project Build-out date is extended from December 31, 2024 to April 26, 2026.
- Conditions of approval of Resolution No. 2017-30 and Site Plan SPR17-04 remain in effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kim Glas-Castro, AICP LEED AP
Planning, Zoning & Building Director

January 5, 2021

To: Iramis Cabrera, Village of Palm Springs Planner

From: Tara Bamber, PE 

**Re: The Oaks at Palm Springs
Revised Site Plan Approval Letter
Engenuity Group Project No. 6001.102**

We have received the following on 12-29-21 through WeTransfer:

1. Landscape Plan, 2 sheets (LI-1, LP-1, LP-2, LP-3), revised 11-25-20, by Schmidt Nichols.
2. Site Plan, 1 sheet (A1.0), revised 12-7-20, by Donahue Architecture and Design.
3. Response to Comments Letter, 5 pages, dated 12-11-20, by Miller Permitting & Land Development

We recommend Site Plan approval with the following conditions:

1. The Water Management Calculations shall be updated per Final Civil Plans at time of Civil/Utility permitting.
2. Root barriers shall be provided adjacent to the trees at the south property line and shall be installed at time of exfiltration installation.

If you should have any questions, please give me a call at 561-655-1151.

**Cc: Kim Glas-Castro
Lisa Tropepe, PE**

October 2, 2020

Good afternoon Iramis,

LWDD has no objection to the certification of this petition. It is located north of the L-7 canal and is not adjacent.

Thank you for allowing LWDD to comment on this project.

Warm regards,

Anne

Anne H. Perry

Anne Perry | Right-of-Way Specialist

Lake Worth Drainage District | 13081 Military Trail | Delray Beach, Florida 33484

Direct Line | 561.819.5577 | Main Line 561.498. 5363 | Fax | 561.495.9694



10/7/2020

PBCWUD has no additional comments or conditions for approval.

My previous comments remain and will be addresses during PBCWUD plan approval

- No trees in PBCUE
 - Casing for watermain under wall required
 - -10' minimum separation from exfiltration trench and watermain
- Thank you

Jackie Michels, P.E.
Project Manager
Palm Beach County Water Utilities
8100 Forest Hill Blvd.
West Palm Beach, Florida 33416
Phone (561) 493-6116
JMichels@pbwater.com

10-7-2020

Hello,

The proposed residential development is seeking to construct approximately a 2 story building located on 1212 S. Congress Ave. From the description provided to the Department, the property is located off of Congress Ave. and north of Forest Hill Blvd. beyond the Airport Land Use Noise Zone (ALUNZ) for Palm Beach International Airport. However, it appears the proposed development is located in the Airport Regulated Area Zone 1 and 3 for PBIA.

Any project with height concerns (two stories or more) in Zone 1 and Zone 3 must comply with FAA regulations. It is required the applicant fill out Form 7460, Notice of Actual Construction or Alteration. Form 7460 is available online on FAA website at the link <https://oeaaa.faa.gov>. FAA will perform an aeronautical study to determine if the proposed development will be a hazard to air navigation. Once FAA has provided a decision, the applicant must provide DOA a copy of their results with their application.

Thank you

Wil Hicks

Technical Services Coordinator

561-471-7491

Good afternoon,

Based on where the dumpster is at the can will have to be rolled out to be serviced which means we can only put a 4yd on wheels.

