



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
FEBRUARY 9, 2023
6:30 PM**

COUNCIL

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

ADMINISTRATION

- ☐ Village Manager Michael Bornstein
- ☐ Village Attorney Glen Torcivia
- ☐ Village Clerk Kimberly Wynn

If a person decides to appeal any decision made by the Council concerning any considered matter, they will need a record of the proceeding. For such purposes, they may need to ensure that a verbatim record of the proceedings is available. The recording includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
--------	--------	------

CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. **December 8, 2022 Village Council Regular Meeting Minutes:** Motion for approval of December 8, 2022, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn

2. **Resolution No. 2023-07 - Modified Village of Palm Springs Emergency Management Plan (EMP):** Motion for approval of Resolution No. 2023-07 to modify the Village's processes and procedures, as the Palm Beach County Department of Emergency Management dictates, appoint newer Village departments with emergency responsibilities (Information Technology, Human Resources, Public Works, and Utilities (f/k/a Public Services), and resolve internal inconsistencies.
Staff: Kimberly Glas-Castro, Assistant Village Manager
3. **Change Order No. 1 - Lakewood Road (East) Stormwater Improvements Project (Task Order No. 249) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund) - Engenuity Group, Inc.:** Motion for Approval of Change Order No. 1 (Task Order No. 249) to provide a Purchase Order increase of \$13,500 for additional consulting services to obtain necessary easements for Engenuity Group, Inc. The Lakewood Road (East) Stormwater Improvements Project (Task Order 249) is funded by the Stormwater Enterprise Fund.
Staff: Timothy Crespo, Assistant Public Works Director
4. **Vacuum Sewer System (AIRVAC) Parts & Supplies Purchase - Single-Source Purchase - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Aqseptance Group, Inc. (AIRVAC):** Motion for approval of a single-source purchase agreement with Aqseptance Group, Inc. to buy parts and supplies would provide a 5% discount off the current listed price for all AIRVAC parts and Busch vacuum pumps, as well as fixed rates for the Busch "Exchange Plus" program. Funding to support purchases under this proposed contract is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director, Paul Ward, Assistant Director of Utilities
5. **Equipment Purchase (Task Order No. 266) - Cooperative Purchase - Utilities Department (FY 2023 Budget Funded) - Tradewinds Power Corp.:** Motion for approval for the purchase of one (1) Emergency Back Up Generator for Vacuum Station No. 1 and accept Tradewinds Power Corp price of \$103,718.00 thru the Florida Sheriff's Association & Florida Association of Counties (Bid No. FSA20EQU18.0). Funding for the proposed equipment purchase is available from the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Andrew Klausner, Project Coordinator
6. **Police Forfeiture Fund Donation:** Motion for approval of a request from the Police Department to donate \$9,250 to the Police Department's Explorer (PAL) program.
Staff: Tom Ceccarelli, Police Chief
7. **Amendment No. 2 to the Specialized Professional Services Agreement Land Management Software System Software Agreement for Code Enforcement**

Module Police Department (FY 2022-2023 General Fund) - MaintStar, Inc.:

Motion for approval of Amendment No. 2 to the Land Management System Software Agreement with MaintStar to include the Code Enforcement module for Code Enforcement - Police Department. The cost of licensing and professional services for the first year is \$30,000. The annual recurring cost is \$6,500 per year for a period of five (5) years, plus the option to receive additional online training for \$3,000. There is funding to support this request in the FY 2022-2023 budget.

Staff: Tom Ceccarelli, Police Chief

8. **Change Order No. 1 - Village Hall N Flex Space Buildout (Task Order No. 289) - Public Works Department (FY 2023 Budget Funded - General Fund) - E&F Florida Enterprises, Inc.:** Motion to approve Change Order No. 1 (Task Order No. 289) for the Village Hall N Flex Space Buildout, located at 226 Cypress Lane, for an extension to the contract time due to supply chain issues and building department delays. An extension of 154 days is being requested for a total contract time of 304 days to bring the date of Substantial Completion to February 2023.
Staff: Walter Sanchez, Project Manager
9. **Change Order No. 1 & No. 2 - Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building (Task Orders No. 260 & 261) - Public Works & Utilities Department (FY 2023 Budget Funded - General Fund and Water & Sewer Enterprise Fund) - Walker Design & Construction Co.:** Motion to approve Change Order No. 1 for the Kirk Road Storage Building for contract reconciliation with time extension and Change Order No. 2 for the Main Water Treatment Plant Storage Building for a contract time extension. A total of 256 days is being requested for this combined project due to supply chain issues for a total contract time of 556 days. The new Substantial Completion date would be February 2023.
Staff: Walter Sanchez, Project Manager
10. **Termination of Unity of Title - 2187 Prairie Road:** Motion to Approve a request from the applicant, Mary Jo Moore, located at 2187 Prairie Road, for the Village to release a Unity of Title originally recorded December 15, 2006, to the Palm Beach Clerk and Comptroller. The applicant is proposing to terminate the unity of title that joined the two residential parcels, to delineate two (2) individual single family lots and facilitate the development of the vacant lot.
Staff: Iramis Cabrera, PZB Director
11. **Fire Backflow Annual Test Services - 1st Amendment (Renewal) - Piggyback - Utilities Department (FY 2023 Water & Sewer Enterprise Fund) - Florida Fire and Backflow:** Motion to approve First Amendment to the Agreement with Florida Fire and Backflow to piggyback the Town of Longboat Key, Florida - Fire Backflow Annual Test - IFB 19-092 to extend the expiration to October 7, 2023. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director, Paul Ward, Assistant Director of Utilities

End of Consent Agenda....

Motion	Second	Vote
--------	--------	------

PRESENTATIONS

PUBLIC COMMENT (Three minute limit)

REGULAR AGENDA

PUBLIC HEARINGS

12. **(Second Reading/Quasi-Judicial Hearing) Ordinance No. 2023-01 - Land Use Amendment and Rezoning (Small-Scale) Collection Suites Palm Springs - 874, 884 & 964 South Congress Avenue:** Recommendation of approval of Ordinance No. 2023-01 to Village Council requesting a Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project.

Staff: Christian Melendez Berrios, PZ&B Technician

Motion	Second	Vote
--------	--------	------

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, MARCH 9, 2023
AT 6:30 PM**

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8419

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8421



**VILLAGE COUNCIL MEETING MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA
DECEMBER 8, 2022 AT 6:30 PM**

CALL TO ORDER:

Vice-Mayor Gunther called the Village Council Regular Meeting to order at 6:30 PM.

ROLL CALL:

Present: Vice-Mayor Doug Gunther, Mayor Pro Tem Joni Brinkman, Council Member Patti Waller, Council Member Gary Ready, Village Attorney Glen Torcivia, Village Manager Michael Bornstein, and Village Clerk Kimberly Wynn

Absent: Bev Smith, Mayor

Also present: Kim Glas-Castro, Assistant Village Manager; Police Chief Tom Ceccarelli, as Sergeant-at-Arms, Iramis Cabrera, Director of Planning, Zoning & Building, Justin Lucas, Director of Parks and Recreation, Utilities Director Dr. Jimmy Johnson, and Assistant Utilities Director Paul Ward.

INVOCATION:

The Village Manager, Michael Bornstein, delivered the Invocation.

PLEDGE OF ALLEGIANCE:

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Mr. Bornstein did not have any additions, deletions, or modifications to the Agenda.

Council Member Waller motioned to approve the agenda as presented. It was seconded by Mayor Pro Brinkman. The said motion carried 4-0.

CONSENT AGENDA

Vice-Mayor Gunther offered the public an opportunity to speak on the Consent Agenda. There were no comments from the public.

1. **November 8, 2022 Emergency Meeting Minutes:** Motion to approve November 8, 2022, minutes from the Village Council Emergency Meeting to declare a local state of emergency for Tropical Storm Nicole.
Staff: Kimberly Wynn, Village Clerk

2. **Agent of Record–Employee Benefits Broker Services Agreement – Piggyback (Amendment) – The Gehring Group, Inc.:** Approve the First Addendum to the Agreement for the Agent of Record Employee Benefits Broker Services with the Gehring Group piggybacking the City of Oakland Park - (Group Benefits Consultant/Agent of Record - RFP #052716) for \$30,000 per year (\$7,500 per quarter) for a Consultant to help in the selection of health insurance, dental insurance, vision insurance, and other ancillary products. The contract term is two (2) years, beginning November 5, 2022 and ending November 4, 2024. Funding to support this service is available within the FY 2023 Budget - General Fund and Water & Sewer Enterprise Fund.

Staff: Ashley Saingilus, Human Resources Director

SUMMARY: The Village uses a consultant to select health insurance, dental insurance, vision insurance, and other ancillary products. The Gehring Group currently provides employee benefits.

In March 2022, staff recommended the Village piggyback the current City of Oakland Park's contract awarded to Gehring Group, Inc. This selection by the City of Oakland Park was completed through a competitive selection process - Group Benefits Consultant/Agent of Record - (RFP #052716).

The Village accepted Gehring Groups Employee Insurance pricing by piggybacking the City of Oakland Park's contract, including all terms, conditions, and pricing therein. The term of the agreement expired on November 4, 2022, and provides for two (2) one (1) year renewal options. 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 City of Oakland Park has extended its agreement with Gehring Group. The agreement has been amended to the following language: "The Term of this Agreement shall be for a two (2) year period beginning November 5, 2022, ending November 4, 2024." The Village is seeking Council Approval to piggyback the City of Oakland Park's amendment to extend services with Gehring Group.

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 per Village Purchasing Code.

The Village has worked with the proposed vendor and has received excellent service and a quality product.

Fiscal Impact: Funding to support this service is available within the FY 2023 Budget - General Fund and Water & Sewer Enterprise Fund. 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.

Note: A flat annual consulting fee (equal to the estimated commission) will remain the same at \$30,000 (\$7,500 quarterly).

3. **Appointments to the Construction Board of Adjustment and Appeals:**
Approve the Appointment of Brandon Cabrera and Timothy Dornblaser as Regular Board Members for an unexpired term ending May 14, 2023, plus a three-year term ending May 14, 2026. Upon approval of the appointments, there will be one (1) Regular Board vacancy, one (1) Senior Board vacancy, and one (1) Junior Board vacancy.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: There are three (3) Regular board member vacancies and two (2) Alternate board member vacancies on the Construction Board of Adjustment and Appeals due to the resignation of Jerome Roal Small on July 7, 2022 (appointed as a Regular Member on July 11, 2020).

Mr. Brandon Cabrera has expressed an interest in serving as a Regular Member. Mr. Cabrera is self-employed as a Real Estate Developer and would be a valuable asset to the Board. If appointed, he would serve an unexpired term ending on May 14, 2023, plus an additional three-year term ending May 14, 2026.

Mr. Timothy Dornblaser has expressed an interest in serving as a Regular Member. Mr. Dornblaser is self-employed as a General Contractor for CGC Consultants of SFL, LLC, and would be a valuable asset to the Board. If appointed, he would serve an unexpired term ending on May 14, 2023, plus an additional three-year term ending May 14, 2026.

Note: Advisory Board Applications are on file in the Office of the Village Clerk.

If the appointments are approved, there would be one (1) Regular Member vacancy, one (1) Senior Alternate, and one (1) Junior Alternate vacancy on the Construction Board of Adjustment and Appeals.

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

4. **Re-Appointment of Alternate Special Magistrate William P. Doney and Approval of Professional Services Agreement:** Motion to re-appoint Mr. William P. Doney as the Alternate Special Magistrate and approve a Professional Services Agreement with Mr. William Doney, with Caldwell Pacetti Edwards Schoech & Viator LLP, for Alternate Code Enforcement Special Magistrate for the amount of two hundred and ten dollars (\$210.00) per hour. The term of the agreement is for one (1) year, with three (3), one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village. Funds to support this proposed service are available within the FY 2023 Budget - Professional Services - General Fund.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Mr. William P. Doney of Caldwell Pacetti Edwards Schoech & Viator LLP was appointed alternate special magistrate by the Village on October 15, 2015. Mr. Doney would be the Village's Alternate Special Magistrate if Ms. Diane James-Bigot, Special Magistrate (appointed April 11, 2019), cannot perform her duties on scheduled hearing days.

If approved, the Village would agree to compensate Mr. Doney, Alternate Code Enforcement Special Magistrate for services provided in the amount of two hundred and ten dollars (\$210.00) per hour. The Alternate Code Enforcement Special Magistrate shall not charge for travel time to and from hearings.

Mr. Doney is requested to be re-appointed to provide Alternate Code Enforcement Special Magistrate Services to the Village for one (1) year, with three (3), one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

Note: In accordance with Section 58-2. Exempt Purchases within the Village's procurement code, selection of the Special Magistrate is considered exempt from the competitive selection purchase requirements.

The proposed agreement was prepared by the Village Attorney and reviewed by the Village Clerk.

Fiscal Impact: Funds to support this proposed service are available within the FY 2023 Budget - Professional Services - General Fund.

5. **Re-Appointment of Code Enforcement Special Magistrate Ms. Diane James-Bigot and Approval of Professional Services Agreement:** Motion to re-appoint Ms. Diane James-Bigot as the Special Magistrate, and approve a Professional Services Agreement with Ms. Diane James-Bigot, with Law Offices of Diane James-Bigot, for Code Enforcement Special Magistrate for the amount of two hundred and ten dollars (\$210.00) per hour. The term of the agreement is for one (1) year, with three (3), one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: On October 13, 2011, Ms. Diane James-Bigot, was appointed as Code Enforcement Alternate Special Magistrate. Ms. James-Bigot, Law Offices of Diane James-Bigot, has served as the Village's Special Magistrate since April 11, 2019.

If approved, the Village would agree to compensate Ms. James-Bigot as the Code Enforcement Special Magistrate for services provided in the amount of two hundred and ten dollars (\$210.00) per hour. The Special Magistrate shall not charge for travel time to and from hearings.

Ms. James-Bigot is requested to be re-appointed to provide Special Magistrate Services to the Village for one (1) year, with three (3), one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

Note: In accordance with Section 58-2. Exempt Purchases within the Village's procurement code, selection of the Special Magistrate is considered exempt from the competitive selection purchase requirements.

The proposed agreement was prepared by the Village Attorney and reviewed by the Village Clerk.

Fiscal Impact: Funds to support this proposed service are available within the FY 2023 Budget - Professional Services - General Fund.

6. **Resolution No. 2022-52 - Announcement of Village of Palm Springs Municipal Election. Polling Locations & Establish Canvassing Board - Tuesday, March 14, 2023:** Motion for approval of Resolution No. 2022-52 announcing the Village of Palm Springs Municipal Election for District #4, Polling Locations and Establishing the Canvassing Board on Tuesday, March 14, 2023. If necessary, a Run-Off Election on Tuesday, March 28, 2022.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village's Municipal Elections have been announced to be held on Tuesday, March 14, 2023, with a possible run-off election date of Tuesday, March 28, 2023. Candidate qualifying was held from 12:00 pm (NOON) on Monday, November 7, 2022 and ended at 12:00 pm (NOON) on Monday, November 21, 2022.

Polling locations for the nine (9) precincts for the municipal election and runoff, if necessary, will be the same as those designated by the Palm Beach County Supervisor of Elections:

- Palm Springs Middle School - 5901 and 5902
- Oasis De Amor Baptist Church 5910 and 5912
- Palm Springs Village Hall - 5911
- Faith Presbyterian Church - 5908
- Holy Redeemer Episcopal Church - 5916, 5920 and 5921

Additionally, Wendy Link (or her designee), the Palm Beach County Supervisor of Elections, will serve as the Canvassing Board. The Canvassing Board will be responsible for attending the Logic & Accuracy Testing of Equipment demonstration prior to the Election as well as canvassing the ballots received (including absentee ballots and provisional ballots) and certifying the results of the Election after tabulation by the Supervisor of Elections.

It should be noted that the Village Clerk (or designee) will represent the Village at the PBC Elections facilities on all occasions as required.

Fiscal Impact: There is no direct fiscal impact on the Village because of this specific request.

7. **Resolution No. 2022-51 - Appointment to Palm Springs Community Redevelopment Agency (CRA) Board – Congress Avenue District Member:** Motion for approval of Resolution No. 2022-51 to appoint Dr. Fabiana DesRosiers to the Community Redevelopment Agency Board to represent the Congress Avenue Corridor to serve an unexpired term that ends November 21, 2023.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Currently, there is a CRA Board Member vacancy for the Congress Avenue District due to the resignation of Ms. Ejola Cook, who previously served as Vice President and Chief Administrative Officer of Off Lease Only. Ms. Cook's term would otherwise expire on November 21, 2023.

Dr. Fabiana DesRosiers has submitted an application expressing interest in serving as a CRA Board Member from the Congress Avenue District. Dr. DesRosiers is eligible to serve as a CRA Board Member as she serves as an officer of a commercial property/business (Chief Executive Officer) of the Hispanic Human Resources Council, which is located within the Congress Avenue District of the

Palm Springs CRA.

Note: The Palm Springs Community Redevelopment Agency (CRA), created in November 2019, was established by a Board that is made up of seven (7) members - five (5) Village Council members and two (2) additional community members (one from each CRA district).

Note: The approved CRA Board (as provided within Ordinance No. 2019-19 - November 14, 2019) provides that any person may be appointed as a board member if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the boundaries of the CRA.

If approved, Dr. DesRosiers would serve the remainder of the original four (4) year term, which expires on November 21, 2023, and will be considered for reappointment for a new term at that time.

Note: Dr. DesRosiers Board Application is on file in the Village Clerk's Office.

The proposed resolution was prepared by the Assistant CRA Director and reviewed by the Village Attorney.

Fiscal Impact: The proposed appointment does not have a fiscal impact to the Village.

8. **Motor and Pump Repair Services - Piggyback (Renewal) - Utilities Department (FY 2023 Budget Funded) - Tripp Electric Motors, Inc.:** Approve renewal of a piggyback agreement for Tripp Electric Motors, Inc., for an additional term that expires October 23, 2023, to employ the services to assist the Utilities Department in the repair of motors and pumps throughout the Village's wastewater collection system (i.e., lift station pumps to pump sewage) and two (2) water treatment plants (i.e., high service pumps to deliver drinking water to customers (Martin County - Motor and Pump Repair {RFB #2018-3087 – October 23, 2018}). Funding to support purchases under this proposed authority to purchase is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: It is necessary for the Utility Department to hire a vendor throughout the year to repair motors and pumps throughout the Village's wastewater collection system (lift station pumps to pump sewage) and two (2) water treatment plants (i.e., pumps used to deliver drinking water).

To ensure the lowest possible price, the staff recommends that the Village renew our ability to contract with Tripp Electric Motors, Inc. by continuing to piggyback

Martin County's contract award, which was recently extended to October 23, 2023.

Note: This selection by Martin County was originally completed through a competitive selection process – Motor and Pump Repair (RFB #2018-3087 – October 23, 2018). The extended piggyback contract (renewal) would provide the same pricing that the Village is currently receiving {All original bid documents provided on November 1, 2021, Village Council Meeting authorizing the initial piggyback agreement with Tripp Electric Motors [Martin County - Motor and Pump Repair (RFB #2018-3087 – October 23, 2018)] are available in the Village Clerk's Office}.

Tripp Electric Motors' pricing would be accepted by the Village if approved. It would allow the Village to continue purchasing by piggybacking on the Martin County contract, including all terms, conditions, and pricing. This contract expires on October 23, 2023. This is the second of two one- year renewal options. During the term of this contract, the Village will not exceed the amount in the approved budget for these goods and services.

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 amendment to the existing Agreement was prepared by the Village Attorney and reviewed by the Utilities Director and the Finance Director. The Village has worked with the proposed vendor in the past and has received excellent service.

Fiscal Impact: Funding to support purchases under this proposed authority to purchase is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. 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.

9. **Contract for Construction Manager at Risk Services - Kaufman Lynn Construction - Police Department Building Expansion (Task Order No. 269):** Approve a Contract for Construction Manager at Risk Services Agreement (RFP# 2022R-003 (Task Order No. 269) for Construction Manager at Risk Services with Kaufman Lynn Construction for the expansion of the Village of Palm Springs Police Department located at 230 Cypress Lane, which includes pre-construction and construction services along with a guaranteed maximum price (GMP) of the construction costs. Funding to support a construction manager for the Police Department building expansion is available within the FY 2023 Budget - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure

Surtax (Sales Tax) funds.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village staff is requesting approval of a Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc. to provide pre-construction and construction services for the expansion of the police department building, as well as a guaranteed maximum price (GMP) of the construction costs.

As Construction Manager for the Village, Kaufman Lynn will work with the architects, Song and Associates, to review construction drawings, specifications and schedules, and provide "value engineering" recommendations on design and materials to guide a building expansion that 1) will allow continued operations in the existing portion of the building during construction, 2) can be constructed within a 12-18 month timeframe based on supply chain knowledge, and 3) is within the Village's programmed budget.

Kaufman Lynn has a team of highly qualified pre-construction design professionals and experienced construction supervisors/project managers. In addition to preparing a construction budget, as Construction Managers, they will assist in procuring all materials and supplies per Village procedures, take the lead in bidding and awarding all trade contracts, provide full-time staff to coordinate and direct construction and represent Village interests in maintaining the project schedule and cost controls.

Compensation for Construction Manager at Risk services includes (as outlined in Article 7):

<u>Phase</u>	<u>Fee</u>
Pre-Construction	\$10,000 per month (not to exceed \$60,000)
Construction	to be included in GMP (subject to a contract amendment approved by the Village Council)

Note: Industry-wide construction management fees are typically in the range of 5%-15% of the construction costs.

Note: On September 22, 2022, through a Request for Proposals (RFP) for Construction Manager at Risk Services (RFP 2022R-003), the Village Council selected Kaufman Lynn Construction to serve as the Village's construction manager for the expansion of the police department building.

On May 19, 2022, the Village issued a Request for Proposals (RFP) for the Construction Manager at Risk Services (RFP 2022R-003). The purpose of this RFP was to award one company with a contract to provide the Village with pre-construction and construction services for the expansion of the police department building.

As a result, the Village received five (5) responses:

- Di Pompeo Construction Corporation – Pompano Beach, Florida
- Hedrick Brothers Construction – West Palm Beach, Florida
- Kaufman Lynn Construction – Delray Beach, Florida
- Pirtle Construction Company – West Palm Beach, Florida
- Sisca Construction Services, LLC. – West Palm Beach, Florida

The seven members of the Construction Manager at Risk Evaluation Committee, appointed by the Village Manager, included representatives from the Police Department, Public Services, Finance, and the Planning, Zoning & Building Department, which met on August 5, 2022, to review each submittal. Each firm's response was evaluated and scored based on:

- Related Building Experience
- The Volume of Previous Work
- Pre-Construction Services Staff
- Construction Services Staff
- Location of Firm's Offices

Based on the collective scoring of the proposal packages, the Committee unanimously determined that the top three (3) ranked firms should be invited to do a presentation and interview for the Evaluation Committee before final selection. Each firm could present relevant qualifications followed by a question and answer period.

The three firms selected were:

- Hedrick Brothers Construction – West Palm Beach, Florida
- Kaufman Lynn Construction – Delray Beach, Florida
- Pirtle Construction Company – West Palm Beach, Florida

Interviews with the three (3) firms were scheduled by the Procurement Specialist to take place on August 22, 2022. Hedrick Brothers Construction and Pirtle Company Construction withdrew their bid proposal. Ultimately, this left Kaufman Lynn Construction as the only firm that provided a presentation. Based on the total score and ranking from the qualification package and interviews, the Committee selected Kaufman Lynn Construction as the firm to recommend to the Village Council for approval to enter contract negotiation.

Note: All meetings were properly advertised, and the Palm Beach County Inspector General's Office was notified as required by PBC Code Sec. 2-423(8) – ARTICLE XII. INSPECTOR GENERAL.

The original contract was prepared by the Village Project Manager and reviewed by the Village Attorney and Assistant Village Manager. The final contract was prepared by the Village Attorney and Kaufman Lynn and reviewed by the Assistant Village Manager and Project Manager.

Fiscal Impact: Funding to support a construction manager for the Police Department building expansion is available within the FY 2023 Budget - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure Surtax (Sales Tax) funds.

This project is expected to extend into the next fiscal year (and possibly additional fiscal years) and will be included within the proposed FY 2024 Budget - General Fund. As a result, some of the expenditures for this project have been funded within the FY 2019, FY 2020, FY 2021, FY 2022, and FY 2023 Budget - General Fund.

10. **Houston-Galveston Area Council (H-GAC) Interlocal Cooperative**

Purchasing Program Membership: Approve an Interlocal Agreement allowing the Village to become a member of the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program to contract or agree under the terms of the Act to make purchases or to provide purchasing services and other administrative functions appropriately established by another government entity. No fiscal impact at this time. However; as a member of this purchasing cooperative, the opportunity exists to utilize awards that will increase efficiency and provide cost-savings. Staff: Justin Lucas, Director of Parks & Recreation

SUMMARY: The Houston-Galveston Area Council (H-GAC) is the largest of 24 Councils of Government (COG) in Texas, and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years.

H-GAC's Cooperative Purchasing Program, known as H-GAC Buy, was established pursuant to the Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the End User (local governments and certain non-profits) and HGAC Buy, and gives the End User access to H-GAC Buy contracts.

H-GAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States. H-GAC Buy contracts are

established based on the requirements of [Texas Local Government Code, Chapter 252]. Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are blanket type, usually for a term of two or three years. Use of H-GAC Buy for purchases by any end user is strictly at the discretion of that entity. End users issue their purchase orders to and pay to the H-GAC Buy Contractor.

A large number of municipal and county agencies are members of this purchasing cooperative, including the City of Greenacres, the Town of Lantana, the Village of Wellington, North Palm Beach, the Palm Beach County Sheriff's Office, and the Solid Waste Authority.

This interlocal and review of the H-GAC purchasing cooperative was reviewed by the Village Attorney and the Procurement Specialist.

Fiscal Impact: No fiscal impact at this time. However; as a member of this purchasing cooperative, the opportunity exists to utilize awards that will increase efficiency and provide cost-savings.

End of Consent Agenda....

Council Member Ready motioned to approve the Consent Agenda. Council Member Waller seconded the motion; and the said motion carried 4-0.

PRESENTATIONS

PUBLIC COMMENT

Vice-Mayor Gunther offered the public an opportunity to comment.

Dr. Sharad Walker, 3225 Congress Avenue, Palm Springs (Principal of Palm Beach Preparatory School) - Dr. Walker reported to the Council that Palm Beach Prep Charter School was recognized statewide for an accomplishment. The Council congratulated him on the school's achievement.

Hearing no further comment, Vice-Mayor Gunther closed public comment.

REGULAR AGENDA PUBLIC HEARINGS

11. **(Second Reading/Quasi-Judicial Hearing) Ordinance No. 2022-07 - Comprehensive Plan Amendment - Tenth Avenue Incubator Overlay:** Motion for approval of Ordinance No. 2022- 07 amending the Comprehensive Plan of the Village of Palm Springs, in accordance with the local government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161, et. Seq., Florida Statutes, amending the text of the Village's future land use element of the Comprehensive Plan to create the "Tenth Avenue Incubator Overlay (TAIO)". The

allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Planning, Zoning & Building Department (PZ&B) is proposing text amendments to the Future Land-Use Element to establish a Tenth Avenue Incubator Overlay (TAIO) in an effort to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial and/or light industrial in nature, designated in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road. The objective of the TAIO would be to promote the redevelopment of the properties by creating a distinct character and identity.

Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, considering the design elements and development standards outlined in the Village Land Development Regulations for the TAIO.

Projects that comply with the requirements of the TAIO may be approved in accordance with the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, are not obnoxious in nature, and are compatible with adjacent residential uses.

Rather than consider land-use changes on a parcel-by-parcel basis, which leads to concerns about compatibility and "spot zoning", an overlay approach is proposed to permit innovative designs in exchange for design and uses considerations.

The proposed TAIO (land development regulations and design requirements) was initially drafted by the property owner and was discussed with the PZ&B Director, the Assistant Village Manager, and the Village Manager. Staff has proposed various revisions to the property owner's suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Tenth Avenue Incubator Overlay provides the following:

- The buildings shall be designed in a manner with a harmonious architectural style with allowances for variations in color and design, to establish an identity for the unified planned development.
- The building façade(s) facing 10th Avenue North should be designed in a

- manner to resemble an office, retail, or showroom building.
- Bay doors shall be screened from adjacent residential uses and bay doors shall not face adjacent streets.
- Manufacturing and assembly portions of the design shall be conducted inside the principal structure(s), and activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor, and other conditions.
- The proposed TAIO encompasses 4 parcels and a total of 8.6075 acres. The area is designated in the Commercial Land Use category.

The proposed comprehensive plan amendment was submitted through the Palm Beach County Intergovernmental Plan Amendment Committee (IPARC) for intergovernmental review and no comments were received.

Note: Notifications were mailed to all property owners abutting the TAIO on July 19, 2022.

The Planning and Zoning Board considered this application during their August 9, 2022 meeting and recommended approval. The Local Planning Agency considered the proposed Comprehensive Plan Text Amendment on September 8, 2022 and recommended approval.

The proposed ordinance was approved on the 1st reading by the Village Council on September 8, 2022.

Note: Following approval on 1st reading by the Village Council, the proposed comprehensive plan text amendments were forwarded for state and regional agency review, including the Florida Department of Economic Opportunity (DEO) and Treasure Coast Regional Planning Council (TCRPC). No review comments were issued by the agencies.

The proposed ordinance is being presented for consideration on the 2nd and final reading.

Village Clerk Wynn, read the statement of advertisement into the record. Vice-Mayor Gunther asked the Council to disclose any ex parte communication. There was none. Village Clerk Wynn swore in the applicants. The staff stated that their presentation was provided at the First Reading. The applicant was present and stated that she did not have a presentation, but she was available for questions.

Village Attorney Torcivia read the title of the caption into the record. Vice-Mayor Gunther opened the meeting up for comments from the public and discussion from the Council. Council Member Ready asked about trailers that were parked in the lot for four (4) hours. The Agent for the Applicant could not provide an answer about why the trailers were in the lot for an extended amount of time.

Council Member Waller made a motion to approve Ordinance No. 2022-07. Council Member Ready seconded the said motion. There was a roll call vote as follows: Mayor Pro Tem Brinkman - Yes, Council Member Waller - Yes, Council Member Ready - Yes, and Vice-Mayor Gunther - Yes. The said motion carried 4-0.

Fiscal Impact: Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

12. **(Second Reading/Quasi-Judicial Hearing) Ordinance No. 2022-08 - Village Code Amendment - Chapter 34 - Tenth Avenue Incubator Overlay:** Motion for approval of Ordinance No. 2022- 08 amending the Village Code of Ordinances at Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental District Regulations", to establish provisions of a new Subdivision XI, "Tenth Avenue Incubator Overlay (TAIO)", specifically Sections 34-1090 – 34- 1099; to provide incentives for redevelopment located generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Planning, Zoning & Building Department is proposing amendments to the Land Development Regulations to establish a Tenth Avenue Incubator Overlay (TAIO) within a new Subdivision XI to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial or light industrial, designated in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only apply to Commercial General (CG) zoned properties fronting Tenth (10th) Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road. The objective of the TAIO would be to promote the redevelopment of the properties by creating a distinct character and identity.

Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, in consideration of the design elements and development standards outlined in the Village Land Development Regulations for the TAIO.

Projects that comply with the requirements of the TAIO may be approved under

the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, and is not obnoxious, and is compatible with adjacent residential uses.

Rather than consider land-use changes on a parcel-by-parcel basis, which leads to concerns about compatibility and "spot zoning," an overlay approach is proposed to be utilized to permit innovative designs in exchange for design and uses considerations.

The proposed TAIO (Land Development Regulations and design requirements) was initially drafted by the property owner and was discussed with the Planning, Zoning, and Building Director, the Assistant Village Manager, and the Village Manager. The staff has proposed various revisions to the property owner's suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Tenth Avenue Incubator Overlay provides the following:

- The buildings shall be designed in a manner with a harmonious architectural style with allowances for variations in color and design to establish an identity for the unified planned development.
- The building façade(s) facing 10th Avenue North should be designed in a manner to resemble an office, retail, or showroom building.
- Bay doors shall be screened from adjacent residential uses, and bay doors shall not face adjacent streets.
- Manufacturing and assembly portions of the design shall be conducted inside the principal structure(s), and activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor, and other conditions.

The proposed TAIO encompasses four (4) parcels and a total of 8.6075 acres. The area is designated in the Commercial Land-Use category.

Note: Notifications were mailed to all property owners abutting the TAIO on July 19, 2022. It was advertised in the Lake Worth Herald on August 4, August 25, and December 1, 2022.

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

The Planning & Zoning Board considered the requested land development regulations amendment during their August 9, 2022, meeting.

The proposed ordinance was approved on the 1st reading by the Village Council on September 8, 2022, and is being presented on the 2nd and final reading.

Village Clerk Wynn read the statement of advertisement into the record. Vice-Mayor Gunther asked the Council to disclose any ex parte communication.) There was none. Village Clerk Wynn swore in the applicants earlier (Item #11 & 12). The staff stated that their presentation was provided at the First Reading. The applicant was present and stated that she did not have a presentation, but she was available for questions.

Village Attorney Torcivia read the title of the caption into the record. Vice-Mayor Gunther opened the meeting up for comments from the public and discussion from the Council. Mayor Pro Tem Brinkman noted a change she wanted in the ordinance about hazardous materials (Section 12). The section should read as follows: Any operation that utilizes hazardous materials or creates hazardous waste shall comply with Sec. 34-1383" Village Code of Ordinances. Mayor Pro Tem Brinkman said the language protects the Village.

Fiscal Impact: Amending the Land Development Regulations to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

Vice-Mayor Gunther offered the public and Council an opportunity to speak. There was no further comment. Mayor Pro Tem Brinkman made a motion to approve Ordinance No. 2022-08 as amended. Council Member Ready seconded the said motion. There was a roll call vote as follows: Mayor Pro Tem Brinkman - Yes, Council Member Waller - Yes, Council Member Ready - Yes, and Vice-Mayor Gunther - Yes. The said motion carried 4-0.

13. **(Quasi-Judicial Hearing) Resolution No. 2022-50 - Sign Variances - McDonald's - 3671 South Congress Avenue:** Motion for approval of Resolution No. 2022-50 with conditions is submitted by Mr. Daryl Johnson, an agent for McDonald's (Corporate Office) in response to the request for five (5) sign variances. Two (2) digital menu board signs and two (2) digital presell signs will be installed at each drive-thru lane order point of the McDonald's fast food restaurant located at 3671 South Congress Avenue, one of each sign.
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Daryl Johnson, agent for the Applicant, McDonald's (Corporate Office), is requesting five (5) sign variances to install two (2) digital menu board signs and two (2) digital presell signs, one of each at each drive-thru lane order point, of the existing fast food restaurant located at 3671 South Congress Avenue.

The Corporate Office submits the proposed new digital menu signs to display graphics of menu items in various colors and prices, which, if approved, would be a deviation from the Village Code regarding electronic signs. The applicant has stated that the proposed sign text/copy will only change twice daily - when the menu changes from breakfast to lunch/dinner and vice versa. At this time, some

digital menu boards are being used by McDonald's within Palm Beach County (photos of the digital menu board within the agenda backup are from a sign installed at 2605 South Military Trail). The Village Council recently approved the same requested variances for the McDonald's site located at 3015 Forest Hill Boulevard (Resolution No. 2022-34 - August 18, 2022).

Note: The Village Council amended the sign code (Ordinance No. 2015-13 on May 14, 2015) to reduce the maximum size of electronic changeable copy signs (i.e., time & temperature signs at financial institutions, gas/fuel price signs, public service message signs on governmental/public/educational properties).

In September 2013, the Village Council authorized a sign variance for the restaurant (Resolution No. 2013-47):

- Permit a second rear drive-thru lane with a second menu board, a total of two menuboards, one in each drive-thru lane.

At this time, the applicant is seeking five (5) sign variances:

- **(PSV22-18)** - A request to allow an electronic changeable menu board and presell signs at each of the two (2) drive-thru lane order points. (Provides relief from Section 34-267 of the Village Code that limits changeable electronic signs to public service messages on governmental, public, or educational properties).
- **(PSV22-19)** - Request to allow four (4) changeable electronic signs (Provides relief from Section 34-267(d) of the Village Code that limits only one (1) electronic sign - per property).
- **(PSV22-20)** - Request to allow multiple colors and varying messages (menu items and price) (Provides relief from Section 34-267(i) from Village Code that limits changeable electronic signs to monochromatic, single messages).
- **(PSV22-21)** - to allow graphics and logos (Provides relief from Section 34-267(l) of the Village Code that permits only text and numbers on changeable electronic signs).
- **(PSV22-22)** - to allow 100% changeable copy area (Provides relief from Section 34-263(f) of the Village Code that limits changeable copy area to be 25% of the proposed sign area)
- Permitting commercial businesses to utilize changeable electronic signs.

Based on previous Village Council approvals and direction, the staff is concerned with establishing the following precedence:

- Allowing graphics on changeable electronic signs.

If approved, staff recommends that the proposed variances be conditioned to require the proposed signs to comply with Section 34-267 of the Village Code, which prohibits animation or video displays and requires sign messages to remain static for a minimum of six (6) seconds with instantaneous change of the display within one second or less.

Resolution No. 2022-50 was advertised in the Lake Worth Herald on December 1, 2022.

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

Village Clerk Wynn read the statement of advertisement on the record and the applicant was sworn in. Vice-Mayor Gunther called for ex parte communication for the Council. There was none. Ms. Cabrera read the staff report into the record. The applicant did not have a presentation, but stated he was available to answer questions.

Village Attorney Torcivia read the title of the caption into the record. Vice-Mayor Gunther opened the meeting for comments from the public and Council discussion. Council Member Ready asked if the drive-thru windows would offer a multi-lingual service. The applicant could not provide a definite response.

Mayor Pro Tem Brinkman made a motion to approve Resolution No. 2022-50. It was seconded by Council Member Waller. The said motion carried 4-0.

14. **Resolution No. 2022-48 - Preliminary Plat - Belmont - 1591 Kirk Road:** Motion for approval of a preliminary plat submitted by Ms. Martha Carter, the agent for D.R. Horton, Inc. ("Applicant"), to subdivide a multifamily property to delineate 42 individual townhouse lots, consistent with the site plan approved by the Village Council (Resolution No. 2022-08 - June 9, 2022), for the property located at 1591 Kirk Road.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Ms. Martha H. Carter, the agent for D.R. Horton, Inc., and applicant, has filed a preliminary plat to re-plat Lot 2, Lutheran Church - Kirk Road, as recorded in Plat Book 117, pages 181 and 182, Public Records of Palm Beach County, Florida and lying in Section 12, township 44 south, range 42 east, Village of Palm Springs, Palm Beach County, Florida. The applicant proposes subdividing the multifamily property to delineate 42 individual townhouse lots for fee-simple ownership, consistent with the site plan approved by the Village council (Resolution No. 2022-08 - June 9, 2022).

The Village Surveyor, Craven Thompson & Associates, Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The Planning & Zoning Board considered the proposed preliminary plat at their November 22, 2022, meeting and recommended approval.

A final plat will be presented to the Village Council if approved. Recording a plat is required before issuing an occupancy certificate.

Ms. Cabrera read the staff report into the record. She reported that the applicant requested to subdivide a multifamily property into twelve individual single family lots. The applicant was present to answer any questions. Village Attorney Torcivia read the title of the caption into the record.

Vice-Mayor Gunther noted that an advertisement statement was not required for this item. He opened the meeting for public comment and Council discussion.

Council Member Ready asked about the voluntary fee requested for new developments. He wanted to know if there were any objections from the Palm Beach County School Board. The applicant did not receive any objections from Palm Beach County School Board.

Council Member Ready made a motion to approve Resolution No. 2022-48. Mayor Pro Tem Brinkman seconded the said motion. The motion carried 4-0.

Fiscal Impact: There is no direct fiscal impact from the proposed plat.

15. **Resolution No. 2022-49 - Final Plat - 3673 Coconut Road:** Motion for approval of Resolution No. 2022-49, a request from Ms. Molly Brown, agent for BLP Homes LLC, the owner ("Applicant"), for a final plat to subdivide a multifamily property to delineate 12 individual single-family lots, consistent with the site plan approved by the Village Council (Resolution No. 2021-01 - January 14, 2021), for the property located at 3673 Coconut Road.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Ms. Molly Brown, agent for BLP Homes LLC, owner, has filed a final plat to re-plat the east one-half of tracts 22 and 23, in block 4, of Lakewood Gardens Plat No.1 (as recorded in Plat Book 18, Page 38 of the Public Records of Palm Beach County, Florida), less the east 165 feet of the North 60 feet of tract 22 lying in the southwest quarter (S.W. 1/4), of section 19, township 44 south, range 43 east, Village of Palm Springs, Palm Beach County, Florida. The applicant proposes subdividing the multifamily property to delineate 12 individual single-family lots, consistent with the site plan approved by the Village Council (Resolution No. 2021-01 - January 14, 2021).

The Village Surveyor, Engenuity Group Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The final plat is consistent with the preliminary plat approved by the Village Council (Resolution No. 2022-36 - October 6, 2022).

If approved, the final plat will be recorded in the public records of Palm Beach County before any sales of townhouse lots.

Fiscal Impact: There is no direct fiscal impact from the proposed plat.

Village Clerk Wynn read the statement of advertisement into the record. It was noted that the applicant was not present to give testimony. Staff presented their testimony and entered it into the record. Mayor Smith offered the public and Council an opportunity to speak on Resolution No. 2022-49. Council Member Ready asked if the development would be for ownership or renters. Ms. Cabrera advised the project is ownership.

Village Attorney Torcivia read the title of the caption into the record. Vice-Mayor Gunther clarified the scrivener's error in the Resolution. The correct resolution is 2022-49.

Mayor Pro Tem Brinkman motioned to approve Resolution No. 2022-49. Council Member Waller seconded the motion; and the said motion carried 4-0.

16. **(First Reading) Ordinance No. 2022- 13 - Village Code Amendment - Chapter 34 - Land Development - Article VI. Land Use. Section 34-890 - Home Occupations and Article IV. Signs. Section 34-328 - Wall, Under Canopy, and Window Signs:** Motion for approval of Ordinance No. 2022-13; amending Section 34-328 in the Village Code of Ordinances, to permit and regulate home-based businesses to conform to amendments to Florida Statute 559.955, and to the Home Occupation Code. To minimize adverse impacts from a zoning perspective on residential neighborhoods, Section 34-890 has been modified; and Section 34-328 has been amended to allow and regulate home-based business signage.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Planning, Zoning, and Building Department is requesting an amendment to the Village Code - Chapter 34 - to amend Home Occupation regulations that have been in place since 1994 and, additionally, amend the sign regulations to allow and regulate signage for home-based businesses.

The Florida Legislature, in its 2021 session, passed House Bill CS/HB 403: Home Based Business, prohibiting local governments from taking specific actions relating to the licensure and regulation of home-based businesses, including

specifying conditions under which a business is considered a home-based business; authorizing home-based businesses to operate in areas zoned for residential use; establishing those home-based businesses are subject to specific business taxes and allowing the prevailing party in challenges to recover specified attorney fees and costs.

House Bill 403 restricts local jurisdictions from overly regulating home-based businesses, but all businesses must establish compliance with all other local, state, and federal laws. In the Florida Statutes, Section 559.955 codifies the law that went into effect on July 1, 2021. To comply with state laws, the staff proposes amending the village code.

The current code regulates home occupations to restrict certain undesired businesses within a residential neighborhood and to keep those businesses within an appropriate zoning district. The new law prohibits regulation of these businesses, and more occupations will now be allowed to operate in residential zoning districts. Thus, the Village is amending its Home Occupations, Chapter 34, Article VI, Section 34-890, and concurrently amending the sign regulations, Chapter 34, Article IV, Section 34-328 to correspond with the statute.

Home occupations are an allowable accessory use in a residential dwelling unit and must conform to performance and design requirements that apply to all residential units. Before beginning any home occupation, you will need a local Business License and a Certificate of Use. In addition, zoning officials may be required to decide whether the home occupation is permitted.

Some of the principles that the staff recommendations are designated to address the following:

1. Home occupations are allowed as an accessory use of the residential dwelling.
2. Home occupations cannot be the principal use of the dwelling unit. The occupant must live there and be involved in business activities, except for up to two employees, who may be independent contractors or employees.
3. Parking related to the business must comply with local zoning requirements and cannot generate more parking than is allowed at a similar residence without a business. In addition, vehicles used in connection to the home occupation must be legally parked and not located on the right-of-way or the sidewalk.
4. Architectural modifications to the residence must conform to the residential character and aesthetic of the neighborhood.
5. A maximum of one non-electrical sign shall be permitted to advertise the home occupation and shall not exceed two (2) square feet. No window signs are allowed.
6. No home occupation may occupy more than 20% of the gross floor area of a residence and, in no event, a total of more than 300 square feet. Any home occupation over 20% will be considered a principal use.

While the Village has designed the draft regulations to comply with State law, the new regulations are designed to mitigate adverse impacts on residential neighborhoods from a zoning perspective. Home occupations must still adhere to the building and fire regulations.

The Planning, Zoning & Building Department prepared the proposed ordinance and reviewed it with the Assistant Village Manager, Village Attorney, and the Village Code Enforcement Officers.

The Planning & Zoning Board considered the proposed ordinance during their meeting on November 22, 2022, and recommended approval.

Fiscal Impact: The proposed ordinance does not have a direct fiscal impact to the Village.

Ms. Cabrera presented Ordinance No. 2022-13. She explained that this was statutory, and that the Village must conform to the signage regulations. Vice-Mayor Gunther offered the Council and public an opportunity to speak about this item. Mayor Pro Tem Brinkman asked about lighting permitted for commercial and multi-family developments.

Village Attorney Torcivia read the title of the caption into the record.

Mayor Pro Tem Brinkman motioned to approve Ordinance No. 2022-13. Council Member Ready seconded the motion; and the said motion carried 4-0.

17. **(First Reading) Ordinance No. 2022-14 Village Code Amendment - Chapter 2 - Local State of Emergency:** Motion for Approval of Ordinance No. 2022-14 to modify the procedures by which a local state of emergency is declared in the Village.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Administration proposes text amendments to Chapter 2 "Administration" to modify the procedures by which a local state of emergency is declared in the Village.

Currently, a meeting of the Village Council is required in order to enact or authorize the Village Manager to enact a local state of emergency. In most cases, this is an emergency meeting due to an impending threat. Garnering a physical quorum of the Village Council for an emergency meeting cannot be conducted as expeditiously as needed for an imminent threat.

The proposed ordinance provides that a local state of emergency can be enacted

by the Mayor (Vice-Mayor or Mayor Pro Tem in the case of absences). This procedure is utilized in many Palm Beach County cities, including West Palm Beach, Jupiter, Delray Beach, Boca Raton, Lake Park and Greenacres. The Village needs the ability to declare an emergency when an incident arises (such as an airplane crash or other mass casualty event, hazardous chemical spill, or civil disturbance) that necessitates immediate emergency response/protective and recovery activities and coordination with external agencies.

The proposed ordinance is the first step in modifying emergency response procedures to allow the Village to be nimbler and more positioned for State or Federal assistance.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney.

If approved on the 1st reading, the proposed ordinance will be presented to the Village Council for consideration on the 2nd and final reading during the January 12, 2023 meeting.

Fiscal Impact: Proposed Ordinance No. 2022-14 does not have a direct fiscal impact on the Village.

The Assistant Village Manager, Mrs. Glas-Castro presented this item. She explained the purpose of Ordinance No. 2022-14 is to eliminate the need for the Council to have a quorum and a meeting held before the Village Manager can declare a local state of emergency. It gives the authority to the Village Manager to make timely decisions. Vice-Mayor Gunther offered the public an opportunity to speak on Ordinance No. 2022-14. There were no questions from the public.

Council Member Ready motioned to approve Ordinance No. 2022-14. Council Member Waller seconded the motion; and the said motion carried 4-0.

ACTIONS AND REPORTS

At this time (former employee) Mr. Freddy Mirabel came to address the Council regarding his recent termination. The Council and Village Manager advised Mr. Mirabal that there is a process to file a grievance with HR that he must adhere to.

The Village Manager had no further Actions and Reports.

VILLAGE MANAGER COMMENTS

The Council complimented the staff on their holiday spirit throughout the Village (i.e., party, and door decorating contest). The Village Manager announced the official rollout of the CORE values. He would go around to the different departments and promote the CORE values to gain momentum.

PBC Fire Battalion Chief, Tracy Adams, gave an update on the events attended by Fire Rescue. She gave an update on the number of response calls. Council Member Ready asked about CPR and AED training for staff.

VILLAGE COUNCIL COMMENTS

The Village Council gave a recap of the holiday activities attended around the Village and wished everyone a Happy Holiday. They also thanked the staff for doing the re-striping on Greenbrier.

ADJOURNMENT

Hearing no further business, Vice-Mayor Gunther adjourned the meeting at 7:26 PM.

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 **December 8, 2022**. Which minutes were formally approved and adopted by the Village Council on **February 9, 2023**.

Kimberly M. Wynn, Village Clerk

NEXT REGULAR MEETING:

**THURSDAY, JANUARY 12, 2023
AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Administration

ITEM #2: Resolution No. 2023-07 Modified Village of Palm Springs Emergency Management Plan

SUMMARY: On April 14, 2022, the Village Council approved an Emergency Management Plan (EMP) to guide Village operations during emergencies, disasters, hazards or storm events that may threaten the lives and property of the Village's residents, businesses and stakeholders.

The EMP was implemented twice during 2022 with Hurricanes Ian and Nicole. In advance of both storms, the village declared a local state of emergency. The Village Emergency Operations Center (EOC) was not activated during either storm, but pre-storm preparedness and readiness activities were undertaken by all departments, and Incident Command staff participated in countywide municipal emergency management update calls hosted by Palm Beach County Department of Emergency Management (PBC DEM).

While no substantive changes were made, modifications are proposed throughout the EMP to update processes and procedures dictated by PBC DEM, to recognize and assign specific emergency responsibilities to newer Village departments (Information Technology, Human Resources, Public Works and Utilities (vs. Public Services)), and to clean up internal inconsistencies.

A committee consisting of the Public Works Assistant Director, Utilities Director, Utilities Assistant Director, Police Captain and Assistant Village Manager reviewed the EMP and prepared the proposed modifications. The proposed EMP was reviewed by each of the Department Directors.

FISCAL IMPACT:

There is no direct fiscal impact on the Village.

ATTACHMENTS:

1. Resolution No. 2023-07 Adopt Emergency Management Plan
2. Village of Palm Springs Emergency Management Plan, 2023

RESOLUTION NO. 2023-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AN APPROVAL OF THE VILLAGE EMERGENCY MANAGEMENT PLAN (EMP) AND PROCEDURES MANUAL TO FORMALIZE GUIDELINES OF VILLAGE OPERATIONS DURING EMERGENCIES, DISASTERS, HAZARDS, OR STORM EVENTS THAT MAY THREATEN THE LIVES AND PROPERTY OF THE VILLAGE RESIDENTS, BUSINESSES AND STAKEHOLDERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the EMP is a necessary component of ensuring that the Village is prepared to handle emergencies, disasters, hazards, and storm events that may threaten the lives and property of the Village residents, businesses, and stakeholders, and

WHEREAS, the Village Council of Palm Springs adopted the EMP on April 14, 2022.

WHEREAS, the EMP Committee, consist of Public Works, Utilities, Police, and Administration, reviewed the Village EMP Manual; and

WHEREAS, the purpose of this document is to formalize the guidelines of the Village EMP to establish a uniform system across all departments.

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

Section 1. The Village Council of Palm Springs adopted the EMP on April 14, 2022.

Section 2. Village of Palm Springs hereby adopts the modified Village of Palm Springs Emergency Management plan attached hereto as "Exhibit A.