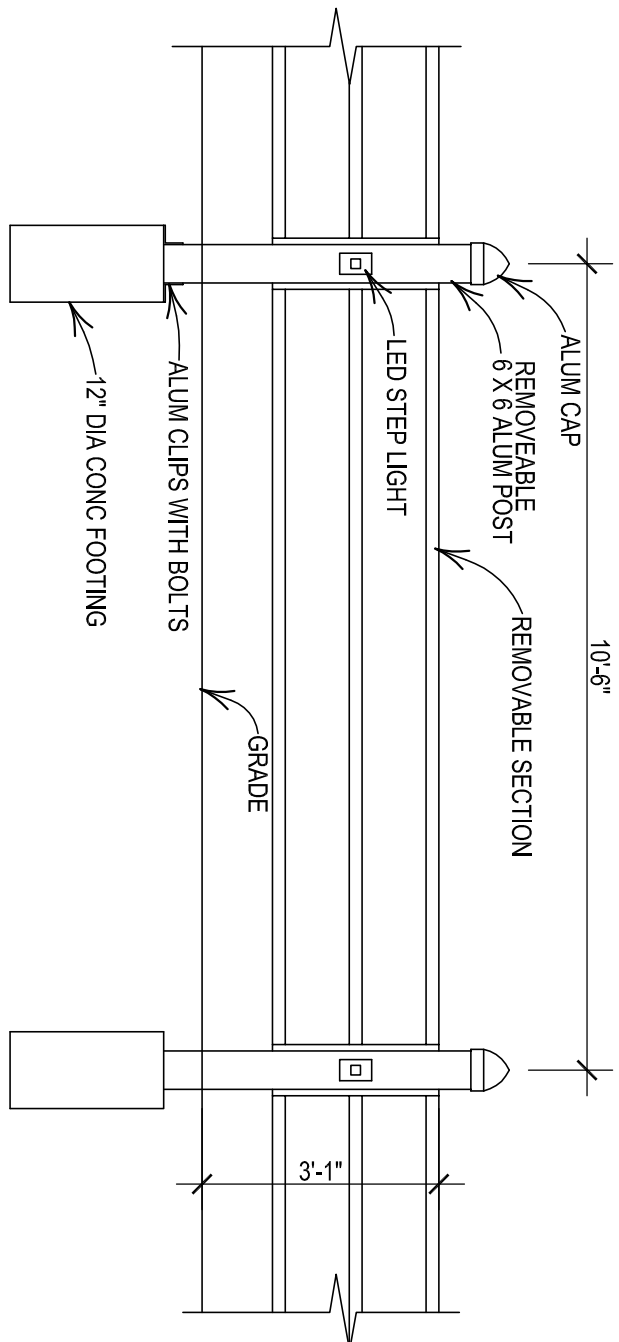
Chris Schulle

Division Manager

Office # 561-688-8912

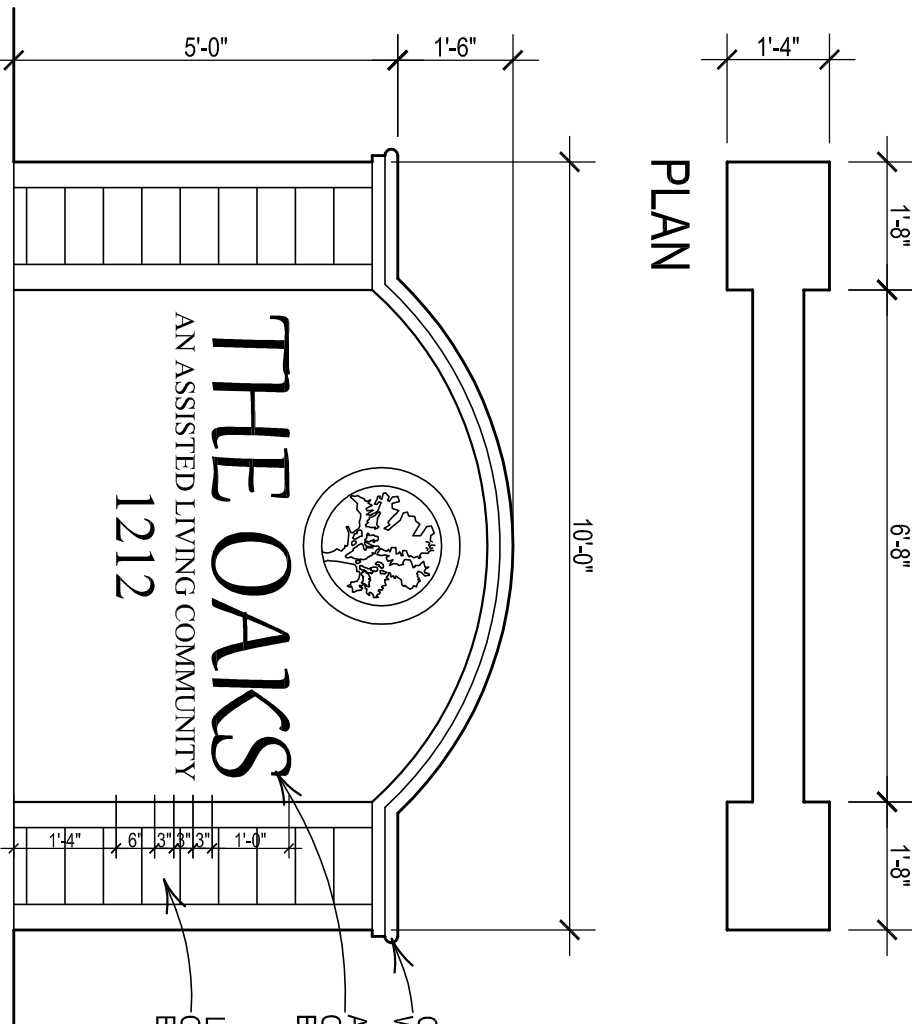
Fax # 561-688-8914

Cell # 772-216-4876



Technical drawing of a gate assembly with the following dimensions and specifications:

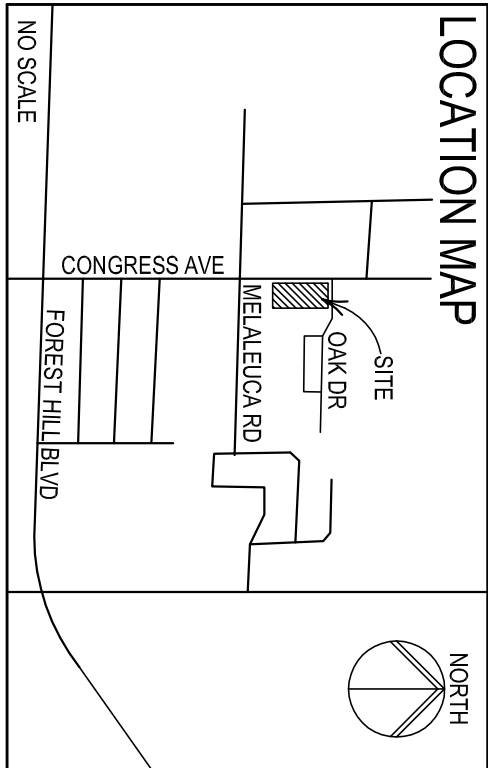
- Overall width: 10'-9"
- Overall height: 10'-0"
- Top section height: 3'-0"
- Bottom section height: 4'-0"
- Side section height: 3'-0"
- Material specifications:
 - STUCCO COPING ON ALL 4 SIDES
 - STUCCO ON CONCRETE BLOCK COLOR TO MATCH BUILDING
 - ALUMINUM OR STEEL COVERED GATES COLOR TO MATCH BUILDING