Resolution No. 2023-07 Emergency Management Plan

Section 3. 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, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 9th day of February 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN TORCIVIA, VILLAGE ATTORNEY

2023

Village of Palm Springs

EMERGENCY MANAGEMENT PLAN



VILLAGE OF PALM SPRINGS | 226 Cypress Lane, Palm Springs, FL 33461

Executive Summary

The Village of Palm Springs Emergency Management Plan (EMP) establishes the framework to ensure that the Village will be prepared to deal with all hazards threatening the lives and property of its residents, and visitors of PBC, reduce the loss of life and property of Village of Palm Springs residents and businesses due to natural, technological, or manmade disasters. The EMP outlines the responsibilities and coordination mechanisms of county agencies, municipalities, and other jurisdictions in a disaster.

The EMP provides for an All Hazards Plan. The EMP parallels county and state activities outlined in the Palm Beach County Comprehensive Emergency Management Plan, State of Florida EMP, federal activities set forth in the National Response Plan (NRP), and describes how local, state, and national resources will be coordinated to supplement local response and recovery capability.

The EMP defines the organizations and departments (“Who”), their responsibilities (“What”) and includes supporting documentation to detail (“How”) these responsibilities will be implemented. It provides an efficient, comprehensive organizational structure for the Emergency Response Team; manages emergency operations within the Village by coordinating the use of resources available from other governmental entities, private industry, civic and volunteer organizations and helps to recover from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by disasters.

The EMP is divided into six (6) sections:

- I. Introduction:** Outlines the purpose, scope and methodology to provide an organized system to enable the Village to carry out emergency responsibilities and functions during any disaster, to include, preparedness, response, recovery, and mitigation from all levels of disasters. This section also identifies various hazard considerations and the geographic and economic profile of the Village.
- II. Concept of Operations:** Describes the methods for the management of emergency activities during the response, recovery and mitigation phases of a disaster. The major elements of this section include the structure of the organization, direction and control, resource management, and those actions necessary under the four phases of emergency management (preparedness, response, recovery, and mitigation) to ensure an effective emergency management program. In addition, this section addresses organizational structures, roles and responsibilities, policies, and protocols for providing emergency support. It describes and defines the scope of preparedness and incident management activities.
- III. Preparedness Activities:** Identifies responsibilities for the plan maintenance, preservation of vital records, exercises, and training.
- IV. Mitigation:** Provides an overview of coordination of mitigation activities and identifying mitigation projects and submitting the projects to the Local Mitigation Strategy (LMS) Steering Committee.

- V. Standard Operating Guides/Procedures:** Provides an overview of general department responsibilities in preparing for responding to a pre-known disaster. Village departments will be responsible for developing operational procedures that will address their responsibilities.
- VI. Appendix:** The appendix provides an overview of forms, acronyms, key terms and departmental policies.



EMERGENCY MANAGEMENT PLAN

Contents

I. INTRODUCTION	6
PURPOSE	6
SCOPE	6
METHODOLOGY	6
REFERENCES & AUTHORITIES	7
HAZARD IDENTIFICATION AND RISK ASSESSMENT	8
Geographic Information	8
DEMOGRAPHICS	8
Population	8
Mobile Home Residents	8
VillageEmergency Management Emergency Management Critical/Support Facilities	9
HAZARD VULNERABILITY ANALYSIS	9
Hurricane/Tropical Storm	10
Flood	11
Mass Fatality/Casualty Incident	12
Terrorism	12
Wildfire	14
Hazardous Material Spills	14
Tornado	15
Civil Disturbance	15
II. CONCEPT OF OPERATIONS	15
ORGANIZATIONAL STRUCTURE / RESPONSIBILITIES	15
Emergency Operations System	18
ICS Organizational Components	18
FINANCE/ADMINISTRATION SECTION	21
Procurement Unit	21
FEMA Documents Unit	21
Information Technology Unit	21
Resource Tracking Unit	21
Risk Management Claims Unit	21
LOGISTICS SECTION	24
Communications Unit	24
Fleet and Fuel Unit	24
Essential Personnel, equipment/supplies Unit	24
Food/Water Distribution Unit	24
Volunteers & Donations Unit	24
PLANNING SECTION	26
Damage Assessment – Residential/Commercial Unit	26
Damage Assessment – Public Facilities Unit	26
Infrastructure/PW – Debris Clearance Unit	26
Temporary Housing Unit	26

Documentation–Info Gathering & Dissemination Unit	26
WebEOC	28
Phase I: Rapid Impact Assessment.....	29
Phase II: Initial damage Assessment	29
Phase III: Preliminary Damage Assessment	29
OPERATIONS SECTION	31
Law Enforcement Unit.....	31
Fire/Rescue Unit.....	31
Hazardous Materials Unit	31
Evacuation Unit	31
PUBLIC INFORMATION UNIT	36
EMERGENCY INFORMATION CENTER (EIC).....	36
Special Needs Shelter	36
Shelters	37
Disabled Assistance Program	37
III. PREPAREDNESS ACTIVITIES.....	38
Exercises.....	38
Training	39
Equipment Certification	39
Statewide Mutual Aid Agreement (SMAA).....	39
IV. MITIGATION.....	40
V. DEPARTMENT PLANS AND STANDARD OPERATING GUIDES/PROCEDURES.....	41
Administration.....	41
Police.....	41
Public Works	42
Utilities	42
Finance.....	43
Information Technology	43
Planning, Building and Zoning.....	43
Parks and Recreation	44
Library.....	44
Human Resources	45
VI. APPENDIX.....	46
A.1 List of Acronyms.....	47
A.2 National Incident Management System (NIMS) Glossary of Key Terms	49
A.3 Departmental Procedures, Checklists and Continuity of Operations Plans	59

I. INTRODUCTION

PURPOSE

The purpose of the EMP is to:

- Reduce the loss of life and property of Palm Springs residents and businesses due to natural, technological, or manmade disasters.
- Provide an efficient, comprehensive organizational structure for the Emergency Response Team.
- Manage emergency operations within the Village by coordinating the use of resources available from other governmental entities, private industry, civic and volunteer organizations.
- Recover from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by disasters.

SCOPE

The scope of the EMP includes:

- Establishing official policies, program strategies and planning assumptions for disaster preparedness, response, recovery, mitigation, continuity of operations, and continuity of government.
- Is village-wide in scope and encompasses coordination with all departments.
- Providing an All-Hazards organizational structure to emergency operations.
- Establishing basic direction and control for all levels of a disaster creating a consistent unified approach to emergency management operations.
- Assigning specific responsibilities to appropriate departments and defines methods of coordinating with other partners to maximize resource utilization.

METHODOLOGY

The Palm Springs Emergency Management Plan (EMP) was prepared in coordination with all Village Departments and reviewed by the Palm Beach County Division of Emergency Management (PBC DEM). The EMP is reviewed on an annual basis by the Village Departments and provided to the Assistant Village Manager to incorporate changes. This plan will become effective upon official adoption by the Village Council. The Assistant Village Manager also researches federal, state, and county updates which are then included in the revisions to the EMP. The approved EMP is posted on the Village intranet and available to all employees.

REFERENCES & AUTHORITIES

Village of Palm Springs:
Palm Springs Village Code

Palm Beach County Local Ordinances:
Resolutions R-08-104, R-07-1427; R-05-1587; R-98-23; R-92-37; R-91-1641; R-89-2127;
R-86-1573; R-89-384; R-77-224
Ordinances 92-37; 98-23

Florida Statutes (F.S.) Chapters:

- | | |
|--|---|
| 22. Emergency Continuity of Government | 381. Public Health |
| 23. Florida Mutual Aid Act | 403 Environmental Control |
| 125. County Government | 406. Medical Examiners |
| 154. Public Health Facilities | 209. Social Welfare |
| 166. Municipalities | 768. Good Samaritan Act |
| 252 Emergency Management | 870. Riots, Affrays, Routs, and Unlawful Assemblies |

Florida Administrative Rules:
27P-2.002, Comprehensive Emergency Management Plan
27P-6, Review of Local Emergency Management Plans
27P-22, Local Mitigation Strategy
F.S., Chp. 163 Comprehensive Plan
Florida State Executive Order No. 80-29, Disaster Preparedness

Federal:
Public Law 100-707, The Stafford Act
Public Law 93-288, Federal Response Plan
Public Law 81-920, Federal Civil Defense Act of 1950
44, Code of Federal Regulations, NFIP
29, Code of Federal Regulations
Executive Order 11795
Homeland Security Presidential Directive (HSPD) – 5, *NIMS*
Homeland Security Presidential Directive (HSPD)-8 Domestic
Preparedness

Other:
Florida Emergency Mutual Assistance Compact, 1996
Palm Beach County Local Mitigation Strategy 2020

HAZARD IDENTIFICATION AND RISK ASSESSMENT

Geographic Information

The Village of Palm Springs is located within the central part of Palm Beach County, Florida. Palm Beach County's total land area is 2,023 square miles (including lakes) of which the Village encompasses 4.2 square miles. Palm Springs is surrounded by unincorporated Palm Beach County and the municipalities of Lake Clarke Shores, Lake Worth Beach, and Greenacres. The Village boundaries are as follows:

- On the east – Florida Mango Road;
- On the west – Military Trail;
- On the north – Summit Boulevard; and
- On the south – Atlantis Village limits (just north of LWDD L-14).

Topography: The terrain within the Village is relatively level. Palm Springs' elevations range from 10.9' NGVD to 18 NGVD. Water levels in lateral Canals and lakes are affected by levels of the C-51 canal.

Drainage and Flood Prone Areas: The Federal Emergency Management Agency (FEMA) has identified several areas within the Village to be properties located adjacent to or in proximity to these lakes and canals.

DEMOGRAPHICS

Population

Over 26,924 people reside in the Village of Palm Springs¹. The Village's utility service area serves a portion of the Village and extends outside the municipal limits to serve approximately 49,500 people.

Mobile Home Residents

There are three (3) mobile home parks in Palm Springs.

PARADISE MOBILE HOME PARK
3206 Forest Hill Blvd
Prospectus Park (1985)
37 Lots

RAMBLEWOOD MOBILE HOME PARK
2714 10TH Avenue North
Prospectus park (1986)
43 Lots

MARLBORO COURT MH COMM
4261 Hillary Circle
Prospectus park (1986)
96 Lots

¹Source: BEBR, 2022 Population Estimate as of April 1, 2022

Economic Profile

The three major industries in Palm Beach County are tourism, construction, and agriculture. Village economic statistics include the following:

- 1104+ businesses are located in the Village (2018)
- The median value for a home in Palm Springs in 2021 was \$116,823 (it was \$65,700 in 2000)
- The median household income in 2017 was \$39,660.

Businesses Addressing Readiness and Recovery Program (BARR). Historically, 50% to 60% of businesses impacted by disasters never reopen or fail shortly after reopening. This failure rate is hurtful to the businesses directly impacted as well as the economic base, the tax base, trade, and cash flow necessary to sustain a viable economy. Businesses should work collectively and in partnership with local and county agencies to reduce the costs and consequences of disasters.

Village Emergency Management Support Facilities

Police Complex

230 Cypress Lane

FPL Meter # (**KU51019**)

Village Hall

226 Cypress Lane

FPL Meter # (**KV39584**)

Main Water Treatment Plant

360 Davis Road

FPL Meter # (**KV58409**)

RL Pratt Water Treatment plant

5618 Basil Drive

FPL Meter # (**PV54741**)

Distribution Site

TBD

HAZARD VULNERABILITY ANALYSIS

The Palm Beach County unified Local Mitigation Strategy (LMS) was developed and approved by the Palm Beach County Board of County Commissioners and Palm Springs Village Council in 2019, as amended. Section 3.0 of the LMS details the natural and man-made hazards, frequency of their occurrence, and severity of the associated risk to Palm Beach County. A historical accounting of disasters that have occurred in Palm Beach County is provided in the LMS plan.

The Village has developed and maintains Hazard Specific Plans to provide an overview of the roles and responsibilities of departments in the event of a hazards specific disaster. These documents are supported by department Standard Operating Procedures and Standard Operating Guidelines which authenticate the processes to implement the responsibilities for each department. The natural or man-made disasters that have a moderate-high risk potential to affect Palm Springs are:

- Hurricane/Tropical Storm
- Flood
- Mass Fatality/Casualty Incident
- Terrorism
- Wildfire
- Hazardous Material Spills
- Tornado
- Civil Disturbance
- Pandemic

HURRICANE/TROPICAL STORM

South Florida is among the most hurricane vulnerable areas in the continental United States. Hurricanes threaten lives and property due to high winds, tornadoes, excessive rainfall, and flooding. Hurricanes are measured in terms of wind speed.

A tropical depression is a tropical cyclone with maximum sustained surface winds below 39 miles per hour. A stronger tropical cyclone with winds between 39 and 73 miles per hour is considered a tropical storm and is given a name. A hurricane is the strongest type of tropical cyclone with maximum sustained winds of at least 74 miles per hour. The following table indicates the Category of hurricanes and expected damage for the particular wind speed.

SCALE NO. (CATEGORY)	SUSTAINED WINDS (MPH)	DAMAGE	STORM SURGE
1	74-95	Minimal: Untied mobile homes, vegetation and signs	4-5 ft.
2	96-110	Moderate: All mobile homes, roofs, small crafts, flooding	6-8 ft.
3	111-130	Extensive: Small buildings, low-lying roads cut off	9-12 ft.
4	131-155	Extreme: Roofs destroyed, trees down, roads cut off, mobile homes destroyed, beach homes flooded	13-18 ft.
5	>155	Catastrophic: Most buildings destroyed. Vegetation destroyed. Major roads cut off. Homes flooded.	>18 ft.

Hurricane Shelters

When conditions warrant, Palm Beach County will open shelters for evacuees, the following is a list of local shelters for Village residents.

2022 Local Hurricane Shelters

1. Special Needs Shelter: Pre-register with the County at 561-712-6400
2. John I. Leonard H.S.: 4701 10th Ave. N., Greenacres
3. Palm Beach Central H.S.: 8499 Forest Hill Blvd., Wellington

Response Delineation Schedule

The response delineation schedule establishes a general guideline for protective actions before, during, and after a Hurricane, Tropical Storm, or major flooding event in the Village of Palm Springs. Any or all of the listed actions may be applicable during a severe Tropical Storm Event or Hurricane Event as deemed necessary, (See Exhibit A - Hurricane Response Delineation Schedule).

FLOOD

Effective October 5, 2017, Flood Insurance Rate Maps (FIRMs) from the Federal Emergency Management Agency (FEMA) were updated.

The flood section provides for preparedness activities, notification, and recovery efforts due to flooding.

Vulnerability

Floods account for 90% of all declared federal disasters. The most common form of flooding in the Village is rain-induced inland flooding. Palm Beach County averages over 60 inches of rain per year and more than 130 rain days. Since the Village is relatively flat, even moderate rains can accumulate quickly.

Preparedness Activities

- Annual Hurricane & Flood Awareness Expo
- FIRMs
- FEMA website
- FEMA Flood publications on file at public libraries
- PBC DEM notifications and publications
- Annual PBC DEM hurricane/flood exercise (and Village table-top exercise)

Prevention and Mitigation

- Floodplain Management Regulations (Village Code)
- South Florida Water Management District Operating Procedures
- Local Mitigation Strategy (LMS) - serves as Village Floodplain Mgmt Plan
- Flood Mitigation Assistance Program (FMA)
- Building Resilient Infrastructure and Communities (BRIC)

Flood Warning Time and Notification

Flood Advisories are given at least six (6) hours before expected rainfall would overflow drainage system and cause the isolation of structures by the inland ponding of floodwaters.

Upon advance notification by the National Weather Service that a severe weather system (to include intense rainfall) is forecast, the Palm Beach County Department of Emergency Management in partnership with the Palm Beach County Sheriff's Office will conduct public notifications to include identification of impending flood threats and dissemination of warnings to appropriate floodplain residents. There are no unique flood specific notification systems. Information is sent, via teletype, to all police departments within Palm Beach County by the All County Information Center (ACIC). The Sheriff's Office will simultaneously transmit the warning to all police agencies via ACIC teletype. The Palm Beach County Fire Rescue Department, upon notification from the DEM of severe weather, flooding potential, or other emergency, will notify all field units via computer pager and 800 MHZ radio system. Municipal fire departments within Palm Beach County can be notified via fax from the DEM Communications Room.

Recovery Post-Disaster

FEMA provides financial assistance to victims, businesses, impacted government agencies, and other eligible parties.

MASS FATALITY/CASUALTY INCIDENT

A mass fatality/mass casualty incident may be due to a rapidly unfolding event such as a terrorist attack or aviation incident or poisoning of the public water supply, or an event that can be tracked such as a hurricane or pandemic. Depending upon the event, the casualties/fatalities may be located within a small area or spread throughout the Village. In the event of a mass fatality/casualty incident, Palm Springs will follow Palm Beach County's Mass Fatality/Casualty Functional Plan and the Florida Incident Field Operations Guide.

TERRORISM

A terrorist incident could involve the use of a Weapon of Mass Destruction (WMD) that would threaten lives, property and environmental resources through physical destruction by explosions and resulting fires and/or by contamination with chemical, biological, and or radiological materials. A cyber terrorist attack could destroy or disrupt vital computer networks, communications systems and/or internet services which would interfere with the delivery of critical community services and thereby cause substantial human and economic impacts. WMD hazards specifically include (B-NICE and Cyber): Biological, Nuclear, Incendiary, Chemical, Explosive and infiltration of cyber networks. Threat assessment notification, evacuation, and shelter procedures are detailed in this section.

The FBI defines terrorism as, "The unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof in furtherance of political or social objectives." A terrorist incident could involve the use of a WMD that would threaten lives, property and environmental resources through physical destruction by explosions and resulting fires, and/or cyber terrorist attack.

Palm Beach County has developed and maintains the "Terrorism Incident Response Plan" which is a supplement to the Comprehensive Emergency Management Plan. The purpose of the Annex is to provide an overview of the roles and responsibilities of all response agencies and organizations in the event of a large-scale terrorist incident.

Vulnerabilities/Threat

There is a potential threat that terrorists will use/detonate a WMD in Palm Beach County. WMD includes "B-NICE:" Biological, Nuclear, Incendiary, Chemical, and Explosive type munitions. A WMD could produce:

- Fatal and non-fatal casualties (MCI – Mass Casualty Incident).
- Disruption of vital services.
- Loss of or damage to critical infrastructure components.
- Destruction and/or substantial damage to commercial and personal property.
- Negative impact on the tourist industry resulting in loss of revenue.

Lead Agency

All Terrorism incidents in the United States are under federal jurisdiction.

Prevention and Mitigation

Prevention of acts of terrorism in US Territories (Crisis Management) is largely, if not exclusively, a function of law enforcement. The Federal Bureau of Investigation (FBI) is the lead law enforcement agency and is coordinated locally through the Inter-jurisdictional Threat Assessment Group (ITAG).

Mitigation includes all measures taken to diminish the impact of an act(s) of terrorism. Government agencies at the federal, state, county and municipal level have a definitive role in promptly, effectively and efficiently responding to acts of terror. The quality of the initial response to an act of terrorism will likely have a significant bearing regarding the resultant number of fatalities and injuries as well as on the extent of property damage.

Protective Action/Response

The ITAG consists of partner terrorism response agencies from the Federal, State and Local levels. The ITAG meets on a regular basis to discuss, monitor and evaluate terrorist threat data and to coordinate efforts and foster interoperability among all agencies having a role in combating terrorism.

Notification Triggers

Pre-event:

- Threat communicated by perpetrator/terrorist
- Detected through intelligence sources.

Post-event:

- Actual event e.g. explosion
- Medical/Physical symptoms
- Mass casualties
- Citizen report

Classifications: Minimal, Potential, Credible Threat, or WMD Incident

Notification Process:

All threats are forwarded to the County Warning Point who instigates notification process.

Evacuation/Shelter in Place/Shelter

Recommendation will vary based upon type of incident, magnitude, potential threat, and location. WMD may produce contamination from biological, nuclear and/or chemical weapons. Shelters will vary based upon incident, but they must be situated in a safe location, provide sufficient space for victims, provide crisis counseling, and be managed by Palm Beach County.

Recovery Post-Disaster

The Federal Emergency Management Agency (FEMA): provides financial assistance to victims, businesses, impacted government agencies, and other eligible parties.

WILDFIRE

Exposure to wildfire varies greatly across Palm Beach County. While exposure is relatively low in the Village, training, evacuation, and shelter procedures are coordinated through Palm Beach County. The Florida Incident Field Operations Guide will be followed.

Wildfires have become a common annual occurrence in wooded areas during Florida's dry season. Wildfire is a significant and frequent hazard in specific areas of Palm Beach County. The wildfire section's purpose is to delineate the operational overview and basic concept of operations of a wildland fire incident. This section illustrates the vulnerabilities, protective actions, and recovery procedures.

Vulnerabilities/Threat

When environmental conditions in Palm Springs reach any of the following conditions wildland fire potential increases:

- A drought situation with below average water level.
- Primary and secondary water supply critical.
- Surface water supplies limited due to low level canals, lakes, etc. and decreased water pressure may also impact firefighting efforts.

Protective Actions/Response

Triggers for notification of Wildland Fire:

- Fires that exceed 10 acres in size.
- Any threat to or evacuation of homes.
- Temporary closings of an interstate or major roadway.
- Any wildfire that contributes to either civilian or firefighter death or injury.

Evacuation: Areas threatened by wildland fires may be evacuated by local authorities in order to protect life and safety.

Recovery Post-Disaster

- Federal Disaster Declaration request IA, PA, SBA
- Long-term Housing requirements for destroyed homes
- Restoration of Critical Infrastructure

HAZARDOUS MATERIAL SPILLS

Hazardous material accidents can occur anywhere and at any time. These materials can be poisonous, corrosive, flammable, radioactive, or pose other hazards. Procedures for this response are found within the County's Emergency Plan for Hazardous Materials. Also the Local Emergency Planning Committee (LEPC) has prepared a plan that addresses the range of potential emergency situations and the appropriate measures to be implemented to minimize exposure. Fire Rescue will activate the regional hazmat response system by contacting Palm Beach County Division of Emergency Management warning point.

TORNADO

Florida ranks third in the United States in the number of tornado strikes. A tornado can be generated by a thunderstorm or sometimes as a result of a hurricane. When a tornado threatens, only a short amount of time is available for making decisions. Village departments will follow their operational response guidelines established in the Hurricane/Tropical Storm section.

CIVIL DISTURBANCE

Palm Springs' overall potential for civil disturbance is considered moderate. Civil disturbances can accumulate in the form of riots, mobs, violence, and a breakdown of law and order in a focalized area. Police services are responsible for the restoration of law and order in any specific area.

PUBLIC HEALTH CRISIS OR PANDEMIC

A public health crisis or pandemic that affects Palm Beach County may have a longer duration than other more dynamic emergencies. The Palm Beach County Health Unit, a division of the Florida Department of Health will guide protocol, practices and emergency response during these incidents.

II. CONCEPT OF OPERATIONS

ORGANIZATIONAL STRUCTURE / RESPONSIBILITIES

Palm Springs will follow standard operating protocol for first response agencies for the initial response to any routine emergency. Emergency notifications originate through the 911 answering point and are transferred to first response personnel for response action. If a routine emergency advances beyond normal response capability and meets any of the following trigger points, then the Village Manager and Police Chief are notified, triggering an escalation of the emergency event:

- Local resource capabilities may be exhausted and a request for external support is anticipated.
- An evacuation of multiple structures is required.
- Damage caused by the emergency event warrants a damage assessment.
- Augmentation of the command and control capability is desired to coordinate multiple responding agencies or multiple impacted jurisdictions.
- A legal/statutory threshold has been reached that requires notification of outside agencies.

Natural Hazard events that can be forecast and become a potential threat to Palm Springs include wind (tropical storms and hurricanes), severe weather, fire, and flooding events. Other events include technological and environmental hazards. Based upon the potential threat to the Village, these events also may trigger an emergency declaration, implementation of the EMP, and activation of personnel.

The following sequence of events will occur when a declaration is deemed necessary by the Village Manager:

LOCAL STATE OF EMERGENCY DECLARATION PROCESS	
A State of Local Emergency will be declared by the Mayor, Vice Mayor or Mayor Pro Tem in the Mayor's absence, when an event has occurred or is anticipated to occur and: • is anticipated to generate major damage; • seriously threatens the health and safety of residents; or • is beyond normal response capabilities.	
1	Village Manager notifies Mayor to advise him/her of nature of event and need to declare a State of Emergency and activate personnel.
2	Village Manager or Designee advises Mayor and requests signature of prepared State of Local Emergency Declaration.
3	Upon execution of Local Emergency Declaration, Department Directors will be notified and a meeting scheduled.
State of Local Emergency Declaration will remain in effect for 7 days, unless extended by Village Council resolution, or until it expires or is rescinded by the Mayor or Village Manager.	

Table II-1 Village of Palm Springs EMP Activation Levels

Level	Description
1	Full Activation. The EOC is staffed by EPF, Department Directors and lead essential personnel.
2	Partial Activation. All essential staff are notified. Departments will be staffed by only those essential personnel needed to meet the operational needs of the incident.
3	Monitoring. Notification is made to selected staff who need to take action as part of their everyday responsibilities.
4	Normal Operations.

Emergency Management in the State of Florida is predicated on a bottom up approach to emergency response. An extensive coordination effort between the County and the Village is required during all phases of a disaster. The Village will respond to all emergencies impacting residents until local resource capability has been exhausted. If the disaster is of such severity and magnitude that additional mutual aid resources are required, the Village will coordinate with the County Emergency Operations Center (CEOC) for additional resource needs.

The County Emergency Management Program has developed mechanisms to utilize before, during, and after a disaster to ensure ongoing communications with municipalities. The Village actively participates in these communications protocol including; WebEOC for resource requests, conference calling, etc.

The CEOC requires an annual designation of a primary emergency management contact person for each municipal jurisdiction. This individual is responsible for coordinating all communications internally within the Village organization and coordinating all communications, information, and resource requests to the CEOC. The primary emergency management contact for the Village of Palm Springs is the

Village Manager and the secondary contact is the Assistant Village Manager and third point of contact is the Police Chief.

During an emergency, the Village Organizational structure may be modified. The office of the Village Manager is responsible for coordinating activities during the response, recovery, and mitigation stages of an emergency event.

Executive Policy Group (EPG)

The Executive Policy Group (EPG) maintains executive decision-making authority throughout all stages of a disaster event on behalf of the Mayor and Village Council. All staff report to the EPG for policy direction when decisions extend beyond routine decision making authority and internal resource capabilities. Based on the type of disaster, the EPG may incorporate representatives with lead responsibilities during that event.

The EPG consists of the Village Manager, Assistant Village Manager and Police Chief or designee. Based upon the incident, the EPG also may include selected departmental or other representatives. The following indicates the lines of succession for departments:

DEPARTMENT	SUCCESSORS
Administration	1. Village Manager 2. Assistant Village Manager 3. Police Chief
Finance	1. Director 2. Assistant Director
Information Technology	1. Director 2. I.T. Manager
Library	1. Director 2. Children's Librarian
Parks & Recreation	1. Director 2. Program Supervisor II
Planning, Zoning & Building	1. Director 2. Building Official
Police	1. Police Chief 2. Assistant Police Chief 3. Captain
Public Works	1. Director 2. Assistant Director
Utilities	1. Director 2. Assistant Director

EMERGENCY OPERATIONS SYSTEM

Incident Command System (ICS)

During a disaster, departments will be responsible for various functions and responsibilities that they normally would not handle. The Village will operate under a modified structure of the Incident Command

System (ICS) which is used for both natural and manmade events. The ICS organization comprises five (5) major functional areas: command, operations, planning, logistics, and finance/administration.

The ICS organizational structure is modular, extending to incorporate all elements necessary for the type, size, scope, and complexity of a given incident. The ICS structural organization builds from the top down; responsibility and performance begin with the incident command element and the Incident Commander. When the need arises, four (4) separate sections can be used to organize staff. Each of these may have several subordinate units or branches depending on the management requirements of the incident. The following Emergency Operations System will be adhered to during such disaster(s).

ICS ORGANIZATIONAL COMPONENTS

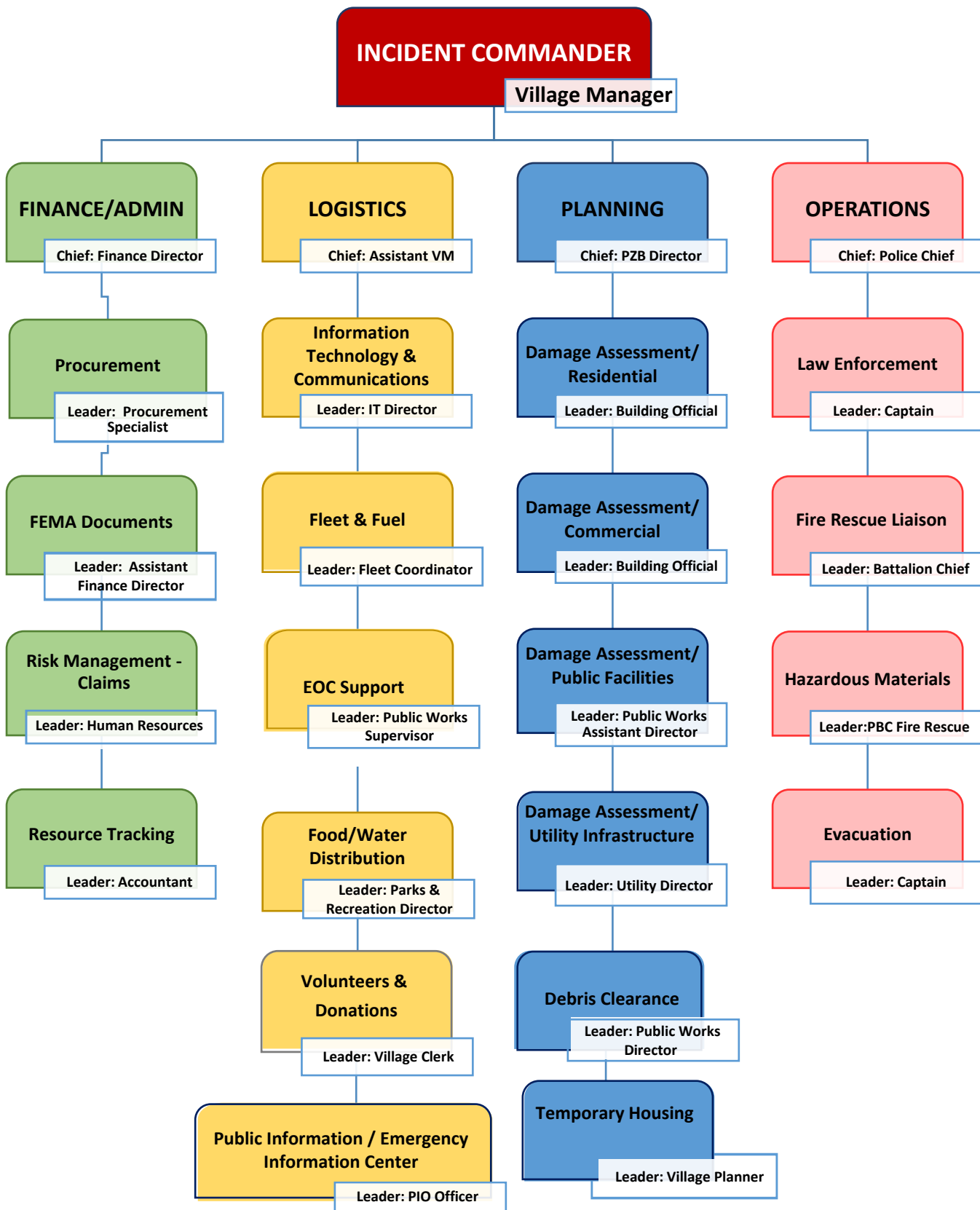
Sections: The organizational levels with responsibility for a major functional area of the incident. See Figure II-1.

- Operations
- Planning
- Logistics
- Finance/Administration

Figure II-1

EMERGENCY OPERATIONS SYSTEM (Incident Command System)

See next page.



The person in charge of each Section is designated as a Chief (*Section Chief*).

Divisions: Used to divide an incident geographically. The person in charge of each Division is designated as a Supervisor.

Groups: Used to describe functional areas of operations. The person in charge of each Group is designated as a Group Leader.

Branches: Used when the number of Divisions or Groups exceeds the span of control; can be either geographical or functional. The person in charge of each Branch is designated as a Branch Manager.

Task Forces: A combination of mixed resources with common communications operating under the direct supervision of a Task Force Leader.

Strike Teams: A set number of resources of the same kind and type with common communications operating under the direct supervision of a Strike Team Leader.

Single Resources: May be individuals, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified supervisor that can be used at an incident.

Command Staff:

Public Information Officer: Serves as the conduit for information to internal and external stakeholders including the media or other organizations seeking information directly from the incident or event.

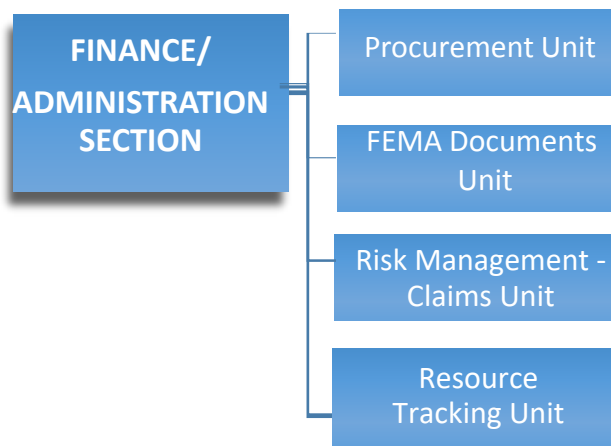
Safety Officer: Monitors safety conditions and develops measures for assuring the safety of all assigned personnel.

Liaison Officer: Serves as the primary contact for supporting agencies assisting at the incident.

<i>Organizational Level</i>	<i>Title</i>
Incident Command	Incident Commander
Command Staff	Officer
General Staff (Section)	Chief
Branch	Director
Division/Group	Supervisor
Unit	Leader
Strike Team/Task Force	Leader

FINANCE/ADMINISTRATION SECTION

When there is a specific need for financial, reimbursement (individual and agency/department), and/or administrative services to support incident management activities, a Finance/Administration Section is established. Close coordination with the Planning Section and Logistics Section is also essential so that operational records can be reconciled with financial documents.



PROCUREMENT UNIT

Ensures that goods and services are secured by the individual departments pursuant to emergency policies, State or Federal guidelines, or other criteria required to ensure reimbursement through emergency relief or public assistance grants. Manages costs, including staff time, and coordinates to ensure adequate documentation of purchases.

FEMA DOCUMENTS UNIT

Ensures that FEMA Public Assistance documents are completed with accurate staffing and equipment usage as well as small and large projects. Provides summaries of actual and estimated incident costs.

In a disaster declaration, the Village is responsible for the collection and documentation of reimbursement information and identification of public assistance projects. Departments shall track and submit their reimbursement requests to the FEMA Documents Leader for village-wide consolidation and submission to FEMA (see Figure II-3). Eligible activities for funding under the Public Assistance Program include debris clearance, emergency protective measures (e.g., barricades, sand bags, and safety personnel), road system (non-federal roads), water control facilities, building and equipment, public utility systems, and other (e.g., parks and recreational equipment).

It is anticipated that response and recovery efforts will generate overtime for Village employees. Also, emergency personnel may be deployed out of the Village in support of operations conducted under the provisions of the Statewide Mutual Aid Agreement.

RISK MANAGEMENT - CLAIMS UNIT

Coordinates claims documentation involving damage to public properties.

RESOURCE TRACKING

Responsible for tracking incident resources and mission requests and ensuring resources are sent to proper locations and received by assigned personnel. Departments are properly documenting use of personnel, tools, and equipment.

The Finance/Administration Section shall:

- File Requests for Public Assistance on behalf of the Village;
- Coordinate the compilation of all Village project worksheets by departments;
- Coordinate financial resources for permanent work project options;
- Coordinate financial resources for all improved or alternative projects; and
- Coordinate procurement of equipment, materials, services, and supplies.

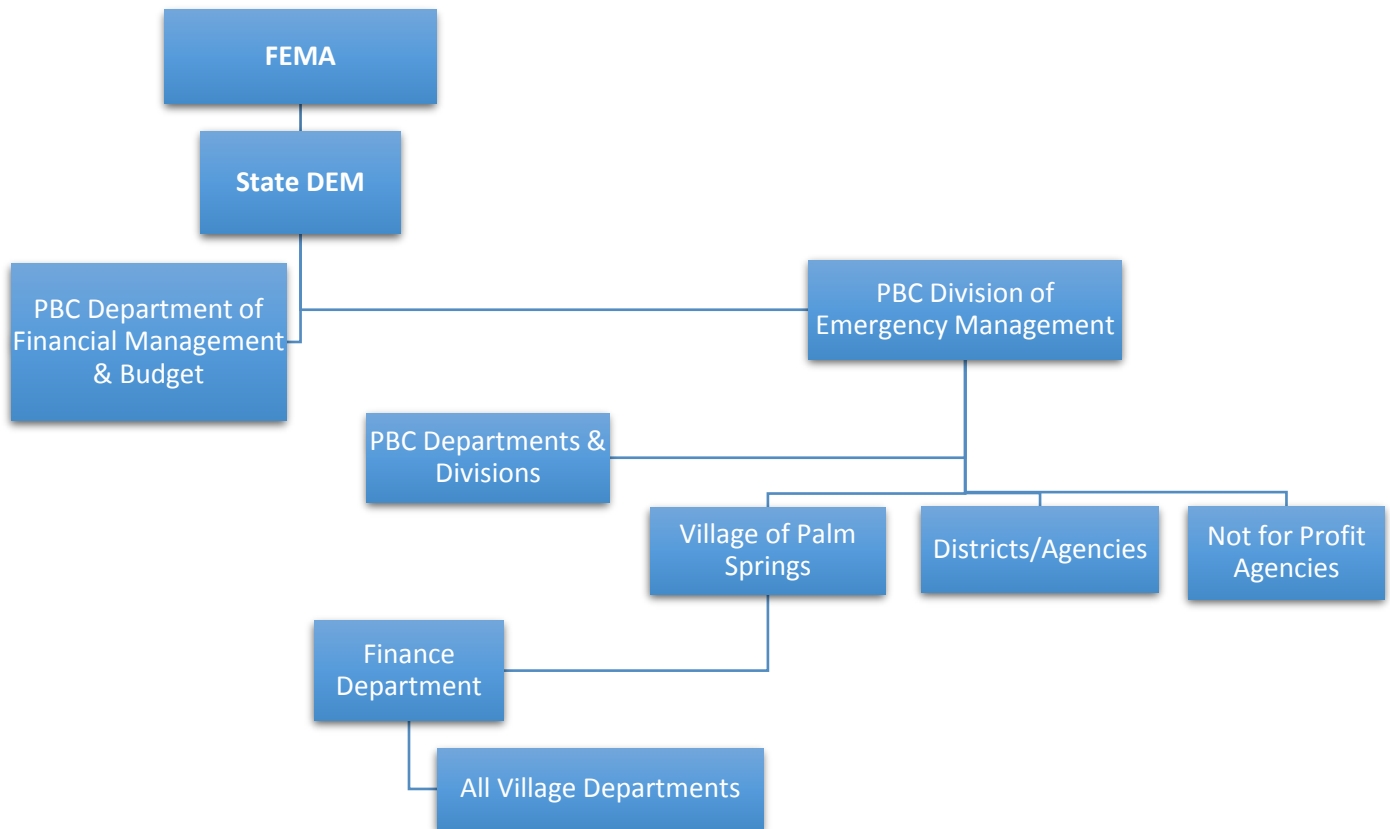
Each department is responsible for:

- Identifying their recovery projects through damage assessment;
- Preparing a list of damaged sites and emergency work performed;
- Preparing project worksheets to restore each site/facility to pre-disaster or improved conditions;
- Coordinating the necessary documentation for project worksheets;
- Coordinating field inspections of recovery work;
- Providing cost breakdowns for all completed work; and
- Coordinating all necessary documentation in mutual aid events.

The Village will participate in the following events coordinated by the County:

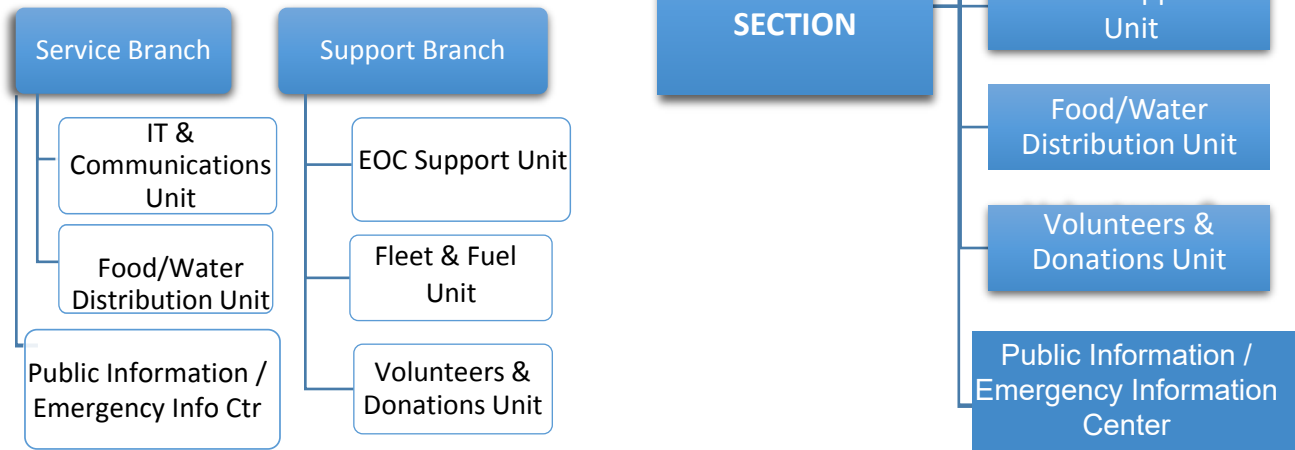
- Technical assistance, notification, and training for municipalities; and
- Recovery reimbursement training.

Figure II-2. Financial Management Flow Chart



LOGISTICS SECTION

This section is led by a Section Chief, who may also have a Deputy when all designated Units are established at an incident site. When the incident is very large or requires a number of facilities with large numbers of equipment, the Logistics Section can be divided into two branches with a Service Branch and a Support Branch.



INFORMATION TECHNOLOGY & COMMUNICATIONS UNIT

Supports and maintains the technology and business operations of the EOC, managing computing platforms, network and telephone services for all units and sections of the EOC. Protects the Village's communications systems and equipment from the impacts of a disaster and/or restoring damaged systems and equipment to service as soon as feasible. Also develops plans for the use, distribution, and maintenance of incident communications equipment and facilities.

FLEET AND FUEL UNIT

Manages, prioritizes, and coordinates vehicles and fuel.

EOC SUPPORT UNIT: ESSENTIAL EQUIPMENT/SUPPLIES/SUPPORT PERSONNEL

Coordinates equipment, resources and support personnel for 24-hour EOC operations (fixtures, logistical needs, maintenance/custodial support, supplies, security, etc.).

FOOD/WATER DISTRIBUTION UNIT

Coordinates emergency relief supplies for disaster victims. Coordinates with County on logistics of a POD established within the Village. Provides canteen services for EOC.

VOLUNTEERS & DONATIONS UNIT

Coordinates spontaneous volunteers and donations of goods and services in support of the relief effort in a disaster area. Coordinates with County Support Agencies (Red Cross, Salvation Army, etc.).

PUBLIC INFORMATION & EMERGENCY INFORMATION CENTER

Provides accurate, timely messaging to community and media. Manages calls from public and serves as information line.

The Village is the first source of disaster response and recovery assistance. When it is determined that local resources are insufficient, county, state and federal programs may provide direct assistance. The Village is required, under F.S. Chapter 252.38(c), to coordinate all state and federal assistance requests during pre- and post-disaster emergency operations through the CEOC. WebEOC is the County's software program to communicate and coordinate information during a disaster. The Village will enter and track all resource/mission requests through WebEOC. The resource/mission request procedure in a large-scale disaster is as follows:

- Local public resources must be utilized on the Village level first.
- Private sector resources must be accessed and utilized if available.
- Once local resources are exhausted, additional resource/mission requests should be directed through the CEOC.
- The CEOC will fulfill resource/mission requests with county or state resources, resources from other county jurisdictions through the Statewide Mutual Aid Agreement Resources (SMAA), to other states through the Emergency Mutual Aid Compact (EMAC), or to the Federal Emergency Management Agency (FEMA).

Municipal EOCs must validate and approve all resource requests through a single point of contact and verify that local resources have been exhausted and that resources are not available from the private sector. The Village Manager is the Village's single point of contact for resource requests. Once approved, the Village Manager submits the resource request for municipal support through WebEOC. An Emergency Operating Area (EOA) Municipal Unit has been established to coordinate municipal resource/mission requests. The EOA Municipal Unit phone number is 561-712-6500.

Figure II-3 illustrates the decision-making and resource allocation process. The CEOC will attempt to support all municipal requests for resource support from locally available resources. If the CEOC is unable to fulfill the request locally, the request will be forwarded to the SEOC. Once a resource request has been forwarded to the SEOC, all communications will be relayed back to the EOC.

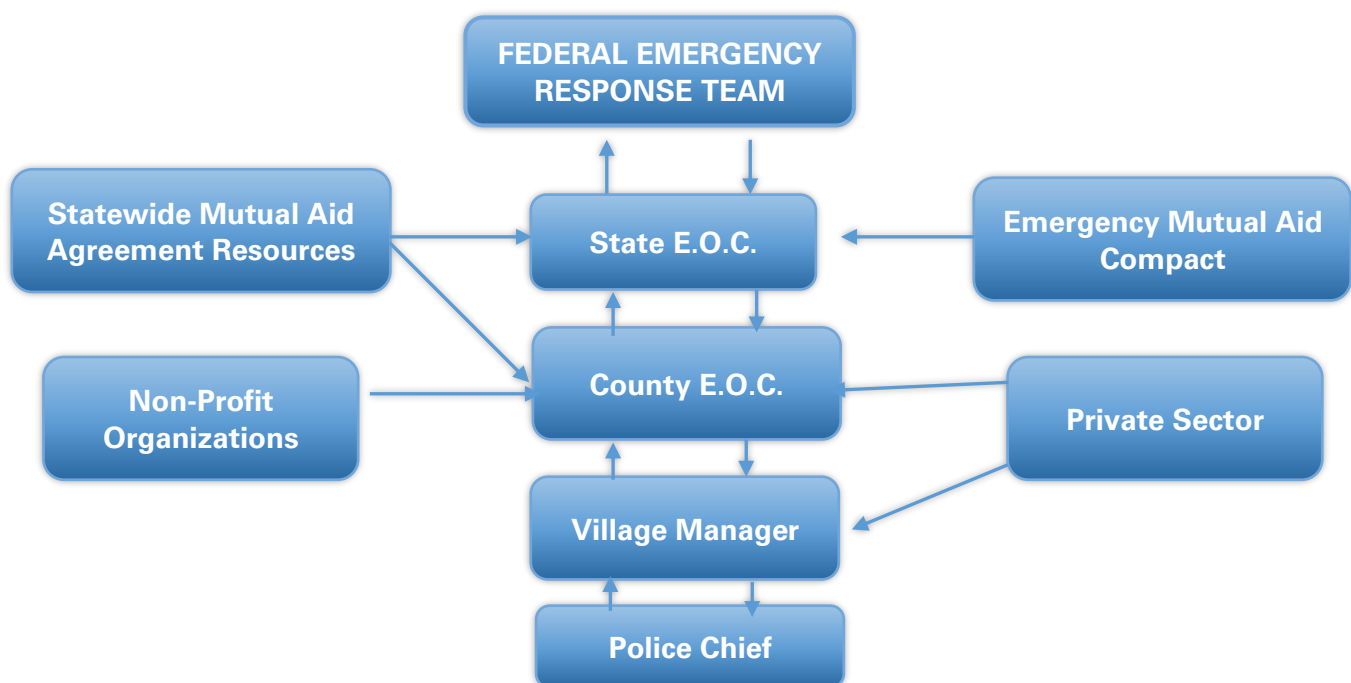
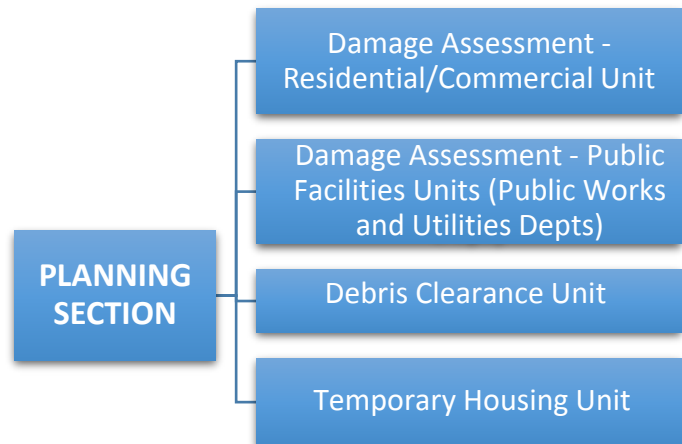


FIGURE II-3. Decision Making and Resource Allocation Process

PLANNING SECTION

The major activities of the Planning Section include:

- Collecting, evaluating, and disseminating information pertaining to the incident.
- Tracking resources assigned to the incident.
- Preparing and documenting Incident Action Plans (IAPs), and incident maps.
- Gathering and disseminating information and intelligence critical to the incident.
See Figure II-4 for information flow post-event.
- Conducting long-range and/or contingency planning.
- Developing plans for demobilization.



DAMAGE ASSESSMENT – RESIDENTIAL/COMMERCIAL UNIT Coordinates damage to residential and commercial structures for response issues and to obtain a federal disaster declaration.

DAMAGE ASSESSMENT – PUBLIC FACILITIES UNIT Coordinates damage to public facilities for response issues and to obtain information for insurance and Public Assistance funding during a federal disaster declaration. These inspections will be conducted by the Public Works Department.