ELEVATION

PROJECT SIGN

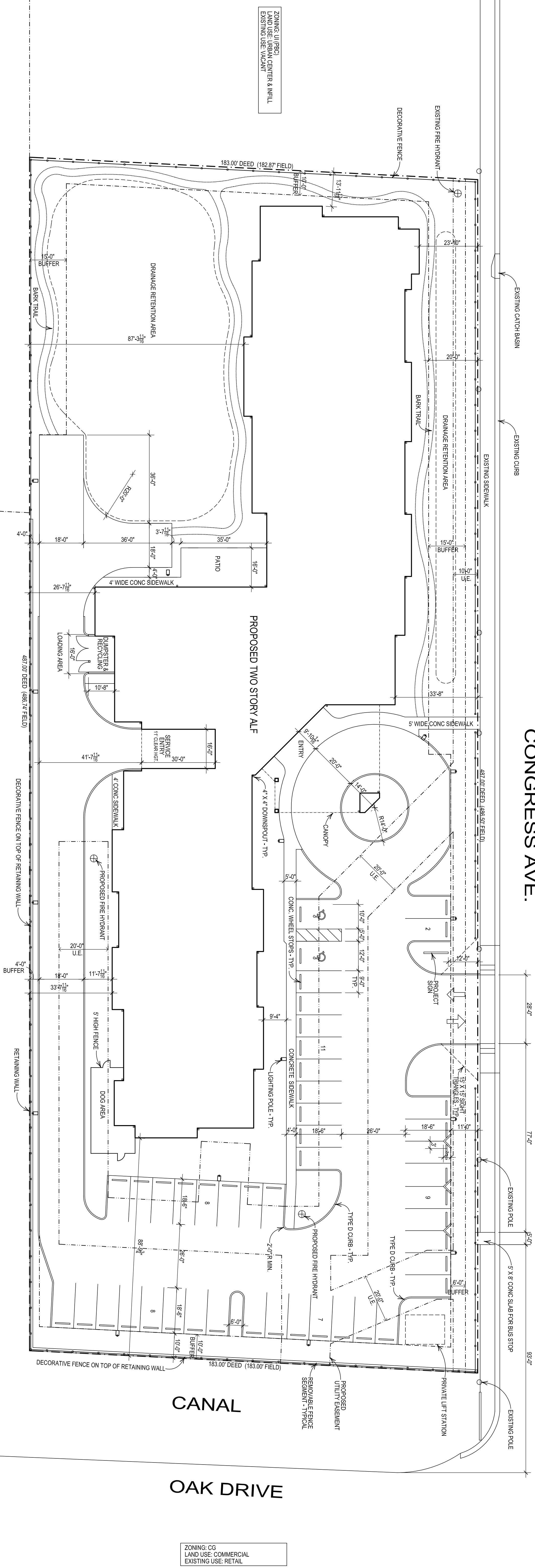
ZONING: CG (PS)
LAND USE: COMMERCIAL
EXISTING USE: PRIVATE SCHOOL

[illegible]

PARKING DATA	
USE	REQUIREMENT
ADULT LIVING FACILITY	16 RESIDENTS (1 SPACE/RES)
COMMERCIAL USES	20 EMPLOYEES (1 SPACE/SHIFT)
ADULT DAYCARE	1 TEMPLOYEE
CHILD DAYCARE	1 SPACE/TEMPLOYEE (1 SPACE/2 CHILDREN)
HIGH SCHOOL	1 SPACE/200 ST (400 ST)
BISTRO	1 SPACE/30 SEATING (1 SEAT/15)
GRILL SHOP	1 SPACE/200 ST (122 ST)
TOTAL REQUIRED	40 SPACES
HC SPACES PROVIDED	2 SPACES
HC SPACES REQUIRED	38 SPACES

WAIVERS REQUESTED			
CODE	REQUIRED	PROPOSED	WAIVER
SEMI BUFFER, SEC. 34.02	15' WIDTH	6' WIDTH	4'
EMERGENCY, SEC. 34.02	TO WIDTH	4' WIDTH	
SEMI BUFFER, SEC. 34.02	15' H.T. O.C.	10' H.T.	16' H.T.
EMERGENCY, SEC. 34.02	TO WIDTH	4' WIDTH	

WAWAVERS REQUESTED			
CODE SECTION	REQUIRED	PROPOSED	WAWAVER
WEST BUFFER - SEC. 34-162	15' WIDTH	6' WIDTH	4'
EAST BUFFER - SEC. 34-162	10' WIDTH	4' WIDTH	6'
EAST BUFFER - SEC. 34-162	1 TREE AT 20' O.C.	0 TREES	16 TREES
SOUTH SETBACK	15' WIDTH	13'x11' 3/4" W/TH	10, 0.266'



ZONING: UI (PBC)
LAND USE: LOW RESIDENTIAL 3
EXISTING USE: SINGLE FAMILY RES

ZONING: UI (PBC)
LAND USE: URBAN CENTER & INFILL
EXISTING USE: CANAL

FOUNTAIN
CANAL

FOUNTAIN

CANAL

ZONING: RS (PBC)
LAND USE: LOW RESIDENTIAL 3
EXISTING USE: SINGLE FAMILY RES.