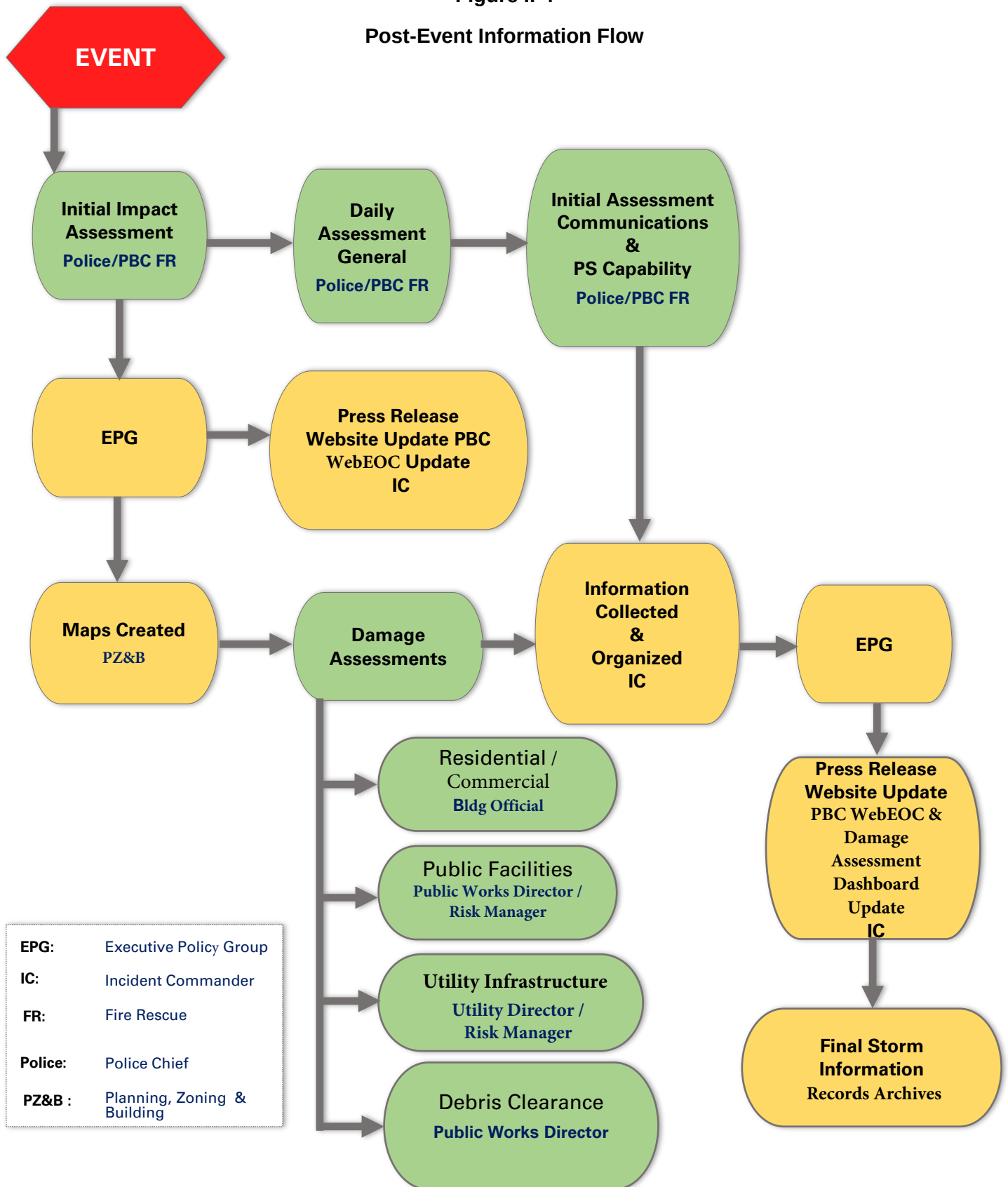
DAMAGE ASSESSMENT – UTILITY INFRASTRUCTURE UNIT Coordinates damage to Village utility (potable water and sanitary sewer) facilities for response issues and to obtain information for insurance and Public Assistance funding during a federal disaster declaration. These inspections will be conducted by the Utility Department.

DEBRIS CLEARANCE UNIT Coordinates resources to facilitate the delivery of services, technical assistance, and support for infrastructure; clears roadways. Coordinates the most efficient methods to resolve disaster debris removal and disposal issues.

The Village has a contract with a solid waste hauler who will provide emergency collection of debris. The hauler will be responsible for debris pickup, hauling, inspection, reduction, and disposal of waste. The hauler will be responsible for coordinating Load Tickets with the Public Works Department prior to disposing of waste at a Solid Waste Authority facility.

TEMPORARY HOUSING UNIT - Coordinates post disaster housing strategies to provide safe, sanitary, timely housing solutions for displaced victims.

Figure II-4
Post-Event Information Flow



WEBEOC

The County's software program, WebEOC, will be used to communicate and coordinate information during a disaster. The Village will provide the following information through WebEOC (<https://webec.pbcgov.com/eoc7/>).

- Damage Assessment
- Infrastructure/Facility Openings/Closures
- Resource/mission requests
- Press Releases and Situation Reports

WebEOC has several electronic on-line boards available to provide information. They include:

- Municipal File Library: Individual cities can store documents that can be accessed by users during disasters. Documents may include the municipal Emergency Management Plan and other forms used during disasters.
- Municipal Incident Communications: Each municipality provides their Press Releases and Situations Reports which will be accessed by CEOC personnel to provide information to residents and to assess the situation of jurisdictions.
- The Position Log: Track all aspects of an incident, including requesting PBC to designate the incident as a significant event, staff sign-in and sign-out, and any other aspects of the incident.
- Municipal Status: Allows the Village to provide information on the Village's EOC contacts and activation status, operational status, and utility services status.

Damage Assessment Process

While response activities are in full operation, recovery field operations begin with clearing debris from all major roads to assist emergency units in their response operations and to facilitate access to impacted areas by the Village Damage Assessment Teams. Rapid and accurate damage assessment of both the private and public sectors is essential to determine:

- type of assistance to request;
- prioritization of resource distribution for disaster victims; and
- prioritization of infrastructure restoration.

The Village is responsible for coordinating the Village's damage assessment data within Village boundaries. The Village may request mutual aid assistance from the County in the event that damage assessment resources are insufficient to complete the damage assessment process in a timely manner. If outside assistance is needed, the request will be entered through WebEOC. The goal is to ensure a complete and accurate damage assessment of the disaster event's impact upon the Village and to assist Palm Beach County, the State Director, and the Governor in making a timely request for a Presidential Disaster Declaration.

The Village's process is as follows:

PHASE I: RAPID IMPACT ASSESSMENT

In the immediate aftermath of a disaster, the Police Chief and Planning, Zoning and Building Director and/or designee will conduct a local impact assessment. The goal is to determine the magnitude and severity of damage to structures and infrastructure. All results will be reported to the EPG within hours after the immediate threat of the emergency. The EPG will provide the Planning, Zoning and Building Department the assessments in order to map the results, and to the countywide Municipal Damage Assessment Dashboard. The impact assessment data provides a general overview of the most significantly impacted areas and establishes a prioritization mechanism for damage assessment team deployment, resource allocation, and disaster assistance.

PHASE II: INITIAL DAMAGE ASSESSMENT

The Village Manager, Public Works, Utilities and Planning, Zoning & Building Directors will assess damages on the public infrastructure in the Village. Simultaneously, the Planning, Building and Zoning Department will conduct damage assessments of the residential and business community. All damage information is submitted concurrently to the EPG and to the County through the Damage Assessment collector application. The Village information will be consolidated and the results input into WebEOC, and within the Countywide Damage Assessment Dashboard. PBC requests Damage Assessment information to be completed within 72 hours after a disaster.

PHASE III: PRELIMINARY DAMAGE ASSESSMENT

Following the disaster event and initial damage assessment by the Village, a Preliminary Damage Assessment (PDA) will be conducted by the State and FEMA with the support from the PBC DEM. The action is taken to verify the severity of the impact and justify the need to pursue a request for additional state and federal assistance. The State/FEMA Damage Assessment Teams (DAT) will analyze the information gathered to determine whether the needs can be met with state assistance or if the extent of the damage warrants a request by the Governor for federal disaster assistance. Village staff will work with the DATs.

The PBC DEM conducts damage assessment training courses from time to time upon request of local governments. Also, the Village's Damage Assessment Unit Leader facilitates annual damage assessment training.

Habitability Assessment: Once the damage assessment process is complete, the Building Department conducts the post-disaster habitability inspections. The purpose of these inspections is to ensure that all structures are safe for entry and that water, electric, and gas services may be reconnected to the structure.

Disseminating information on assistance: PBC may request the activation and support of Disaster Recovery Centers (DRC) to disseminate information to disaster victims. The Palm Beach County DEM serves a supporting role, assisting the State and FEMA by identifying possible locations for DRCs. The Village will coordinate with CEOC to identify appropriate locations in the Village. Citizens and businesses are advised through the media and other sources of the following:

- Open shelter locations for immediate housing needs;
- American Red Cross, Salvation Army, and other distribution points where food and water can be obtained;
- FEMA's toll free number to register for long-term disaster recovery assistance (through the Individual Assistance Program); and

- Location and hours of operation of DRCs that can assist and guide persons in their individual recovery efforts.

The Village will support the operation by posting flyers at all public buildings, providing information on the Village web , and providing staff when possible. The Village will need to identify a potential site(s) to be used for emergency tent cities. FEMA's initial response is to find and provide rental assistance accommodations. When FEMA has determined that the rental housing option is not feasible, travel trailers and mobile homes may be provided. These units are usually set up in mobile home parks since utilities are already in place for each individual site. While the individual does not pay rent for the trailer, they are responsible for any utility charges incurred.

The Village may have the capability of managing the recovery locally. However, in the instances of major disasters, the Village may be dependent upon federal and state, or county government support to augment local resources during recovery. Village staff must be prepared to lead the community to recovery and plan for future development. Recovery actions may continue for many years after an emergency/disaster. During long-term recovery, the repair or reconstruction of buildings and structures will occur with consideration and implementation of mitigation projects or initiatives.

Without a federal disaster declaration, financial assistance for victims is limited and heavy reliance is placed on the American Red Cross (ARC), Salvation Army, charitable agencies, volunteer donations, and insurance coverage; businesses must depend on insurance coverage or obtain loans/refinancing for recovery; the Village must meet infrastructure recovery needs through existing operating funds, insurance, or resort to bond issues to fund disaster recovery.

OPERATIONS SECTION

This section is responsible for managing tactical operations at the incident site directed toward reducing the immediate hazard, saving lives and property, establishing situation control, and restoring normal conditions. Unit responsibilities are:

LAW ENFORCEMENT UNIT

Coordinates command and control of all enforcement personnel and equipment to support law enforcement efforts.

FIRE/RESCUE UNIT

Utilizes resources to coordinate search and rescue efforts, detects and suppresses fires, and provides HazMat responsive action.

HAZARDOUS MATERIALS UNIT

Coordinates response to a potential or actual discharge and/or release of hazardous materials.

EVACUATION UNIT

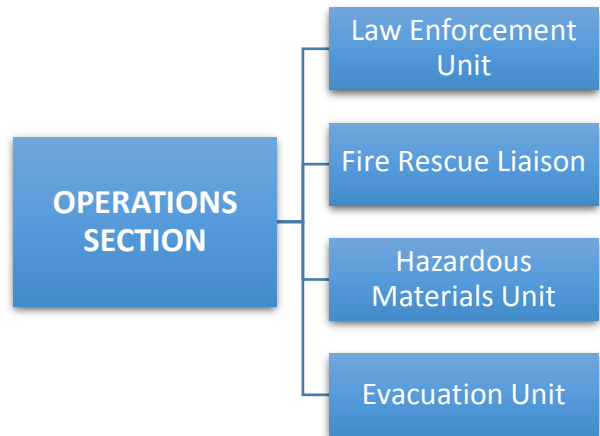
Coordinates the evacuation of residents, as needed.

COUNTY WARNING POINT

PBC maintains an integrated, all-hazards threat monitoring and recognition system. The County Warning Point (CWP) has the ability to receive and evaluate threshold triggers that indicate a viable threat to populations with the County. Effective threat recognition generates timely warnings and notifications to the public and responding organizations. Table II-2 summarizes the hazard notification by type.

Table II-2.
Hazard Notification by Type

HAZARD	WARNING SOURCE	NOTIFICATION TYPE
Tropical Storm/Hurricane	NOAA/NHC	EM-Net; ESATCOM/NAWAS
Flooding	NOAA/NHC SFWMD	EM-Net; ESATCOM/NAWAS PHONE
Tornado	NOAA/NHC SFWMD	EM-Net; ESATCOM/NAWAS PHONE; RADIO
Severe Weather	NOAA/NWS	EM-Net; ESATCOM/NAWAS PHONE
Drinking Water: Boil Water Notices	PBC DOH	PHONE
Hazardous Materials	PBC Fire Rescue	PSAP/911 Pager State Warning Point



HAZARD	WARNING SOURCE	NOTIFICATION TYPE
Fire	PBC Fire Rescue	PSAP/911 Pager State Warning Point
Contagious Disease	PBC DOH	State Warning Point
Agriculture Pest & Disease	PBC DOH	State Warning Point
Radiological Incident	State Warning Point	ESATCOM/NAWAS Fax EM-Net
Homeland/Domestic Security (terrorism; mass migration; civil disturbance; cyber)	PBC Sheriff's Office	PSAP/911 State Warning Point Fusion Center News Resources
Aquifer Incidents	PBC Water Utilities PBC DOH	Telephone
Technical Hazards	Utility Departments ISS Florida Power	Varied

The Village maintains a local warning point at the Police Headquarters. The system is staffed throughout the year, 24 hours a day and provides monitoring, notification, and warning.

Upon advance notification by the NWS that a severe weather system is forecast, the Palm Beach County Sheriff's Office is notified. This information is sent to the Village of Palm Springs Police Department by the All County Information Center (ACIC). The Sheriff's Office will simultaneously transmit the warning to all police agencies via ACIC teletype. Municipal fire departments are notified from the DEM Communications Room of severe weather, flooding potential, or other emergency.

The Operations Section Chief has the responsibility to recommend to the Village Manager the need to issue an evacuation order for high-risk areas in Palm Springs prior to a threat.

The National Weather Service issues weather advisories as needed and tropical storm advisories regularly at 11:00 am/pm and 5:00 am/pm. Intermediate advisories also may be issued by the NHC if conditions warrant. The following warning time-triggers guide the issuance of Watches and Warnings for PBC.

Flood Advisories	At least six (6) hours before expected rainfall would overflow drainage system and cause the isolation of structures by the inland ponding of floodwaters.
Flood Advisories	At least 6 hours before expected rainfall would overflow drainage systems and cause the isolation of structures by the inland ponding of flood waters.
Tropical Storm Watch	36 hours before possible tropical storm conditions
Tropical Storm Warning	24 hours before expected tropical storm conditions
Hurricane Watch	36 hours before possible hurricane conditions
Hurricane Warning	24 hours before expected hurricane conditions

The PBC Emergency Management organization operates in a modified integrated Incident Command System/Emergency Support Functions (ESF) organizational structure. The plan details roles and responsibilities of each of the ESFs and provides guidance to access federal and state support in an effort to ensure prompt and efficient response and recovery operations for all aspects and types of disasters. The PBC ESFs are consistent with State and Federal ESFs. The Village has assigned departmental responsibilities for providing essential functions during a disaster. Table II-3 details lead agencies that are designated because either they have a statutory responsibility to perform that function, or through its programmatic or regulatory responsibilities, the agency may have developed the necessary expertise to lead the ESF.

Table II-3
Local, state, and federal lead agencies for each
Emergency Support Function

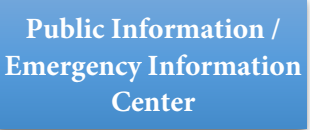
ESF	PALM SPRINGS DEPARTMENT	PBC LOCAL AGENCIES	FLORIDA STATE AGENCIES	UNITED STATES FEDERAL AGENCIES
OPERATIONS SECTION				
TRANSPORTATION	Public Works	Palm Tran	Department of Transportation	Department of Transportation
PUBLIC WORKS / WATER UTILITIES	Public Works/ Utilities	Eng. & Public Works/PBCWUD	Department of Environmental Protection / FDOT	U.S. Army Corps of Engineers / EPA
ENERGY	Public Works	Facilities Development and Operations	Public Service Commission	Department of Energy
DEBRIS MANAGEMENT	Public Works	Eng. & PW/SWA	N/A	Environmental Protection Agency
FIRE FIGHTING	Fire Rescue	Fire-Rescue	Dept. of Financial Svcs, Div. of State Fire Marshal	U.S. Forest Service, Department of Agriculture
SEARCH AND RESCUE	Fire Rescue	Fire-Rescue	Dept. of Financial Svcs, Div. of State Fire Marshal	Federal Emergency Management Agency
HAZARDOUS MATERIALS	Fire Rescue	Fire-Rescue	Department of Environmental Protection	Environmental Protection Agency
LAW ENFORCEMENT AND SECURITY	Police	Palm Springs Police Department	Department of Law Enforcement	NA
MASS CARE	Varies	American Red Cross	Department of Business and Professional Regulation	FEMA
HEALTH AND MEDICAL	Fire Rescue	Health Department	Department of Health	Department of Health and Human Services
FOOD AND WATER	Parks & Rec	Community Services	Department of Agriculture & Consumer Services	Department of Agriculture
ANIMAL ISSUES	Public Works	Animal Care & Control	Department of Agriculture & Consumer Services	NA
UNMET NEEDS	Varies	Disaster Recovery Coalition	N/A	N/A
SPECIAL NEEDS	Varies	PBC	Dept. of Health	N/A
DAMAGE ASSESSMENT	PZB, Public Works, Utilities	Dept. of PZ&B		FEMA
HOUSING	PZ&B	Housing & Community Development		Housing & Urban Development
BUSINESS AND INDUSTRY	Varies	Public Safety Dept.	N/A	N/A

LOGISTICS SECTION				
HUMAN RESOURCE	HR	Human Resources Dept.	N/A	N/A
PURCHASING	Finance	Purchasing Dept.	Dept. of Management Services	General Services Administration
VOLUNTEERS & DONATIONS	Village Clerk	United Way	Florida Commission on Community Service	NA
INFORMATION TECHNOLOGY	IT	Information Systems Services	N/A	N/A
COMMUNICATION	IT	Facilities Development & Operations	Department of Management Services	Office of Science and Technology Policy
FLEET & FUEL	Public Works	Facilities Development & Operations	N/A	N/A
FACILITIES	Public Works / Utilities	Facilities Development & Operations	N/A	N/A
LOGISTICS STAGING AREA & COUNTY STAGING AREA	Varies	Parks & Recreation Dept.	Div. of Emergency Management	N/A
POD & BULK DISTRIBUTION	Parks & Rec	Community Services Dept.	N/A	N/A
PLANNING SECTION				
DOCUMENTATION	Administration	Public Safety	Department of Management Services	N/A
SITUATION	Administration	Public Safety	Department of Management Services	N/A
DEMOBILIZATION	Varies	Public Safety	Department of Management Services	N/A
FUSION CENTER	Varies	Public Safety	FDLE	N/A
RESOURCES	Finance	Public Safety	Department of Management Services	N/A
ADMINISTRATION/FINANCE SECTION				
CLAIMS & COMPENSATION	Risk Specialist	Human Resources	N/A	N/A
TIME	Finance	Human Resources	N/A	NA
PROCUREMENT	Finance	Purchasing	N/A	NA
COST	Finance	Office of Finance Mgmt. & Budget	N/A	N/A

PBC DEM established an Emergency Operating Area Program (EOA) to improve local response to impacted areas and coordinate the expeditious restoration of roads, communications, emergency services, security, utilities and transportation while addressing critical community service needs. The EOAs are field command posts under the direction and control of the CEOC utilizing an area command structure to provide communication and resource coordination between the EOC, municipalities, other government agencies, nonprofit organizations, and the public. The EOAs provide information to the EOC on human needs, Rapid Impact Assessment, and resource coordination to help ensure the County's efficient recovery from disasters. There are six (6) coordination sites and the Village of Palm Springs is included in EOA #4. The decision to activate an EOA will be made within the EOC and is driven by the severity of the storm or event. It's possible that all EOAs may not be activated simultaneously.

PUBLIC INFORMATION / EMERGENCY INFORMATION CENTER

The Public Information Unit (PIU) will handle public information needs. Palm Beach County, in collaboration with partner agencies, has developed an extensive public outreach and education program that targets special populations in addition to the general public. Below are some information distribution mechanisms.



- Media Releases
- Social Media (Facebook & Twitter)
- Internet Website
- Direct Broadcast via the NOAA Weather Radio
- Direct Notification
- Dialogic Telephone Call Down System
- Hurricane Brochure
- Public Presentations/Speaker Forums
- Library

The Division of Emergency Management activates the EIC simultaneously with the EOC. The EIC may be accessed by dialing 561-712-6400 or toll-free 877-655-0495/561-930-7282, or TDD for the hearing impaired 561-712-6343. It is staffed by county staff on a 24-hour basis and provides information related to emergency preparedness, evacuations, shelters, and post-disaster recovery information including Disaster Recovery Centers, Recovery Information Centers, Comfort Stations, Distribution Sites, Disaster Legal Assistance, and Crisis Counseling. Spanish and Creole interpreters are also available to callers.

The Center for Information and Crises Services also operates a public information phone bank and coordinates with the EOC to ensure timely and accurate information distribution to the general public during a disaster. Residents can dial 930-1234 toll-free in Palm Beach County to receive disaster related information.

An informal call center may be established in the Village to provide direct services to Village residents and businesses who call first to Village Hall.

SPECIAL NEEDS SHELTER

Village residents with special needs are required to register through *Palm Beach County Special Care Unit*. The Special Needs Program provides refuge for citizens with medical conditions who require continuous power supply for survival. The shelter is located at the South Florida Fair and Exposition Center.

The Special Care Unit (SCU) has physicians and nurses on staff, a generator, is wind resistant, and is not located in a high-risk area.

All clients **must** pre-register and meet the following criteria:

- Oxygen dependent residents requiring electricity;
- Insulin-dependent diabetics requiring insulin refrigeration and supervisory medical care; and
- Patients who are too immobile for a regular shelter, and/or have chronic stable illness but are unsuitable for a regular shelter.

The application is approved by the Health Department and transportation assistance may be provided. SCU occupants whose homes have been destroyed or rendered unsafe for occupancy will be cared for by the American Red Cross, the Palm Beach County Division of Human Services, and the Florida Department of Family and Children Services. PBC DEM maintains a registry of all clients assigned to the unit.

SHELTERS

For hurricanes and tropical storm events, PBC operates hurricane evacuation shelters. Sheltering for All Hazards - Non Hurricane is coordinated by the PBC American Red Cross (ARC). ARC will also shelter disaster victims who are left homeless due to any disaster events.

DISABLED ASSISTANCE PROGRAM

Palm Beach County has established a Disabled Assistance Program to provide transportation to Red Cross Hurricane Shelters for disabled persons who live in a mobile home. In order to be eligible for the Disabled Assistance Program, citizens must pre-register and meet the following criteria:

- Live in a mobile home;
- Be physically handicapped; or
- Have no other means of transportation.

Residents are encouraged to have an contingency emergency transportation plan in place. Once winds reach a sustained level of 40-45 mph, bus services will be discontinued.

III. PREPAREDNESS ACTIVITIES

The Incident Commander (Village Manager) is responsible for the development and maintenance of the EMP and ensuring that necessary revisions to this plan are prepared, coordinated, published, and distributed by the Assistant Village Manager. The Information Technology Manager is responsible for the preservation of vital records/documents deemed essential for continuing government functions and conducting post-disaster operations.

The Village's preparedness program addresses the requirements for each of the following preparedness steps: Planning, training, equipping, exercising, evaluating, corrective actions, and mitigation actions. Relevant NIMS standards, guidelines, processes, and protocols is implemented through a continuous cycle of planning, training and exercises; personnel qualification and certification; and equipment certification.

Resources used to support incident management requirements will be coordinated through applicable departments. Contracts are completed to meet known resource needs. Some current contracts are:

RESOURCE	COORDINATING DEPARTMENT
Statewide Mutual Aid Agreement	Administration
Debris management	Public Works
Staff Meals	Parks and Recreation
FL Interoperable Network	Police
800 MHZ system	Police
Village Website Updates	PIO / Library
Social Media Updates	PIO / Library

Managing incidents are prioritized as follows:

1. life/safety
2. property security/safety

The Village ensures that communications effectively support the complete spectrum of incident management activities by utilizing the Palm Beach County 800 mhz radio system for all communication needs. The Village is a participant in the Florida Interoperability Network and has access to other regional systems (et. al. EDICS, MARK Units, EDWARDS).

EXERCISES

The Village of Palm Springs shall conduct or participate in yearly emergency management exercises to maintain the operational readiness of all TEAM members. Exercises may be tabletop, functional, or full-scale scenarios based upon the required exercise objectives. Upon the completion of an exercise or an actual activation, a critique is conducted and an After Action summary report created that delineates corrective actions.

TRAINING

The Village encourages employees to participate in training opportunities. The Village receives information on local training courses on emergency management areas from the PBC DEM. Local and state courses are made available to county, municipal, and volunteer agencies via the quarterly newsletter, internet webpage, upcoming events flyer, meeting announcements and direct solicitation. Under the NIMS, national standards for the qualification and certification of emergency response personnel are identified.

EQUIPMENT CERTIFICATION

Incident management and emergency responder organizations rely on various types of equipment to perform essential tasks. A critical component of operational preparedness is the acquisition of equipment that will perform to certain standards, including the capability to be interoperable with equipment used by other jurisdictions. The Village maintains a NIMS asset inventory.

STATEWIDE MUTUAL AID AGREEMENT (SMAA)

Palm Beach County and 39 municipalities within the county are signatories to the SMAA. The agreement provides for standard protocols in the request, utilization, and reimbursement process of all mutual aid resources. All agencies requesting or responding to mutual aid requests through the SMAA should coordinate response efforts through the Village Manager. The State Mutual Aid Agreement was updated in March of 2019.

IV.MITIGATION

All mitigation activities are coordinated through the Village's LMS representative. The Village has pre-identified potential projects on the Palm Beach County LMS Prioritized Project List (PPL). Following a disaster event, the prioritized projects will be proposed for funding in their ranked order as funds become available. All departments are responsible for identifying mitigation projects, reviewing benefit/cost analysis with the Village's LMS representative to assess eligibility, and submitting project proposals in the LMS portal during funding cycles. All departments will seek out applicable grants as a funding source for identified projects.

Governmental units, including municipalities, the county, special taxing districts, and private non-profit agencies develop their own lists of needed mitigation projects. These projects are then submitted to the LMS Steering Committee and are ranked and prioritized. The LMS Steering Committee maintains a current listing of desired and needed mitigation projects for mitigation funding including Hazard Mitigation Grants Program (HMGP), Pre-Disaster Mitigation program (PDM), Flood Mitigation Assistance (FMA) program, Community Development Block Grant (CDBG), and other funding opportunities. The ultimate objectives of the LMS process are:

- Improve the community's resistance to damage from known natural, technological, and societal hazards;
- Place Palm Beach County in a position to compete more effectively for pre- and post-disaster mitigation funding;
- Reduce the cost of disasters at all levels; and
- Speed community recovery when disasters occur.

When the State opens the application period for a new disaster's HMGP funds, the LMS Steering Committee will coordinate the submission of the members projects based on the approved prioritized project list. Upon approval by the State, the owning member of the funded project will be responsible for completing the Funding Agreement with the state, providing the required match of funds, and completing all other grant reporting and management requirements.