ZONING: RS (PBC)
LAND USE: LOW RESIDENTIAL 3
EXISTING USE: SINGLE FAMILY RES.

NORTH

COPYRIGHT 2011, CORI S. CROSS, ARCHITECT
THE CONTENT OF THESE DRAWINGS IS OWNED BY THE ARCHITECT AND
SHALL NOT BE USED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT
EXCEPT FOR THE CONSTRUCTION OF THIS PARTICULAR PROJECT.

SITE PLAN

SCALE 1" = 20'-0"

TO THE BEST OF MY KNOWLEDGE
THESE DRAWINGS COMPLY WITH
APPLICABLE BUILDING CODES

CORY S CROSS

A1



**CORY S. CROSS
ARCHITECT**

AR 11264
2560 Pepperwood Circle S., North Palm Beach, FL 33410
561-281-0960

NEW BUILDING FOR
THE OAKS
ADULT LIVING FACILITY
1212 S. CONGRESS AVE., PALM SPRINGS, FL 33406

REVISIONS

DRAWN CC

CHECKED CSC

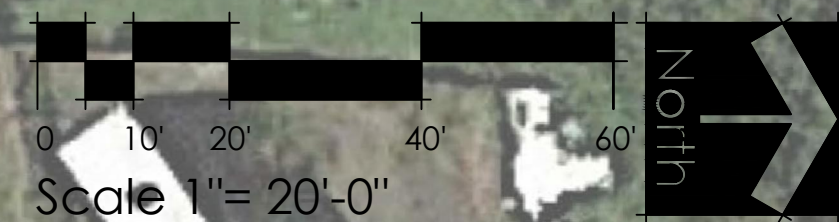
DATED

7/7/11

15003

SHEET

SHEET





MAIN ENTRANCE

PH 561.789.8019

DPR AA26002695

2701 N.W. Boca Raton Blvd,

Suite 211

Boca Raton, Florida 33431

DonahueAD.com

donahue[®]

architecture and design

PROJECT NAME

THE OAKS II
ADULT LIVING
FACILITY

1212 S. CONGRESS AVE
PALM SPRINGS, FL 33406

CONGRESS OAKS
DEVELOPMENT GROUP II, LLC

KEY PLAN

SHEET REVISIONS

NO.	DESCRIPTION	DATE
△		
△		
△		
△		
△		
△		
△		

SEAL

REGISTERED ARCHITECT
KEVIN P. DONAHUE, AIA, NCARB, LEED AP
AR 0011399

PROJECT NO.
ISSUE DATE

07-14-20

ISSUE

SITE PLAN
AMENDMENT

SHEET TITLE

3D VIEWS

NO SCALE

SHEET

A2.00.03



SOUTHEAST COURT

donahue[®]

architecture and design

PH 561.789.8019

DPR AA26002695

2701 N.W. Boca Raton Blvd,

Suite 211

Boca Raton, Florida 33431

DonahueAD.com

PROJECT NAME

THE OAKS II
ADULT LIVING
FACILITY

1212 S. CONGRESS AVE
PALM SPRINGS, FL 33406

CONGRESS OAKS
DEVELOPMENT GROUP II, LLC

KEY PLAN

SHEET REVISIONS

NO.	DESCRIPTION	DATE
△		
△		
△		
△		
△		
△		
△		

SEAL

REGISTERED ARCHITECT
KEVIN P. DONAHUE, AIA, NCARB, LEED AP
AR 0011399

PROJECT NO.
ISSUE DATE

07-14-20

ISSUE

SITE PLAN
AMENDMENT

SHEET TITLE

3D VIEWS

NO SCALE

SHEET

A2.00.04



AERIAL 3D VIEW-LOOKING TO S.E



PH 561.789.8019
DPR AA2002695
2701 N.W. Boca Raton Blvd,
Suite 211
Boca Raton, Florida 33431
DonahueAD.com