Details of legislative sanctions, inter-local agreements, memorandums of understanding (MOUs), mutual aid compacts, and other agreements creating and empowering these entities are discussed in Section 4.0 – Inventory and Evaluation of Existing Hazard Management Goals, Policies, Procedures, Ordinances, Projects, and Activities in the Palm Beach County LMS.

V. DEPARTMENT PLANS & STANDARD OPERATING GUIDES/PROCEDURES

Each department is responsible for maintaining individual department policies for Hurricane/Tropical Storm events. The policies are included by reference within the Appendix. This section provides detailed procedures to address staffing, equipment, tasks, and coordination.

ADMINISTRATION

Includes Village Manager and Village Clerk Emergency Plan

ADMINISTRATION CHECKLIST	
	Coordinate activities with Village departments
	Advise Mayor and Council when Declaration of Local State of Emergency is needed
	Activate Emergency Operations Center, when needed
	Coordinate information from PBC DEM
	Coordinate with PBC Fire Battalion Chief on fire/rescue response
	Receive Initial Damage Assessment Reports from departments and coordinate information with the County
	Coordinate activities between Village and County
	Disseminate public information via PIO

POLICE

Police Department Emergency Plan

POLICE DEPARTMENT CHECKLIST	
	Secure Police Facility
	Arrange sleeping areas and food requirements for department
	Check equipment and obtain supplies
	Fuel vehicles
	Code Enforcement: cite/require property owners with bulk/garbage to move to secure location until after storm
	Establish post-storm security of public facilities
	Carry out evacuation orders, as applicable
	Prepare Rapid Impact Assessment Reports and submit to EPG
	Coordinate wire/pole down conditions with FPL, LW Electric and Public Works
	Assist with traffic signal operations at generator back-up locations
	Provide temporary traffic control, as needed

PUBLIC WORKS

Public Works Department Emergency Plan

PUBLIC WORKS DEPARTMENT CHECKLIST	
	Shutter/secure all Village owned buildings
	Check equipment and obtain needed supplies
	Fill fuel tanks
	Fuel vehicles and generators
	Maintain a list of available equipment (prepare to track usage)
	Secure materials in Public Works yards and at parks
	Charge portable radios
	Stock van with equipment and tools
	Remove all flags from public buildings
	Arrange vehicles to minimize damage
	Assign disaster crew
	Prepare EOC room fixtures and equipment, when activation is imminent
	Pre-Storm coordination communications with Village waste hauler (including last minute pick-ups)
	Post-Storm coordinate with Contractor for debris removal along public roadways and municipal properties
	Assist PD with traffic maintenance (provide cones, barricades, flagman as needed)
	Monitor unsafe roads, coordinate signage, and close roads, if needed
	Utilize SWA's load ticket process and verify loads prior to leaving Village
	Assist with damage assessment for all public assistance damages including parks, debris removal, protective measures, and damages to Village-owned facilities and equipment not assigned to other departments
	Coordinate clean-up efforts for all public facilities including parks, rights-of-way, building grounds, and repairs to Village-owned facilities and equipment not assigned to other departments
	Make temporary repairs and secure damaged buildings, if needed
	Provide temporary signage where needed
	Refer to NIMS Asset Inventory for equipment, vehicles, and resources
	Provide EOC Support with equipment, supplies and personnel, as needed for situation

FINANCE

Finance Department Emergency Plan

FINANCE DEPARTMENT CHECKLIST	
	Put vital documents and supplies in a safe location
	Determine impact to payroll and accounts payable, determine if cash will be needed for payroll and or supplies
	Secure funds for emergency related operations
	Purchase emergency supplies
	Prepare for cost recovery documentation (and provide updates to depts on necessary information)
	Coordinate preparation of FEMA Forms
	Assist with procurement of needed equipment, materials, services, and supplies

INFORMATION TECHNOLOGY

IT Department Emergency Plan

INFORMATION TECHNOLOGY DEPARTMENT CHECKLIST	
	Assist with Emergency Operations Center set-up
	Secure network back-up(s), assess offsite/cloud storage for recovery
	Initiate computer back-up procedures (minimum 24 hours)
	Check and recover computer information
	Safeguard all computer equipment
	Provide assistance to other departments as needed, with securing hardware
	Procure needed equipment, materials, services, and supplies
	Assist with Damage Assessment of IT-related infrastructure and equipment

PLANNING,ZONING & BUILDING

PZB Department Emergency Plan

DEPARTMENT OF PLANNING, BUILDING AND ZONING CHECKLIST	
	Review preparedness plan with contractors
	Inspect construction job sites to ensure that construction materials are secure
	Notify contractors to schedule dumpster pick-up for construction sites and remove all materials stored or stacked on roof, or tie down with steel straps secured to roof, or complete installation within 24 hours
	Prepare emergency permits, affidavits, inspection logs etc.
	Hold training on Damage Assessment collector app for assigned team members
	Conduct Initial Damage Assessment for residences based on Rapid Impact Assessments (RIA)
	Conduct initial damage assessments for commercial properties based on RIA
	Conduct habitability studies

	Assist Public Works and Utilities in re-inspection of identified damage to Village facilities
	Reprioritize building permits
	Accompany state and county DAT's into field to review damage assessment
	Assist with delivering tarps
	Assist other departments as needed.
	Prepare map documenting damage assessment information
	Determine temporary housing needs of residents and coordinate with County on assistance

PARKS AND RECREATION

Parks and Recreation Department Emergency Plan

PARKS & RECREATION DEPARTMENT CHECKLIST	
	Administer emergency plan for Aftercare and Camp Programs
	Maintain a list of volunteers
	Notify renters of field and facility closures
	Secure Park Buildings and facilities
	Update Village marquees with emergency information post event
	Assist with parks and Village grounds clean-up effort
	Assist with Initial Damage Assessment in parks
	Coordinate food for EOC and essential personnel
	Coordinate temporary child care for staff
	Coordinate distribution of supplies
	Coordinate with County on establishment of POD in Village, if activated

LIBRARY

Public Library Emergency Plan

PUBLIC LIBRARY CHECKLIST	
	Maintain list of HOA contact information to provide information
	Prepare building and computers for storm event
	Notify public of facility closure
	Coordinate with Administration on dissemination of public information
	Update Emergency webpage(s)
	Help Parks & Recreation coordinate food for EOC and essential personnel (and general employees directed to return to work during recovery operations)
	Assist with Damage Assessment, if necessary
	Assist residents using library computers for public assistance requests

HUMAN RESOURCES

Human Resources, including Risk Management, Emergency Plan

HUMAN RESOURCES CHECKLIST	
	Maintain FEMA training certifications in personnel files. Establish annual deadline for new/promoted employees to complete required training.
	Educate Village staff on internal preparation and response activities (assist with annual training and hurricane exercise)
	Communicate with Village employees on emergency protocol
	Maintain current photos of Village properties and facilities and equipment
	Assist with damage assessment documentation
	Coordinate insurance claims
	Facilitate pick-up and dissemination of supplies (for Village staff) from County DEM

UTILITIES

Utility Department Emergency Plan

UTILITIES DEPARTMENT CHECKLIST	
	Chlorinate and fill water tanker
	Fuel vehicles and generators
	Check equipment, chemicals and obtain needed supplies
	Charge portable radios
	Arrange vehicles to minimize damage
	Assign disaster crew
	Prepare equipment list to track type and usage
	Assist with damage assessment for utility plants/grounds and utility facilities
	Coordinate clean-up efforts for utility facilities including grounds
	Provide portable generator connections at designated locations
	Assist PBC with operating lift station generators within Village boundaries
	Refer to NIMS Asset Inventory for equipment, vehicles, and resources.

VI. APPENDIX

A.1 LIST OF ACRONYMS

A.2 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) GLOSSARY OF KEY TERMS

A.3 DEPARTMENTAL PROCEDURES, CHECKLISTS AND CONTINUITY OF OPERATIONS PLANS

A.1 LIST OF ACRONYMS

ACIC	All County Information Center
ACLF	Adult Congregate Living Facility
ALF	Assisted Living Facility
ALS	Advanced Life Support
ARC	Palm Beach County Chapter of the American Red Cross
BARR	Business Addressing Readiness and Recovery Program
BCC	Palm Beach County Board of County Commissioners
CDBG	Community Development Block Grant
EMP	Comprehensive Emergency Management Plan
CEOC	County Emergency Operations Center
CRS	Community Rating System
DAT	Damage Assessment Team
DCD	Department of Community Development
DEM	Palm Beach County Division of Emergency Management
DEO	Department of Economic Opportunity
DEP	Department of Environmental Protection
DFO	Disaster Field Office
DOC	Department Operations Center
DRC	Disaster Recovery Centers
DSR	Damage Survey Report
EAS	Emergency Alert System
ECOMM	Communications Mobile Unit
EIC	Emergency Information Center
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center

EOP	Emergency Operations Plan
EPG	Executive Policy Group
ESATCOM	Emergency Satellite Communications System
ESF	Emergency Support Function
FDEM	Florida Division of Emergency Management
FEMA	Federal Emergency Management Agency
FMAP	Flood Mitigation Assistance Program
FOG	Field Operations Guide
FS	Florida Statutes
EMP	Palm Springs Emergency Management Plan
GIS	Geographic Information System
HAZMAT	Hazardous Material
HMGP	Hazard Mitigation Grants Program
HSPD-5	Homeland Security Presidential Directive - 5
IAP	Incident Action Plan
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IC/UC	Incident Command or Unified Command
IMT	Incident Management Team
JIC	Joint Information Center
JIS	Joint Information System
LEMN	Local Emergency Management Network
LMS	Local Mitigation Strategy
LNO	Liaison Officer
NDMS	National Disaster Medical System

NFIP	National Flood Insurance Program
NGO	Nongovernmental Organization
NHC	National Hurricane Center
NIMS	National Incident Management System
NOAA	National Oceanic Atmospheric Administration
NRP	National Response Plan
NWS	National Weather Service
PA	Public Assistance
PBC	Palm Beach County
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
POLREP	Pollution Report
PVO	Private Voluntary Organizations
PZ&B	Planning, Zoning and Building
R&D	Research & Development
RESTAT	Resources Status

RMPM	Recovery Mitigation Program Management
ROSS	Resource Ordering and Status System
SCU	Special Care Unit
SDO	Standards Development Organizations
SEOC	State Emergency Operations Center
SERT	State Emergency Response Team
SFWMD	South Florida Water Management District
SITREP	Situation Report
SMAA	Statewide Mutual Aid Agreement
SO	Safety Officer
SOP	Standard Operating Procedure
SWA	Solid Waste Authority
UC	Unified Command
UNC	Unmet Needs Committee
US&R	Urban Search and Rescue

A.2 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) GLOSSARY OF KEY TERMS

For the purposes of the NIMS, the following terms and definitions apply:

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

Assessment: The evaluation and interpretation of measurements and other information to provide a basis for decision-making.

Assignments: Tasks given to resources to perform within given operational periods that is based on operational objectives defined in the IAP.

Assistant: Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

Assisting Agency: An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

Available Resources: Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Check-In: The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

Chief: The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

Command: The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Common Operating Picture: A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence. **Communications Unit:** An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

Cooperating Agency: An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Coordinate: To advance systematically an analysis and exchange of information among principals who have or may have a need to know certain information to carry out specific incident management responsibilities.

Deputy: A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Dispatch: The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Emergency: Absent a Presidential declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Operations Centers (EOCs): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, Village, tribal), or some combination thereof.

Emergency Operations Plan: The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency Public Information: Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Emergency Response Provider: Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002). Also known as Emergency Responder.

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Event: A planned, none emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

Federal: Of or pertaining to the Federal Government of the United States of America.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division.)

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Incident: An occurrence or event, natural or human-caused that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan: An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Initial Action: The actions taken by those responders first to arrive at an incident site.

Initial Response: Resources initially committed to an incident.

Intelligence Officer: The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Village, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison: A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Logistics: Providing resources and other services to support incident management. Logistics Section: The section responsible for providing facilities, services, and material support for the incident.

Major Disaster: As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Management by Objective: A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations— Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multiagency Coordination Entity: A multiagency coordination entity functions within a broader multiagency coordination system. It may establish the priorities among incidents and associated resource allocations, deconflict agency policies, and provide strategic guidance and direction to support incident management activities.

Multiagency Coordination Systems: Multiagency coordination systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of multiagency coordination systems include facilities, equipment, emergency operation centers (EOCs), specific multiagency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Multijurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual-Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

National Disaster Medical System: A cooperative, asset-sharing partnership between the Department of Health and Human Services, the Department of Veterans Affairs, the Department of Homeland Security, and the Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

National Incident Management System: A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources. National Response

Plan: A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

Nongovernmental Organization: An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Meeting: A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

Planning Section: Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Preparedness Organizations: The groups that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO). **Processes:** Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

Public Information Officer: A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Publications Management: The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

Qualification and Certification: This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

Reception Area: This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private- sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Resource Management: Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, State, local, and tribal teams; and resource mobilization protocols.

Resources Unit: Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes.

As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Safety Officer: A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Section: The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

Span of Control: The number of individuals a supervisor is responsible for usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

Staging Area: Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

State: When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Strategic: Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities; the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strike Team: A set number of resources of the same kind and type that have an established minimum number of personnel.

Strategy: The general direction selected to accomplish incident objectives set by the IC.

Supporting Technologies: Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

Technical Assistance: Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm, or danger.

Tools: Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

Tribal: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Type: A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualifications.

Unified Area Command: A Unified Area Command is established when incidents under an Area Command are multijurisdictional. (See Area Command.)

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

Volunteer: For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.

A.3 DEPARTMENTAL PROCEDURES, CHECKLISTS AND CONTINUITY OF OPERATIONS PLANS

(Available upon request - internal use only - portions exempt from public record laws pursuant to Chp. 119.071, F.S.)

EXHIBIT A HURRICANE RESPONSE DELINEATION SCHEDULE

For this hazard a Hurricane Response Schedule is used to describe the emergency response actions that should be accomplished when responding to a hurricane. The schedule establishes phases for the approaching hurricane, each Village Department will have Emergency Management Procedures, Checklists And Continuity Of Operations Plans that describes the activities to be completed during each phase, and sets the priority for the activities to be completed. Each phase covers a discrete period of time and details the specific actions that should be completed during the phase.

Usually, phases correspond to hours before the estimated time of arrival of gale/hurricane force winds, immediate response actions after landfall of hurricane force winds, through termination of all response activities. Typical phases include:

- Monitoring Phase. 72-48 hours before the arrival of gale force winds (32-63 mph).
- “Watch” Phase. 48-36 hours before the arrival of gale force winds. It is likely that a tropical storm watch would be issued during this period.
- “Warning” Phase. 24 hours before arrival of gale force winds through termination of the emergency. Hurricane watches and warnings would be issued by the NWS during this period.

For each phase in the schedule every Village Department's Emergency Management Procedures, Checklists And Continuity Of Operations Plan should:

- Describe actions to be taken in the phase.
- Identify the official responsible for the action.
- Define the hours needed before arrival of gale force winds to carry out the activity.
- Describe the priority of the action to be taken.
- Contain other critical information that tasked organizations need to perform their assigned responsibilities.



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Public Works

ITEM #3: Change Order No. 1 - Lakewood Rd (East) Stormwater Improvements Project (Task Order No. 249) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund) - Engenuity Group, Inc.

Summary: On March 10, 2016, the Village Council approved Task Order No. 249 with Engenuity Group Inc. for design services for the Lakewood Road Stormwater Improvements (East) Project for the amount of \$20,848.00.

As part of the initial design phase, it was discovered that existing utility easements were required, as was a drainage easement for stormwater modifications along the drainage ditch at the rear of the properties.

The Village's contracted engineer, Engenuity Group Inc., and the Public Works department are requesting an amendment to the contract for Task Order No. 249 (Change Order No.1) of \$13,500.00 for the additional design services.

FISCAL IMPACT:

<u>Item</u>	<u>Contract Amount</u>
Original Contract Amount	\$20,848.00
CO No. 1	<u>\$13,500.00</u>
Revised Contract Amount	\$34,348.00

If approved, the total cost of the Lakewood Road Stormwater Improvements (East) Project within Task Order No. 249 will increase to \$34,348.00.

Funding to support the Lakewood Road Stormwater Improvements (East) Project (Task Order No. 249) was provided by the Stormwater Enterprise Fund.

ATTACHMENTS:

1. Change Order No.1 Sketch-Design
2. Engenuity Proposal Sketch-Design
3. Work Authorization Agreement

Change Order No. 1

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 249

Contractor:

Project Bid No. (ITB #):

Engineer: Engenuity Group

Engineer's Project No.: 6001.68

Project: Lakewood Stormwater Improvements (East)

The Contract is modified as follows upon execution of this Change Order:

Description: Engenuity Group, Inc. will prepare Eighteen (18) Sketch and Description on behalf of the Village of Palm Springs so they can obtain drainage easements from the various homeowners impacted.

Attachments: *Proposed CO#1, Original Work Authorization*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>20,848.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days / dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ _____	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>20,848.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ dates
[Increase] [Decrease] of this Change Order: \$ <u>13,500.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price incorporating this Change Order: \$ <u>34,348.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ dates

RECOMMENDED:
By: C. ANDRE RAYMAN
Engineer (if required)

Title: LAND SURVEYORDate: 1-17-2023

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Title: _____

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

January 09, 2023

Andrew Klausner
Project Coordinator
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(Via email: aklausner@vpsfl.org)

**Re: Professional Surveying Services
Lakewood Road Stormwater Improvements
Sketch & Descriptions
Palm Springs, Florida
Engenuity Group Project No. 6001.68**

Dear Mr. Klausner:

We are pleased to offer this proposal to render Professional Surveying services in connection with Lakewood Road Stormwater Improvements located in Village of Palm Springs, FL (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare Eighteen (18) Sketch and Description on behalf of the Village of Palm Springs so they can obtain drainage easements from the various homeowners impacted. The sketch and descriptions will be prepared pursuant to Chapter 5J-17.050, Florida Administrative Code and the width of each easement will be provided by the client prior to the commencement of these services.

Sketch and Descriptions (\$750 each) Fee: \$13,5000.00

The final deliverable will be an electronically signed and sealed copy of each of the Sketch and Descriptions which can be provided within thirty (30) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any

undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



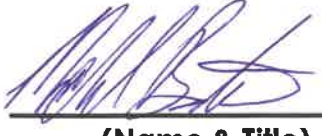
Jennifer Malin, P.S.M.
Director of Surveying

Approved by,



Andre Rayman, P.S.M.
President

**Authorization: Professional Surveying Services
Lakewood Road Stormwater Improvements
Sketch & Descriptions
Palm Springs, Florida
Engenuity Group Project No. 6001.68**

By:  Village Manager Date: 1/18/23
(Name & Title)

For: _____
(Name of Company)

Contract Amount: \$13,500.00

I am ____ I am not ____ The Owner of the Property

The Property Owner Is: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE TASK ORDER

DATE: 01/31/2019

TASK ORDER NO. **249** FOR CONSULTING SERVICES

VILLAGE RFQ. NO.: 2016-002

G/L CODE: 42338-56349

ENGENUITY GROUP, INC. PROJECT NO.: 6001.68

PROJECT TITLE: Lakewood Road Stormwater Improvements

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated March 10, 2016 between the Village of Palm Springs ("VILLAGE"), and Engenuity Group, Inc. ("CONSULTANT") hereafter referred to as the Agreement, approved via Resolution 2016-25.

I. PROJECT DESCRIPTION

This project involves the survey and engineering design of the restoration of swale grades along the north side of Lakewood Road in order to direct surface water into the existing ditch. This project will restore flow capacity and facilitate conveyance of collected runoff to the LWDD L-11 Canal.

I. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 –Professional Surveying Services

1. Provide 1 (one) cross section at 100' intervals of the drainage ditch running from Lakewood Road to the L11 Canal (1300'), locating trees, fences, sheds etc. within 10 feet on either side of the ditch.
2. Research the existing Florida Power & Light (FPL)/ drainage easement.

TASK 2 – Engineering Design

Project Kickoff

Design will include a kickoff meeting and site visit. CONSULTANT will develop meeting minutes and distribute these minutes to attendees by e-mail within 5 business days of the meeting.

90% Design

The CONSULTANT will prepare 90% level drawings and specifications indicating the scope, extent, and character of the site work.

Drawings will be prepared on 24" x 36" sheets using AutoCAD (latest version). The design will incorporate VILLAGE standard details as appropriate.

Design will be based on the Village Stormwater Master Plan.

The 90% submittal will include an opinion of probable construction cost based on ENGINEER'S best judgment as an experienced and qualified professional engineer generally familiar with the construction industry.

The CONSULTANT will provide the VILLAGE with a set of plans at 90%. Following receipt of the VILLAGE's comments on the 90% submittal CONSULTANT will participate in a meeting with the VILLAGE to review the comments and agree upon modifications to be incorporated into the 100% submittal. CONSULTANT will develop meeting minutes and distribute these minutes to attendees by e-mail within 5 business days of the meeting.

100% Design

The CONSULTANT will incorporate comments received from the VILLAGE and prepare 100% design drawings, technical specifications suitable for bidding and construction. Specifications will include front end documents including EJCDC (2013 Edition) bidding documents, contract forms, and contract conditions. Technical specifications will be provided in the specification book. Front end documents will be provided by the VILLAGE and added to the technical specifications.

The 100% design submittal will include a final opinion of probable construction cost.

TASK 3 – BIDDING

The CONSULTANT will attend the pre-bid conference and issue minutes from the conference. CONSULTANT will issue addenda as appropriate to clarify, correct, or modify the bidding documents. CONSULTANT will attend the bid opening, evaluate bids and make a recommendation for award. Advertising of the bid will be handled by the VILLAGE.

TASK 4 – CONSTRUCTION SERVICES

CONSULTANT will attend a pre-construction conference prior to work at the site.

CONSULTANT will have no more than 2 site visits by the engineer appropriate to the various stages of construction as the engineer deem necessary.

CONSULTANT will issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the contractor's work. Review and approve or take other appropriate action in respect to shop drawings, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project.

CONSULTANT will prepare a review of the contractors work once deemed ready for use and prepare a punch list of items for the contractor to remedy and determine if the project is substantially complete.

CONSULTANT will conduct a final review to determine if complete work of the contractor is acceptable.

CONSULTANT will provide review of the contractors pay applications.

DELIVERABLES

Task 1

- Four (4) signed and sealed 24"x36" copies of the survey

Task 2

- Kickoff Meeting: Meeting agenda and minutes
- 90% Submittal:
 - Four (4) 11"x17" copies of 60% Design Drawings and Technical Specifications
 - Four (4) copies of Opinion of Probable Construction Cost
 - 90% Review Meeting agenda and minutes
- 100% Submittal:
 - Four (4) signed and sealed 24"x36" copies of 100% Design Drawings
 - Four (4) signed and sealed copies of 100% Bid Documents
 - One (1) CD containing AutoCAD files (latest version) and a pdf of the 100% Design Drawings and Bid Document
 - Four (4) copies of Opinion of Probable Construction Cost

Task 2

- Pre-bid Meeting agenda and minutes
- Responses to bidder questions for incorporation into Addenda

- Four (4) signed and sealed copies of the Recommendation of Award

Task 3

- Pre-construction conference meeting agenda and minutes
- Copies of accepted and final shop drawings
- Site visit reports
- Four (4) copies of all completed contract modifications
- Copies of reviewed and approved partial and final pay request applications

II. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Task Order within the schedule outlined in Table A below.

**III. Table A
Schedule**

<u>Activity</u>	<u>Dates</u>
Survey Complete	March 2019
Design Complete	April 2019
Bid Documents	April 2019
Advertise, Accept Bids and Award Contract	May 2019
Start Construction	June 2019
Complete Construction	Aug 2019

* The schedule is based upon conducting a review meeting within 7 calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within 7 calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

IV. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an Hourly Not-to-Exceed Fee of \$20,848.00 as outlined in Table B below.

**Table B
Budget Summary**

Description	Total
Professional Surveying Services- FIELD (20hr) & AUTOCAD (20 hrs)	\$4, 600.00
90% Design	\$5,028.00
100% Design	\$3,024.00

Bidding	\$2,616.00
Construction Services	\$5,580.00
TOTAL	\$20,848.00

V. ASSUMPTIONS

Only grading and drainage design is included in the engineering design scope. No other utility work is included in this proposal.

No permitting is anticipated.

Any required title search will be provided by VPS.

VI. AGREEMENT REFERENCE

The work authorized under this Task Order shall be performed under the terms and conditions described within the Professional Services Agreement dated March 10, 2016, by and between the Village of Palm Springs ("VILLAGE") and ENGENUITY GROUP, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ENGENUITY GROUP, INC.

By:  _____

Print Name: Adam C. Swaney, PE

Title: VP/Director of Engineering

VILLAGE OF PALM SPRINGS

By:  _____

Date: 2/8/2019

Village Attorney's Office

Approved as to form and legality

By: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Utilities

ITEM #4: Authorize Vacuum Sewer System (AIRVAC) Parts & Supplies Purchase - Single-Source Purchase - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund)

SUMMARY: The Utilities Department, throughout the year, needs to purchase parts and supplies for the Village's three (3) Vacuum Sewer Systems. This sewer system is a proprietary system provided by Aqseptence Group, Inc., and it recommends that we utilize their patented parts and supplies within our Vacuum Sewer System.

Aqseptence Group has provided a letter outlining the proprietary nature of this system and that the parts and supplies would only be available directly from their company. The proposed agreement to purchase parts and supplies would provide a 5% discount off the current listed price for all AIRVAC parts and Busch vacuum pumps, as well as fixed rates for the Busch "Exchange Plus" program. Thus, it is recommended to authorize the Village to make the necessary AIRVAC parts purchases under the Single-Source purchasing provision within the Village's Purchasing Code.

The Village's Purchasing Code - Section 58-7. Conducting a search for available sources, the Procurement Official and the user/requesting department determine that only a single-source is practicable or, for other reasons, a single-source is in the Village's best interest. Upon determination of a single-source, contract negotiations shall commence with the single-source. If the contract terms are agreed upon, the single-source purchase may have a total value of \$35,000 or less. In that case, a contract between the Village and the single-source may be approved and executed by the Village Manager. If contract terms are agreed upon, and the single-source purchase is anticipated to have a total value of more than \$35,000, the council must approve the contract between the Village and the single-source.

If the single-source contract is approved, the Village will accept the Aqseptence group pricing, including all terms and conditions therein. The duration of the proposed agreement will expire on December 31, 2023.

The Village Attorney prepared the proposed agreement and reviewed it with the Assistant Utilities Director, Utilities Director, and Finance Director.

The Village has worked with the proposed vendor previously, and they have provided excellent service and quality products.

FISCAL IMPACT:

Funding to support purchases under this proposed contract is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. 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:

1. AIRVAC Pricing Contract Agreement
2. Aqseptence Single-Source Agreement



**Vacuum Technology
Systems**

Aqseptence Group, Inc.
4217 N Old U.S. 31
Rochester, IN 46975

Phone +1 574 223 3980
info.airvac@aqseptence.com
www.aqseptence.com

January 13, 2023
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Lisbet Silva

Ms. Silva,

In reference to: Pricing Contract Agreement 2023

The current discount pricing in this contract have been updated for the term of January 16, 2023 to December 31, 2023.

The 2023 prices for items contained in this contract shall be offered at a fixed discount of 5% off of current list pricing for all Airvac parts. The same 5% discount applies to all models of replacement Busch vacuum pumps. The Busch "Exchange Plus" program pricing will be offered at the rates below. Every pump will be delivered to the customer with a motor installed (unless otherwise specified by the customer). Core pump needs to be a complete pump (motor, exhaust box, module) and the Motor and Exhaust Box are required to be in good working condition or adder fees will apply.

Busch R5 Exchange Plus Pricing 2023

RA0400	\$11,265.35
RA0630	\$13,292.37
RA1000	\$24,680.57
RA1600	\$31,633.88

Prices for AIRVAC brand components do not include freight costs, sales, use, excise or any other tax, if applicable. Any such additional costs will be added to the component prices. Shipping terms are C.I.P. AIRVAC's factory. We do not publish a public price list. Labor shall be billed at Airvac's current standard hourly rate.

Some of the equipment we offer is proprietary in nature and is a sole source item. Those items are protected by United States patents. We will advise the Village of Palm Springs when requesting prices on items that are not of a proprietary nature. Non-proprietary manufactured items should not to be ordered using this Contract.

Please contact our Service Department for placing your order 800-247-8229 Option #2.

Any purchase order issued will need to be directed to Aqseptence Group Inc. at our home office in Rochester, IN., 4217 North Old US 31, 46975. Our standard payment terms and conditions form part of this offer. All items purchased will have the freight cost added to the invoice at the time of shipment. Freight C.I.P. Destination & Insurance/prepaid and ADD.

As a matter of importance, AIRVAC'S unique two-phase, plugless vacuum sewerage transport system and certain of its components are protected by United States patents. Obviously, the patented system and components may not be used or sold without authorization by Aqseptence Group Inc. Purchase of an equipment package from Aqseptence Group Inc. and use according to its specifications is an authorized use.

If you have any questions regarding this offer, please feel free to call us.

Sincerely,

Greg Namyak
US Service and Aftermarket Sales Manger
574-242-1672

cc: Clint Hawn
Dave Elias
Service Department
Julie Kotterman

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS ("AGREEMENT") is made this _____ day of _____, 2023, between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **Aqseptence Group, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "VENDOR", with its office located at 4217 N. Old US Hwy. 31, Rochester, IN 46975.

RECITALS

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the VILLAGE has a need to purchase parts for the vacuum sewer systems; and

WHEREAS, VENDOR submitted pricing for parts for the vacuum sewer system as a sole source provider pursuant to Section 58-7 of the Village Code;

WHEREAS, the VILLAGE desires to accept the VENDOR's pricing in order for VENDOR to render the goods and services to the VILLAGE as provided herein; and

WHEREAS, the VILLAGE has determined that VENDOR is the only source practicable for the purchase of the required parts, and it is in the best interest of the VILLAGE to enter into this Agreement with VENDOR; and

WHEREAS, the VILLAGE finds awarding the contract to the VENDOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the VENDOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. DESCRIPTION OF GOODS; PRICING.

1.1 VENDOR shall provide parts as requested by the VILLAGE at the pricing under additional terms as set forth in the VENDOR'S proposal, attached hereto as Exhibit "A" and incorporated herein.

1.2 The VILLAGE shall accept the goods and pay for the goods as allocated in the Fiscal Year's Budget in accordance with the terms of this Agreement.

1.3. The VENDOR shall submit an itemized invoice to the VILLAGE for approval prior to receiving compensation. The VENDOR shall be paid within thirty (30) days of receipt of an approved invoice.

1.3 Should the VILLAGE require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the VILLAGE's procurement code prior to any such additional goods being provided by the VENDOR.

3. TERM

3.1 This Agreement shall become effective upon execution by both parties and shall terminate on _____.

3.2 Notwithstanding paragraph 3.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the VENDOR would be compensated only for the parts provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the VILLAGE must pay for all material ordered or manufactured. No compensation shall be paid for demobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 3.2.

4. WARRANTIES.

4.1 VENDOR warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.

4.2 VENDOR provides general warranties of fitness and general warranties that the goods are free from defects, for one (1) year from acceptance of the goods, except as may otherwise be set forth in Exhibit "A," or other attached warranty: Manufacturer's warranty will apply. VENDOR shall provide all warranty documentation at time of delivery.

5. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

5.1 This Agreement consists of the terms and conditions provided herein and the VENDOR's proposal (Exhibit "A" and any attachments thereto). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other

Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6. ASSIGNMENT

6.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the VENDOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the VENDOR and not for the benefit or any other party. The VENDOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent.

6.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

7 SUCCESSORS AND ASSIGNS

7.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

8. WAIVER OF TRIAL BY JURY

8.1 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.

9. GOVERNING LAW AND REMEDIES

9.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

9.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10. TIME IS OF THE ESSENCE

10.1 Time is of the essence in the delivery of the goods as specified herein.

11. NOTICES

11.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the VENDOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the VENDOR to the VILLAGE shall be given to the VILLAGE address as follows:

Utilities Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the VENDOR shall be given to the VENDOR address as follows:

Aqseptence Group, Inc.
4217 N. Old US Hwy 31
Rochester, IN 46975

12. SEVERABILITY

12.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

13. COUNTERPARTS

13.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

14. LIMITATIONS OF LIABILITY

14.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

15. PUBLIC ENTITY CRIMES

15.1 VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

16. PREPARATION

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

17. PALM BEACH COUNTY INSPECTOR GENERAL

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

18. ENFORCEMENT COSTS

18.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

19. PUBLIC RECORDS

Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

20. COPYRIGHTS AND/OR PATENT RIGHTS

20.1 VENDOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the VENDOR agrees to hold the VILLAGE harmless from any and all liability, loss, or expense occasioned by any such violation.

21. FEDERAL AND STATE TAX

21.1 The VILLAGE of Palm Springs is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or vendors doing business with the VILLAGE of Palm Springs shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall any Vendor/Vendor be authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

22. E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, the VENDOR shall:

22.1 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;

22.2 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;

22.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

22.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

22.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

22.6 Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the VENDOR 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **AQSEPTENCE GROUP, INC.**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as _____ (title), of Aqseptence Group, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Utilities

ITEM #5: Equipment Purchase (Task Order No. 266) - Cooperative Purchase - Utilities Department (FY 2023 Budget Funded) - Tradewinds Power Corp.

SUMMARY: The Utilities Staff recommends cooperative purchasing of the current Sheriffs' Association & Florida Association of Counties contract awarding one (1) Emergency Back Up Generator for Vacuum Station No. 1 Task Order No. 266. In October 2020, the Florida Sheriff's Association & Florida Association of Counties completed a competitive selection process for heavy equipment (Bid No. FSA20-EQU18.0). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2023 Budget, the Village Council approved the purchase of one (1) Emergency Back Up Generator for \$111,100.00. In addition, the Utilities Department obtained a bid for \$103,718.00 from Tradewinds Power Corp.

If approved, the Village would accept Tradewinds Power Corp. pricing by utilizing the Florida Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

Note: This purchase is about Vacuum Sewer Station No. 1 Building improvements Task Orders No. 240, 266, and 278 awarded to Hinterland Group on July 8, 2021. Change Order 1 was issued to cover the Emergency Generator portion of the awarded contract, Task Order 266.

By Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements outlined in this purchasing code. The Council must approve all village purchases from a cooperative purchasing agreement which expects to have a total value of more than \$35,000.00.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal. The vendor has previously provided quality products and services to the Village.

FISCAL IMPACT:

Funds to support this proposed equipment purchase are available within the FY 2023 Budget – Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Tradewinds Power Corp Division of Southeast Diesel Corp - Quote
2. Cooperative Purchasing Program FSA20-EQU18.0

**TRADEWINDS®****POWER CORP**5820 NW 84th Avenue • Miami Florida 33166
Tel 305 592 9745 • FAX 305 592 7461Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine ControlsTO: Villages of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461
Mr. Andrew Klausner
Ph: 561.383.1218
aklausner@vpsfl.orgQuotation # PSEC09062022Q R2
December 15, 2022**Vacuum Pump Station**

We are pleased to offer this Quotation as detailed below

Amount	Description	Each	Extended
1	Model TP125 Base Awarded Tradewinds Generator Set under FSA contract No. FSA20-EQU18.0, Specification # 125. Updated October 1, 2022	71,172	71,172
1	Credit - Downgrade generator to Tradewinds Model T80-UL-FS UL 2200 Approved stationary generator set. 80 KW (100 KVA) Emergency Standby Power 120/240 Volts [reconnectable], 60 Hz, Three Phase, 0.8 Power Factor Amp Load Capacity: 240; Load Bank tested. Perkins Diesel engine, Model 1104D-E44TAG2 Tier 3 @ 1800 RPM complete with 12 Volt Electrics, Radiator & Guard Oversized Brushless Single Bearing Alternator with PMG and DVR 2000 Automatic Voltage Regulator, Space Heaters & Vibration Mounts Tradewinds Deluxe Digital Instrument/Control Panel with Safety Shutdowns Complete with DC Voltmeter, Hour meter, Oil and Temperature Gauges Frequency Meter, Ammeter & Voltmeter with Phase Selector Switch, Engine Cool Down Timer, Remote "E" Stop Contacts, Remote Auto Start Control, Low Fuel Level Alarm, J - 1939 Code readout, NFPA 110 Compliant, On/off Switch, 3 D.C. Breakers, 1 A.C. Breaker, and Emergency Push Button. Equipment included in above pricing: Battery Rack and Cables Battery Charger installed and wired to duplex electrical box that is wired to incoming service feed with fuses. Critical Silencer mounted in front of package with vertical discharge Discharge with Steel Exhaust and Flex Exhaust Connection Initial fill of oil and antifreeze Water and Oil drain lines with brass ball valves located inside enclosure. Heavy Duty Canister Type Air Cleaner Jacket Water Heater, Thermostatically controlled installed and wired to Duplex electrical box that is wired to incoming service feed with fuses. 150 gal, Double Wall, UL Approved Subbase Fuel Tank With Leak Detection Mechanical fuel level gauge, low fuel level alarm and sender, internal fuel fill, two part epoxy coating, and all other necessary fittings. Enclosure constructed from a continuous roof, .090 aluminum, White powder coat paint, stainless steel hardware, and keyed alike doors. Doors swing out with hinges. 300amp, Circuit Breaker main Disconnect 80% rated UL listed Full Load Factory test One (1) complete operation and maintenance manual Two (2) year, Standby Warranty T-500tank-FS - Net cost adder - Upgrade existing UL 142 subbase fuel tank to 500 gallons and exterior corrosion resistant paint.	(7,139)	(7,139)
	Sub total for cost of generator set package.		76,410
	Model TP125 Base Awarded Tradewinds Generator Set under FSA contract No. FSA20-EQU18.0, Specification # 125. Updated October 1, 2022	71,172	
	Cost deduct for IT201-400-FS - Credit - Downgrade. This value is deleted from the awarded generator set package to determine the net cost per amp for the installation: (\$71172.00 - \$71021.00 = \$151.00) Generator Installation consist of Provide, permit, and final inspection assistance. Rig of 80kw 3-phase 120/240v generator Install new 80kw 120/240v diesel generator. Offloading Generator to existing slab Install new generator feeders to existing ATS in existing conduits Provide and install on existing conduits(10) #14 to RTU (RTU cable termination by others) Sound testing provided by Eau Gallie Down grade service size to 400amps: Total cost for install is determined by multiplying size of ATS x cost per AMP. (400 x \$151.00) for install. Net cost deduct for being able to reuse existing wire, ATS, etc. Total cost for install (Updated Decmeber 15, 2022):	(71,021)	
		60,400	
		(33,092)	
		27,308	27,308
	Sub Total, FOB our warehouse, Miami, Florida		103,718
	Onsite Start-up and 4hr load test. Training of packaged performed on separate day		Included
	Fuel by others. Delivery to the Villages of Palm Springs, Fl. Curbside		Included
	Total		103,718
	State & Local Tax as Applicable		
	Estimated Shipping date from receipt of order: 20 - 22 Weeks		
Price Validity: 45 days; 15% Cancellation Charge for Restocking.			
Wire-Transfer: Tradewinds Power Corp Division of Southeast Diesel Corp F/B/O Wells Fargo Bank Acct# 4945741023 ABA# 121000248			
		Edgar Chardon	

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

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-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

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 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 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-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Police Department

ITEM #6: Police Forfeiture Fund Donation

SUMMARY: Per *Florida State Statute 932.7055 (5c3)*, “any local law enforcement agency that acquires at least \$15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 25 percent of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program(s).”

During fiscal year 2021-2022, the Police Department took in \$36,960.29 in forfeiture money. Twenty-five percent of that figure is \$9,240.07. The department is now requesting to donate \$9,250 to the Police Department’s Explorer (PAL) program. This donation will exceed our statutory requirement.

This expenditure complies with the Florida State Statute and helps the police department meet its requirement to donate funds in support of a crime prevention or safe neighborhood program.

FISCAL IMPACT:

Funds for this expenditure are available and have been planned for through the Police Department’s Forfeiture Funds account.

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Police Department

ITEM #7: Amendment No. 2 to the Specialized Professional Services Agreement Land Management Software System Software Agreement for Code Enforcement Module (FY 2022-2023 General Fund) - Maintstar, Inc.

SUMMARY: On July 8, 2021, the Village Council approved an agreement with MaintStar, Inc. to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. The requested software purchase/implementation will add the Code Enforcement function to the previously purchased product. The cost of the additional software is \$39,500.

The Planning, Zoning & Building (PZ&B) and Information Technology (IT) Departments have been working with the MaintStar team since October 2021, to implement the PZ&B project. All of the parties mentioned above indicated that their project would be far enough along to begin the implementation of the MaintStar Code Enforcement module. Therefore, to complete the project during FY 2023, we request to proceed with the \$39,500 approved by the Village Council.

FISCAL IMPACT:

In the FY 2022/2023 budget, the Village Council approved funding to purchase and implement MaintStar Code Enforcement software.

ATTACHMENTS:

1. Amendment No. 2 to the Agreement with MaintStar
2. Exhibit A to Amendment No. 2 to the Agreement with MaintStar
3. Agreement with MaintStar

AMENDMENT NO. 2 TO THE STANDARD AGREEMENT FOR SPECIALIZED
PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE VILLAGE OF PALM
SPRINGS, FLORIDA AND MAINTSTAR, INC. FOR MAINTSTAR LAND
MANAGEMENT SYSTEM ENTERPRISE SOFTWARE

This Amendment No. 2 to the Standard Agreement for Specialized Professional Services (this "Amendment"), dated _____, 2023, by and between the Village of Palm Springs, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and MaintStar, Inc., hereinafter referred to as CONTRACTOR.

WHEREAS:

- A.** The VILLAGE and the Contractor entered into the Standard Agreement for specialized Professional Services, dated as of the July 8, 2021, pursuant to which the CONTRACTOR agreed to License, Host and Maintain to the VILLAGE certain Software and provide Support Services.
- B.** The VILLAGE now wishes to license from CONTRACTOR additional module of the Software, and CONTRACTOR agrees to provide such license and related services, all described in attached hereto as Exhibit A (collectively, the "Additional Software and Services"), subject to the terms and conditions of the Agreement as amended by this Amendment No. 2; and
- C.** The parties desire to amend the Agreement as provided herein;

NOW THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendments. The Agreement is amended as follows:

- (a) Additional Software and Services. The Additional Software and Services shall be provided in accordance with the Statement of Work attached as Exhibit A hereto. In case of any inconsistency between the terms of the Agreement and any terms contained in Exhibit A, the terms of Exhibit A shall prevail to the additional Software and Services only. For greater certainty, the parties agree that the terms of Exhibit A shall not apply to the provision of any software, products, or service other than the Additional Software and Service.
- (b) Full Force and Effect. Except as expressly modified by this Amendment, all of the terms, covenants, agreements, conditions, and other provisions of the Agreement shall remain in full force and effect in accordance with the respective terms. This Amendment shall not constitute an amendment or waiver of any other provision of the Agreement. Upon the execution and delivery hereof, the Agreement shall be deemed to be amended and supplemented as set forth above, as fully and with the same effect as if the amendments and supplements made hereby were originally set forth in the Agreement, and this Amendment and the Agreement shall henceforth be read, taken, and construed as one and the same instrument, but such amendments and supplements shall not operate as to render invalid or improper and action hereto forth take under the Agreement. As used in the Agreement, the terms “the Agreement,” “herein,” “hereof,” “hereto,” and the words of similar import shall mean and refer to, from and after the date of the Amendment,

unless the context required otherwise, the Agreement as amended by this Amendment. In the event of any inconsistencies between this Amendment and the Agree with respect to the matters set forth here, this Amendment shall take precedence.

- (c) The Counterparts. This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representative as of the date first above written.

VILLAGE OF PALM SPRINGS

By: _____
Beverly Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

By: _____
Glen J. Torcivia, Village Attorney

MAINTSTAR, INC.

By: _____
(signature)

Eric Sabato

Vice President of Sales

(CORPORATE SEAL)

STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Eric Sabato, as Vice President of Sales (title) of Maintstar, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following as identification ____-_____
_____.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT A – ADDITIONAL SOFTWARE AND SERVICES
Village of Palm Springs FL

<u>MaintStar Software Licensing</u>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	Enterprise Site License – Unlimited User MaintStar LMS Code Enforcement Module	\$ 15,000.00	\$ 15,000.00
		TOTAL LICENSING		\$ 15,000.00

<u>MaintStar Professional Services</u>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	Code Enforcement Configuration and Implementation	\$ 15,000.00	\$ 15,000.00
2	1	MaintStar Training Services On-Line Web Training – 2 x 8 Hour Training Sessions	\$ 3,000.00	\$ 3,000.00
		TOTAL PROFESSIONAL SERVICES		\$ 18,000.00

<u>MaintStar Single Annual Recurring Support Services Fee</u>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	MaintStar Single Annual Recurring Support Services Fee for Code Enforcement includes: Dedicated Application Hosting Ongoing Support and Maintenance Web Conference Training Refreshes Updates and Upgrades	\$ 6,500.00	\$ 6,500.00
		TOTAL ANNUAL RECURRING FEE Subject to 5.5% CPI adjustment		\$ 6,500.00

MaintStar Total First Year Costs

TOTAL FIRST YEAR EXPENSES

\$ 39,500.00

EXHIBIT A – ADDITIONAL SOFTWARE AND SERVICES
Village of Palm Springs – FL

<u>MaintStar Software Licensing</u>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	Enterprise Site License MaintStar LMS Land Management System Code Enforcement	\$ 35,000.00	\$ 15,000.00
		TOTAL LICENSING		\$15,000.00

<u>MaintStar Professional Services</u>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	MaintStar Implementation Services	\$ 15,000.00	\$ 15,000.00
		TOTAL PROFESSIONAL SERVICES		\$ 15,000.00

<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
TOTAL FIRST YEAR EXPENSES		\$ 30,000.00

<u>MaintStar Single Annual Recurring Support Services Fee</u>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	MaintStar Single Annual Recurring Support Services for Code Enforcement Module - Includes: Dedicated Application Hosting required for Licensing Ongoing Support and Maintenance Web Conference Training Refreshes Updates and Upgrades	\$ 6,500.00	\$ 6,500.00
		TOTAL ANNUAL RECURRING FEE Subject to 3.5% CPI adjustment 5 year contract		\$ 6,500.00

EXHIBIT A – ADDITIONAL SOFTWARE AND SERVICES
City of Palm Springs – FL

<u>MaintStar Optional Professional Services</u>				
Line Item	Qty.	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	MaintStar Training Services 2 Days On-Line Training – 2 x 8 Hour Training Sessions	\$ 3,000.00	\$ 3,000.00
		TOTAL OPTIONAL PROFESSIONAL SERVICES		\$ 3,000.00

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES BETWEEN THE
VILLAGE OF PALM SPRINGS, FLORIDA AND MAINTSTAR, INC.
FOR MAINTSTAR LAND MANAGEMENT SYSTEM ENTERPRISE SOFTWARE

This Agreement is entered into by MaintStar, Inc. as of this 8th day of July, 2021, by and between the Village of Palm Springs, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and MaintStar, Inc., hereinafter referred to as CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the VILLAGE has need for professional services for a hosted land management system enterprise software and is willing to compensate CONTRACTOR for such services;

WHEREAS, the VILLAGE desires to engage CONTRACTOR to render certain technical and professional services in the providing of said hosted land management system enterprise software;

WHEREAS, CONTRACTOR has requisite experience and qualifications to provide said hosted land management system enterprise software; and

WHEREAS, CONTRACTOR was selected after an extensive evaluation of available platforms and pursuant to Section 58-2 of the Village's Purchasing Code.

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The VILLAGE hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in this Agreement.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall commence performance of the Project upon execution of this Agreement by both parties. The term "Project" as used in this Agreement shall include all of the tasks and items listed and described in Exhibit A, Scope of Services, Attachment A, Required Features and Capabilities, attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

CONTRACTOR agrees to provide the services of trained and qualified personnel for the full term of this contract. No substitutions will be made without prior written approval by the VILLAGE. The VILLAGE reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CONTRACTORS

CONTRACTOR may utilize the services of SUB-CONTRACTORS during the course of this project only upon prior written approval by the VILLAGE.

SECTION 5: VILLAGE REPRESENTATION

Thomas Cook, IT Director, or his/her designated representative, shall represent the VILLAGE in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the VILLAGE. This person shall hereinafter be referred to as the "VILLAGE's Representative".

SECTION 6: RESPONSIBILITIES OF THE VILLAGE

The VILLAGE will provide the CONTRACTOR, or cause to be provided with, the following documents, services, at no charge to the CONTRACTOR, for conversion and integration into the MaintStar Land Management System Enterprise Software:

- A. Entirety of VILLAGE data for workflows, development approvals, business licenses and permit issuance .
- B. Planning, Zoning & Building Department ("PZB") records in Microsoft Access or Comma Separated Value (CSV) format.
- C. Business rules pertaining to processing of permits, business licenses and land use entitlements.
- D. Business forms of the PZB and/or other Village departments in Microsoft Word and/or Adobe PDF formats.

SECTION 7: PERFORMANCE SCHEDULE

Both CONTRACTOR and the VILLAGE recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the CONTRACTOR and the VILLAGE. Accordingly, the CONTRACTOR shall complete all of the work described in this Agreement in accordance with Exhibit A, Scope of Work, Attachment B, Project Schedule. All software features and capabilities described in the Exhibit A, Scope of Work, Attachment A, Required Features and Capabilities,

shall be enabled and functioning within two-hundred-and-ten days following the VILLAGE's written authorization to proceed. If there are delays on the VILLAGE's side to provide data to CONTRACTOR, this could delay the project final date.

CONTRACTOR shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of VILLAGE to furnish timely information or to approve or disapprove CONTRACTOR's work promptly, or delay or faulty performance by VILLAGE, or governmental agencies.

SECTION 8: COMPENSATION TO CONTRACTOR

Pricing of software, implementation services, and annual maintenance and licensing shall be made in accordance with amounts shown in the Exhibit A, Scope of Work, Attachment C, Pricing Summary. The total compensation shall not exceed \$133,500.00 without the VILLAGE's written authorization and proper change order.

SECTION 9: PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the VILLAGE to perform the service.
- B. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- D. Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

SECTION 10: METHOD OF COMPENSATION

CONTRACTOR shall be compensated for services performed under this agreement as set forth in the Cost Proposal (Exhibit B hereto.). The VILLAGE will compensate CONTRACTOR for the services performed hereunder within forty-five (45) calendar days of receipt of CONTRACTOR's invoice for the services performed.

The VILLAGE shall promptly review invoicing and notify CONTRACTOR of any objection thereto in writing within thirty (30) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

SECTION 11: CONTRACTOR'S DELIVERABLES

CONTRACTOR shall deliver to the VILLAGE a hosted land management software enterprise system including the full range of features and capabilities described in Exhibit A, Scope of Work (and Attachments A through F hereto).

SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefore will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the CONTRACTOR for revisions required by reason of omissions or errors by the CONTRACTOR in the preparation of the original plans, working drawings and specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the VILLAGE, additional services that CONTRACTOR could provide, or cause to be provided, include the following:

- A. Additional work related to the Project but not included in the Scope of Work.

- B. Additional work caused by changes unrelated to the Scope of Work described herein.

CONTRACTOR will be compensated for CONTRACTOR such additional services as approved by the VILLAGE.

SECTION 14: HOLD HARMLESS

To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend VILLAGE and each of its elected officials, officers, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent that any loss, liability, fines, penalties, forfeitures, costs, damages, claims, demands or actions in law or equity arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR, its principals, officers, employees or agents in the performance of this Agreement. However, notwithstanding previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend VILLAGE and each of its elected officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

SECTION 15: INSURANCE

Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the Florida Insurance Commissioner to do business in the State of Florida and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the VILLAGE Manager or his/her designee at any time and in his/her sole discretion.