PROJECT NAME

THE OAKS II
ADULT LIVING
FACILITY

1212 S. CONGRESS AVE
PALM SPRINGS, FL 33406

CONGRESS OAKS
DEVELOPMENT GROUP II, LLC

KEY PLAN

NO.	DESCRIPTION	DATE
△		
△		
△		
△		
△		
△		
△		

SEAL

REGISTERED ARCHITECT
KEVIN P. DONAHUE, AIA, NCARB, LEED AP
AR 0011399

PROJECT NO.
ISSUE DATE

07-14-20

ISSUE

SITE PLAN
AMENDMENT

SHEET TITLE

3D VIEWS

NO SCALE

SHEET

A2.00.02

Prepared By:
Mark J. LaBate, Esquire
2744 East Commercial Boulevard,
Ft. Lauderdale, Florida 33308
Telephone (954) 545-3605

Parcel Control No. 70-43-44-08-1 0-002-00 1 0

-----[Space Above This Line For Recording Data]-----

QUIT-CLAIM DEED

THIS WARRANTY DEED, made effective the 7th day of December, 2020, by and between SMI Financial Ministries, Inc., a Florida not-for-profit corporation, Grantor, whose address is 950 Hyacinth Drive, Delray Beach, Florida 33483; and Congress Realty Developments, LLC, a Florida limited liability company, whose address is 950 Hyacinth Drive, Delray Beach, Florida 33483, which is wholly-owned by David Seabrooke, the 100% owner of Grantor, **said limited liability company serving as a conduit entity within the meaning of Florida Statute 201.02,**

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Palm Beach County, Florida, to wit:

The West 200 feet of Lot 1 (LESS the North 25 feet and right of way of State Road 807); and the West 200 feet of Lots 2, 3, and 20, and the West 200 feet of the North 22.4 feet of Lot 21 (LESS right of way of State Road 807) in Block 2, LAGUNA PARK ADDITION NO. 1, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 21, Page 53.

The preparer of this Warranty Deed was neither furnished with, nor requested to review an abstract or title search on the described real property, and therefore, expresses no opinion as to the condition of title.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,

except current real property taxes.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

SMI FINANCIAL MINISTRIES, INC., a Florida not-for-profit corporation.

MARK J. LABATE /Witness

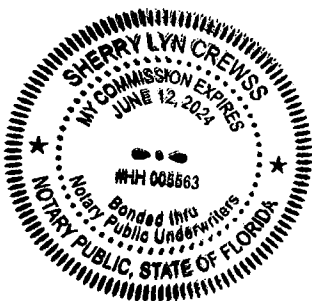
By:

David Seabrooke President

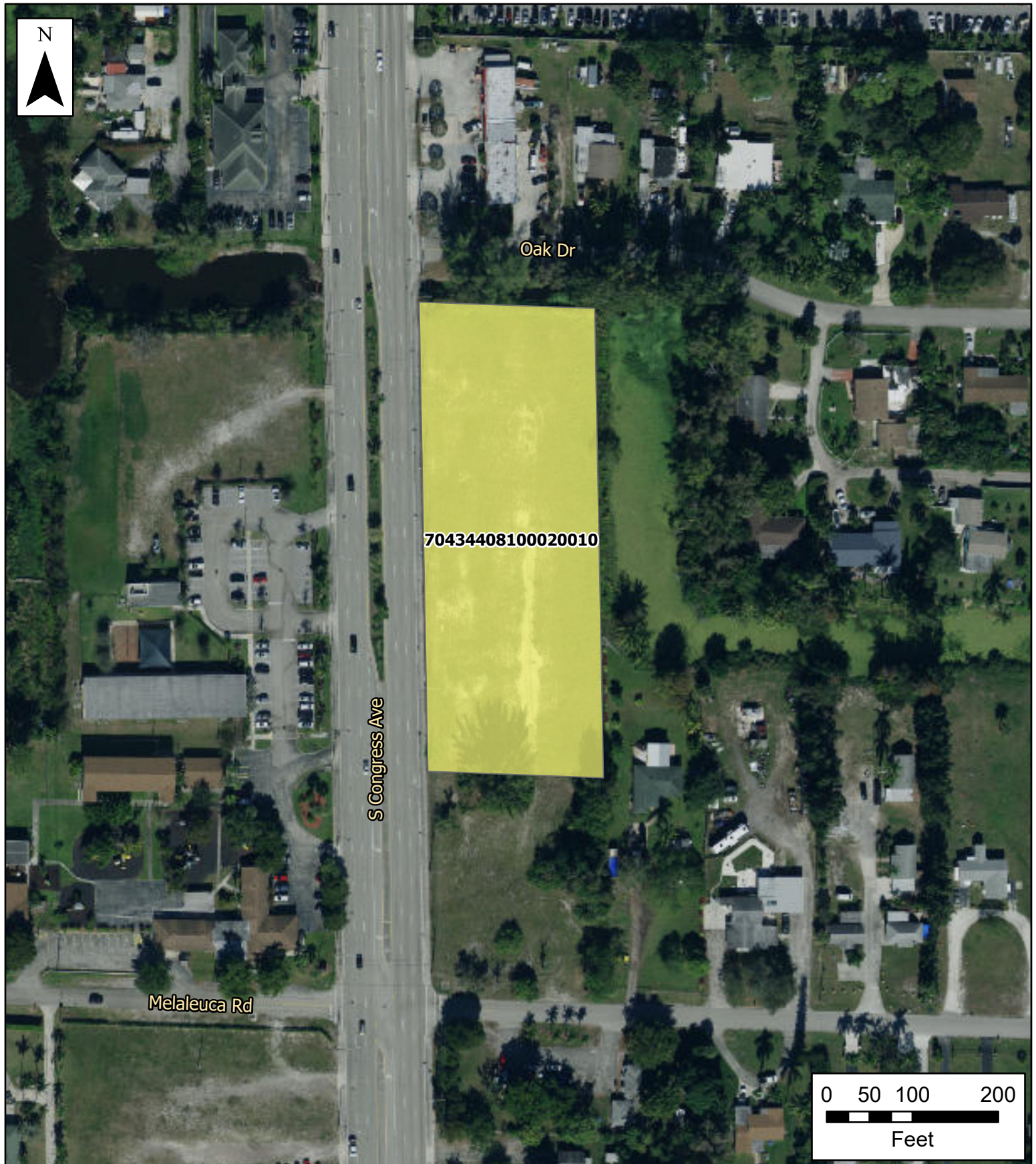
Sherry Lyn Crews /Witness

STATE OF FLORIDA
COUNTY OF Broward

THE FOREGOING INSTRUMENT was acknowledged before me through physical presence on December 7, 2020, by DAVID SEABROOKE, as President of SMI FINANCIAL MINISTRIES, INC., a Florida a not-for-profit corporation, as the act and deed of the corporation. He is either personally known to me, OR produced Fl. Driver's License as identification.



[Signature]
NOTARY PUBLIC



Village of Palm Springs

1212 S Congress Ave "The Oaks II"

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

 Property Boundary

Data Source: Property boundary provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.

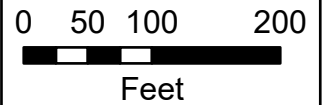


Oak Dr

70434408100020010

S Congress Ave

Melaleuca Rd



Village of Palm Springs

1212 S Congress Ave "The Oaks II"

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

-  Parcels
-  Property Boundary

Data Source: Parcels (and property boundary) provided by Palm Beach County