- A. The following policies of insurance are required:

1. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$1,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

2. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owner automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
3. WORKERS' COMPENSATION insurance as required under the Workers' Compensation Law .
4. EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
5. CYBER LIABILITY insurance with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall provide that the VILLAGE and its elected officials, officers, officials, employees, agents and volunteers shall be additional insureds, and the policy shall be primary and non-contributory.
6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to CONTRACTOR's profession, with limits of liability of not less than \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.
 - A. Should CONTRACTOR maintain insurance with broader coverage and/or limits of liability greater than those shown above, VILLAGE requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VILLAGE.

- B. CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the VILLAGE Manager or his/her designee. At the option of the VILLAGE Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to VILLAGE, its elected officials, officers, officials, employees, agents and volunteers; or (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to VILLAGE Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall VILLAGE be responsible for the payment of any deductibles or self-insured retentions.
- C. All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to VILLAGE. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish VILLAGE with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for VILLAGE, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.
- D. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name VILLAGE, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CONTRACTOR's insurance shall be primary and no contribution shall be required of VILLAGE, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to VILLAGE, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to VILLAGE, its elected officials, officers, officials, employees, agents and volunteers.
- E. Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:
1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.

2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
 3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONTRACTOR, CONTRACTOR must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
 4. A copy of the claims reporting requirements must be submitted to VILLAGE for review.
 5. These requirements shall survive expiration or termination of the Agreement.
- F. CONTRACTOR shall furnish VILLAGE with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by VILLAGE and approved by VILLAGE Manager or his/her designee prior to VILLAGE's execution of the Agreement and before work commences.** Upon request of VILLAGE, CONTRACTOR shall immediately furnish VILLAGE with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.
- G. If at any time during the life of this Agreement or any extension, CONTRACTOR or any of its SUB-CONTRACTORS fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by VILLAGE that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to VILLAGE. Any failure to maintain the required insurance shall be sufficient cause for VILLAGE to terminate this Agreement. No action taken by VILLAGE hereunder shall in any way relieve CONTRACTOR of its responsibilities under this Agreement.

- H. The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify VILLAGE and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, employees, agents, persons under the supervision of CONTRACTORS, SUB-CONTRACTORS, suppliers, invitees, or anyone employed directly or indirectly by any of them.
- I. If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require each SUB-CONTRACTOR to provide insurance protection in favor of VILLAGE, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the SUB-CONTRACTOR'S certificates and endorsements shall be on file with CONTRACTOR and VILLAGE prior to the commencement of any work by the SUB-CONTRACTOR.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by CONTRACTOR and SUB-CONTRACTORS under this Agreement (except Source Code and Internal Documentation) shall be considered the property of the VILLAGE and will be turned over to the VILLAGE upon demand, but in any event, upon completion of the Project. The CONTRACTOR shall be allowed to retain copies of documents for his permanent records, if desired.

SECTION 17: ASSIGNABILITY

The VILLAGE and the CONTRACTOR will agree to keep trade/business information of CONTRACTOR confidential and will enter into an agreement with CONTRACTOR to protect this confidentiality to the extent permitted by law.

SECTION 18: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the VILLAGE's change order procedures.

SECTION 19: NOTICES

Notices and requests to the VILLAGE or CONTRACTOR shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

VILLAGE:

Richard J. Reade
Village Manager
226 Cypress Lane
Palm Springs, FL 33461
TEL: 561-965-4011
rreade@vpsfl.org

CONTRACTOR:

Dimitry Poretsky
President & CEO
MaintStar, Inc.
28 Hammond Dr., Unit D
Irvine, CA 92618
TEL: 800.255.5675 Ext. 102
FAX: 949.458.7626

SECTION 20: GOVERNING LAW; CONSENT TO JURISDICTION

This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

SECTION 21: BUSINESS LICENSE

The CONTRACTOR shall obtain a business license for work within the Village of Palm Springs.

SECTION 22: INTEREST OF MEMBERS OF THE VILLAGE

No member of the governing body of the VILLAGE and no other officer, employee, or agent of the VILLAGE, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

SECTION 23: INTEREST OF CONTRACTOR AND EMPLOYEES: STATEMENT OF ECONOMIC INTERESTS

The CONTRACTOR covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants, that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION 24: FACILITIES AND EQUIPMENT

CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 25: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of VILLAGE. VILLAGE shall have the right to control CONTRACTOR only in so far as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, VILLAGE shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

SECTION 27: TIME

CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement.

SECTION 28: CONTRACTOR NOT AGENT

Except as VILLAGE may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of VILLAGE in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind VILLAGE to any obligation whatsoever.

SECTION 29: PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County Ordinance No. 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: SALES AND USE TAX

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Indemnification. Regardless of the coverage provided by any insurance, CONTRACTOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

SECTION 31 DEFAULTS: TERMINATION OF AGREEMENT

- A. If the Village Manager deems that the CONTRACTOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within fifteen (15) days.
- B. If the CONTRACTOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another CONTRACTOR and the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such task related to the claimed default; or
- C. If after thirty (30) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.
- D. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the CONTRACTOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

SECTION 32: PUBLIC ENTITY CRIMES

CONTRACTOR 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. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, CONTRACTOR certifies that it is not participating in a boycott of Israel. The VILLAGE and CONTRACTOR agree that the VILLAGE will have the right to terminate the Contract Documents if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 33: FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The CONTRACTOR will be paid for all services rendered through the date of termination.

SECTION 34: SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the 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 \$1 million or more, the company must certify that the CONTRACTOR 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, the CONTRACTOR 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 the CONTRACTOR, 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.

SECTION 40: E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR 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 CONTRACTOR 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.

SECTION 41: THIRD PARTY BENEFICIARY RIGHTS

This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

SECTION 42: SEVERABILITY

If any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 43: EFFECTIVE DATE

The effective date of this Agreement is the date the Agreement is approved by the Village Council. The contract will remain in effect for each subsequent year(s) the annual Hosting and Service Support fee is renewed and paid by the VILLAGE.

IN WITNESS WHEREOF, VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: Beverly Smith For
Beverly Smith, Mayor

ATTEST:

Kimberly Wynn for
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, Village Attorney



MAINTSTAR, INC.

By: 

Zinovy R Poretsky, CEO

See attached CA acknowledgement dated JUNE 21, 2021

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Dimitry Poretsky, as CEO of MaintStar, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**)

County of **Orange**)

On JUNE 21, 2021 before me **Mehdi Zahedi**, notary public Personally appeared _____

Z. ZINOVY R. PORETSKY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by he/she/they signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Mehdi Zahedi
Mehdi Zahedi, notary public



Notary Seal

OPTIONAL

Though the information below is not required by law, it may prove valuable to person(s) relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Title or type of Document: , Statement agreement for specialized professional service between the Village of Salem Springs, Florida & Mainstar, Inc. for Mainstar land management system Entomology software.
Document Date JUNE 21, 2021 Number of pages: 19 pgs (including this page)

ATTACHMENTS TO EXHIBIT A

**Features and Capabilities, Project Schedule,
Pricing Summary, Agreement Set**

ATTACHMENT A - REQUIRED FEATURES AND CAPABILITIES

General Requirements

- System is browser-based (i.e., "cloud based").
- System centralizes and integrates all aspects of the activity lifecycles, from initiation/application through ultimate disposition.
- System provides dynamic screen generation, based on type of case, permit, activity, etc.
- System provides multi-modal screens allowing users to use/access several records or windows at once to support multi-tasking.
- System provides configurable menus and lookup options.
- System auto-populates fields based on previously entered information.
- System provides ability to tab from field to field.
- System provides ability to search on all fields.
- System provides a calendar interface for date fields.
- System provides confirmation prompts prior to deletion, with option to cancel.
- System provides ability to import/attach multiple electronic documents from staff or customers to permits, inspections, plans, activities, cases, parcels, violations, etc.
- System workflow management structure is flexible, expandable, and configurable.
- System workflow features sequential flow, automatically alerting staff or customers to the next task, action, deadline or milestone in the process.
- System workflow provides the flexibility to re-route or reassign tasks, add or delete steps, delay rescheduling of tasks and milestones, or defer a condition to a future date.
- System workflow features flexibility to add activities such that the newly-added activities will auto-generate requisite, associated activities, based on type of activity.
- System workflow features should allow VILLAGE to be able to associate multiple persons with planning tasks, permit processing, inspection assignment, plan review, miscellaneous activities, and cases, in essence generating a running contact/reference list for each stage of the process
- System should allow all staff to easily verify status of required fields and conditions prior to proceeding to next sequential step or activity. In order to complete tasks, users should be able to access or link to task-related information, such as permit applications, digital plans, staff comments, etc.
- System provides integrated, multifunctional GIS capabilities for users, including staff, applicants and the general public.

- System utilizes VILLAGE's GIS system as the basis upon which all subsequent geographic data sets are derived and maintained, avoiding third party mapping systems.
- System maintains a real-time connection to ESRI's ArcServer 10.x and higher versioned geodatabases without reliance on shapefiles.
- System provides parcel history and tracking through spatial queries to create link between "parent" tables and "child" tables in the database schema.
- System provides ability to auto populate fields providing basic information (e.g., ownership, address, parcel number, zoning, etc.) using either a parcel identifier, spatial query, or selection of a GIS feature.
- System provides ability to retrieve system data (e.g., permits, cases, inspections) by selecting parcels, either by point or polygon.
- System provides ability to create custom queries to export development information to nonproprietary formatted tables
- System provides ability to display all development information (e.g. projects, permits, violations) on any geographical area upon demand.
- System provides ability to assign a project/case to a spatial entity other than a parcel. Should have the ability to assign to point and line features, as well as user-defined polygons.
- System provides ability to create custom queries to automatically export all development information to nonproprietary formatted tables.

On Line Requirements

- System allows submission of permit application(s) online.
- System allows existing data in the system (i.e., account information, related projects, owner, company, location, or license information) to pre-populate information into the online application.
- System allows applicants to submit plans and supporting documentation.
- System allows generation of fee estimates by calculating various fee types, including minimum fixed-, basic-, variable-, additive-, multiplicative-, or incremental-fee calculations dependent on various factors, such as base amounts, multipliers, steps, etc.
- Ability to process fee payments through Village provided payment processor.
- Ability to generate a fee history and audit trail, including fee distribution information corresponding to VILLAGE business rules (e.g., general ledger codes, departments, business units, or accounts).

- System provides applicants ability to check status of applications, review comments.
 - System provides applicants ability to request an inspection and preferable time (e.g., a.m. or p.m.).
 - System provides ability to view current fines, fees, liens due.
- System provides ability to request a refund of fees or other payments.
 - System provides ability to report a code violation or submit a complaint.
- System provides ability to request an appeal or variance.
- System provides ability to generate fee estimates and receive online payments, and print receipts and payment history.
- System provides customers with detailed instructions and requirements for applications and submissions.
- System provides customers with save points to avoid lost progress and allows customers to return later to complete applications.

Mobile Field Access

- System allows designated users to interact with all relevant data and task functions remotely, using a range of mobile devices.
- System allows designated users to access sortable, filterable lists of daily or weekly inspections, including inspection type, and priority, status.
- System allows designated users to access updates to the mobile device, including any changes to an assigned inspection.
- System allows designated users to view results, comments, outcomes of previous inspections, if any.
- System allows designated users to view application, plans, previous inspection records and comments.
- System allows designated users to utilize dynamic checklists for inspection types.
- System allows designated users to upload of photos and videos.
- System allows designated users to initiate re-inspections.
- System allows designated users to initiate enforcement actions, such as stop work orders, violations, etc.
- System allows designated users to reassign inspections from one inspector to another, either by inspector or supervisor action.
 - System allows designated users to digitally capture signatures in the field.

Standard and Custom Reporting

- System data will be readily available in standardized, integrated report templates.
- System allows VILLAGE to create and save custom reports which, once created, offer the same functionality as standardized reports.
- Standardized or custom reports are exportable into Adobe format and Microsoft Office Suite formats.
- Standardized and custom reports provide standard word processing functionality (e.g., cut and paste, word wrap, and spell check).
- Standardized or custom reports displayed in columnar or grid format are configurable by users (i.e., sorting, grouping, and subtotalling).
- System provide ability to generate notifications using GIS (i.e., notify adjacent properties or properties within a user-defined radius of a selected point, parcel, or polygon).
- System provides ability to utilize auto created dashboards and dynamic charts and graphs or to create same.
- System allows the import of graphics, such as VILLAGE logo or departmental logos, into standardized and customized reports.

Intake and Processing Module

- System will facilitate project intake via a variety of methods, including online applicant submissions and intake/entry by VILLAGE staff of over-the-counter submission.
- System will auto-generate a temporary, pre-filing number and assign it to unsubmitted applications to assist with support, if needed, to take the application to formal submission.
- System will auto-generate a unique project I.D. once required project information is provided and application is submitted.
- System will pre-populate information into the online application based on preexisting data in the system (i.e., account information, related projects, owner, company, location, license information).
- System will support the capability to queue the application for review by personnel prior to routing to departments for processing or to reopen a closed or cancelled application.
- System will retrieve pertinent parcel and property-related information, including any existing records on uses, citations, inspections, or reports, based on the location entered on the application.
- System will determine required permits, inspections, clearances, and/or conditions, based on type of application or permit and prompt for required inputs by the applicant.
- System will determine existing permitted use of proposed project site.

- System will generate conditions of approval.
- System allows generation of fee estimates by calculating various fee types, including minimum, fixed, basic, variable, additive, multiplicative, or incremental-fee calculations.
- System will process fee payments through Village provided payment processor.
- System will generate a fee history and audit trail, including fee distribution information corresponding to VILLAGE business rules (e.g., general ledger codes, departments, business units, or accounts).
- System will facilitate manual and condition-based routing of applications, based on pre-defined workflow processes and business rules.
- System will generate a menu of items that are required, such as data, plans, and required studies and reports and related status (i.e., received, incomplete, reviewed, approved, needs revision, or not received).
- System will track key dates, milestones, meetings, etc.
 - System will allow deferred submittal of required items, subject to approval by supervisors.
- System will generate notice(s) to applicants listing required items, either at specified point in the process or on demand by staff.
 - System will process and track appeals, including sending notifications to appropriate parties.
- System will determine if permits are subject to renewal and, if so, auto-generate renewal date and date for pre-expiration noticing.

Plan Review Module

- System provides ability for applicant to submit plans online in specified dimensions and digital formats (e.g., PDF or CAD) or in person, in either specified digital or paper format, which can then be scanned or uploaded into the system by VILLAGE personnel.
- System provides ability to annotate/markup plans using pre-defined shapes and colors, track all versions of plans submitted for a project, superimpose two drawings to view differences and automatically flag, or otherwise visually indicate any new sheets or changes made.
- System provides ability to markup plans online (tablet/stylus tools and text tools) and save changes to the plans.
- System provides ability to automatically notify applicant of key statuses via electronic notification and for applicant to review plan review information, updates, and status online.
 - System provides ability to load code sets into system (e.g., building, zoning, etc.).
- System will provide Interface and integration to BlueBeam Revu plan review for full plan review capabilities with Village supplied BlueBeam Revu licenses.

- System allows migrated application records to complete the permitting process through plan review, permit issuance, and completion (includes recording plan review comments, fee calculation, fee acceptance, permit issuance, inspection, and completion).
- System provides ability to configure plan review workflows based on permit requirements and business rules (e.g., payment of fees) and accommodate simultaneous reviews and identify review dependencies, including:
- Capability to designate project managers and involved reviewers, as well as to define skill sets, plan review type, department, supervisor, etc. for VILLAGE staff and for non-staff, professional reviewers.
- Capability to assign or re-assign plan review to multiple staff disciplines, including non-staff, contracted professional reviewers, assign plan review components accordingly, and to hold, cancel or escalate plans for review.
- Ability for reviewers to view project information related to the plan review, including clearances, conditions, or other relevant information.
- Capability to notify all reviewers that changes have been made by another department (even after the department has approved) because additional review may be necessary and to alert users if a plan review approaches or moves beyond an acceptable measure.
- Ability to create comments and/or conditions, with metadata, from a predetermined list or manually, which shall be locked from modification by the applicant, and to consolidate all comments from reviewers into a plan review report (e.g., comment sheet) exportable to multiple formats.
 - Capability to flag a plan review for supervisor review/approval.
- Capability to automatically trigger a follow-up plan review when a modified plan is submitted by the applicant.
- Capability to allow the Supervisor to revise any comments and conditions that have been made and captured changes in an audit trail.
- Capability to restart the application process at the appropriate step, as determined by the plan reviewer or supervisor, if the requested corrections force the applicant to re-engineer the plans.
- Ability to enable secure, electronic approval stamps/seals for all pages or a specified range of pages of a plan set. The stamps/seals shall be customizable by department, unalterable and unduplicatable, including date, time and author.
- Capability to save approved plans in a file format that prevents any further changes to the plans (e.g., PDF) and to provide the approved plans and review report available for download by the applicant via the online portal.
- Ability to generate sortable and exportable performance metrics, such as prioritization and aging metrics, preferably in a dashboard feature.

Inspection Module

- System provides inspection module fully integrated with the workflow module to allow for an inspection to be automatically triggered as part of a workflow process. Supervisors or designated staff should have the ability to manually override a list of required inspections.
- System provides fully customizable inspection module, with both the ability to manually assign or reassign inspections and auto-configure inspection scheduling.
- System provides flexible management of multiple inspection types, including, but not limited to, building, electrical, plumbing, signage, encroachment, temporary, and special inspections. System provides ability to categorize inspection types by department, division, or section and associate fees with each inspection type.
- System computes inspection scheduling availability based on designated inspector of record, inspector availability, and complexity of inspection.
- System provides ability for inspectors in the field the flexibility to schedule an ad-hoc inspection not on the original inspection list.
- System provides ability to notify an inspector of a change in his or her inspection schedule (e.g., addition, cancellation) and also notify applicant of scheduled inspection via electronic notification.
- System provides ability for inspections to be triggered or halted if dictated by workflow/project status. Likewise, the workflow should halt or advance based on the outcome/status of inspections.
- System provides the ability to track and cross-reference inspection activity and performance across a range of metrics, including by type of inspection and by respective personnel, as well as by date range, geography, outcome and type of project workflow.
- System provides ability for mobile upload of mandatory inspection information (e.g. required fields and checklists).
- System provides ability for mobile entry of standard disposition codes and rejection codes for inspection types.
- System provides ability for mobile entry of standard sets of comments and conditions for an inspection type(s).
- System provides ability for mobile additions of a new inspection, follow-up inspection and/or permit requirement.
 - System provides ability for mobile capture of electronic signature(s).
- System provides ability for mobile, automated notification of inspection outcome to applicant and to appropriate VILLAGE staff/departments.
- System provides ability for mobile close-out, hold or cancel permits based on inspection results.

- System provides ability for mobile printing of inspection documentation (e.g., correction notice, red tag, inspection results, violation notice, etc.).
- System provides inspectors with mobile access to contact information for CONTRACTOR or other responsible party.
- System provides inspectors with mobile access to permit application(s).
 - System provides inspectors with mobile access to permit history, if any.
 - System provides inspectors with mobile access to project plans.
 - System provides inspectors with mobile access to prior inspection(s), outcome(s) and notes.
 - System provides inspectors with mobile access to correction notices, if any.
- System provides inspectors with mobile access to code violations, active and historic.

ATTACHMENT B - PROJECT SCHEDULE

Project Phase	Details	Target Completion
Pre-Project Planning	Assign Responsibilities Define Deliverables	Complete at week 2
Project Kick Off	Team Introductions Mutual Understanding of Project Responsibilities and Goals	Complete at week 3.5
Pre-Production Access and Feedback	Set of Sandbox Environment Initial User Access	Complete at week 5.5
Configuration and Support	Load Standard Datasets Codes, LMS, Licensed Professionals	Complete at week 7.5
Screen/Workflows	Configure Record Types, Screens, Workflows, Activities, Tasks, Menus, User Defined Fields	Complete at week 16
Forms	Forms Development Upload	Complete at week 18
Reports	Reports Development Upload	Complete at week 20
Data Convert + Validate (1)	Data Mapping, Convert, Insert And Validate	Complete at week 21
Data Convert + Validate (2)	Corrected Data Mapping, Convert, Insert and Validate	Complete at week 23
User Training	On Site Training	Complete at week 25
Live Cut-Over Plan	Cut Over Planning	Complete at week 26.5
Final Data Convert Push to Production	Final Data Convert, Validate, Push to Pro- duction	Complete at week 28.5
Cut Over	Cut Over	Complete at week 30
Go Live On Site Support	On Site Support after Cut-Over	Complete at week 31

ATTACHMENT C - PRICING SUMMARY

Software Licensing	
Perpetual Enterprise License Unlimited Admin, Supervisor and Internal User Count and Access. 1 TByte Storage • Permitting • Planning & Zoning • Business Licensing • Public Web Portal - Citizen Request	\$ 45,000.00
Total Software Licensing	\$ 45,000.00

System Implementation	
Project Management	\$ 15,000.00
Data Conversion	\$ 20,000.00
Total Implementation Services	\$ 35,000.00

System Interfacing/Integration	
Tyler Financial Tyler Fees or Licensing Excluded	\$ 15,000.00
Credit Card Processing	\$ 4,500.00
Total Integration Services	\$ 19,500.00

System Training Services	
5 Days On Line Training (minimum 4 hours per session)	\$ 7,500.00
Total Training Services	\$ 7,500.00

Total Base Licensing and Up Front Services	
Total One Time Fees	\$ 107,000.00

Optional Services - Fixed Price	
5 Days On Line Follow Up Training	\$ 7,500.00
5 Days On Site Implementation and Cut Over Assistance	\$ 14,500.00
Electronic Plan Review Integration Customer Supplies Plan Review Software Licenses	\$ 15,000.00

Annual Contractor Hosting and Maintenance Fees	
Single Annual Hosting and Service Support Fee	\$ 26,500.00
Subsequent years will NOT increase more than per year.	3.5 %

Contractor Payment Milestones	
Contract Signing and Project Commencement Software Licensing Paid in Full	\$ 45,000.00
Project Completion of Implementation and Training Services and Customer Acceptance Implementation, Interfaces and Training Services Paid in Full	\$ 62,000.00
Contractor Hosting and Maintenance Fees Due each annual anniversary of System Hosting and Support Services A maximum annual increase will NOT exceed 3.5%.	\$ 26,500.00

Contractor Support Hourly Rates Schedule - For Reference Only

MaintStar Services	
Project Management	\$ 250.00 hour
Project Planning/Requirements	\$ 150.00 hour
Interface Design	\$ 150.00 hour
Data Migration and Conversion	\$ 150.00 hour
Testing and Acceptance	\$ 130.00 hour
Post-Production Support	\$ 130.00 hour
Travel and Expenses	N.S.P.
On Site Implementation Assistance (40 Hours Minimum)	\$ 250.00 hour/\$ 2000.00 Per Day
On Site Go-Live Assistance (40 Hours Minimum)	\$ 250.00 hour/\$ 2000.00 Per Day
Software Development Services (Per Man Hour)	\$ 200.00 hour

ATTACHMENT D - LICENSING AGREEMENT

1. Parties

This Licensing Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This LA, in conjunction with the Hosting Agreement ("HA") and Maintenance Agreement ("MA") shall be collectively referred to as "Agreement Set."

MAINTSTAR

MaintStar, Inc.
28 Hammond, Unit D
Irvine, California 92618
Attention: Contacts
T: 949-458-7560
F: 949.458.7626
EMAIL: sales@maintstar.com

CUSTOMER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699
Attention: Richard J. Reade
T: 561-965-4011
F:
EMAIL: rreade@vpsfl.org

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to MaintStar no later than July 30, 2021 this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to MaintStar.

3. Intellectual Property License

- 3.1 License The software products ("Software") listed in Exhibit A, Scope of Services, are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
- 3.1.1 The Software is provided for use only by Customer employees or third party users designated by the Customer.
- 3.1.2 The Software is licensed for unlimited Customer users. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software.
- 3.1.3 Customer may copy MaintStar's documentation only for internal use by Customer's employees.
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by MaintStar
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

3.1.6 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.7 Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

3.1.8 All rights not expressly granted to Customer are retained by MaintStar.

3.2 License Warranties

3.2.1 MaintStar warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, MaintStar may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. MaintStar will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

3.2.2 MaintStar has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by MaintStar. MaintStar provides no warranty whatsoever for any third-party hardware or software products.

3.2.3 Except as expressly set forth herein, MaintStar disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.2.4 MaintStar warrants third party software included as part of this agreement to be supported with the same warranty as MaintStar.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A, Scope of Services, Attachment C, Pricing Summary, under the section entitled Annual Maintenance/Licensing – Required Software.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be invoiced for the amounts described in Section 3.3.1, Year 1, on the date the Customer provides MaintStar with written acceptance of the Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. Amounts described in Section 3.3.1, Years 2-5, shall be invoiced on the succeeding anniversary dates of Customer's written acceptance of Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be

Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 4.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information which is subpoenaed by governmental or judicial authority; and
- f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.4 Public Disclosure During the term of this LA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

- 5.1 Dispute Resolution MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.
- 5.2 Force Majeure If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 5.3 Dispute Resolution This LA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be San Diego County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this LA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, excluding reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA.
- 5.4 Assignment MaintStar may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. MaintStar may subcontract with qualified third parties to provide portions of the Maintenance Services described herein above.
- 5.5 Survival The following provisions will survive the termination or expiration of this LA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5, and all subsections thereof.
- 5.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 7.7 Severability and Amendment If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: [Signature]

Printed: Eric Subb

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Ready

Date: July 8, 2021



ATTACHMENT E - HOSTING AGREEMENT

1. Parties

This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This HA in conjunction with the Licensing Agreement ("LA") and Maintenance Agreement ("MA") shall be collectively referred to as "Agreement Set". The parties to this HA are as follows:

MAINTSTAR

MaintStar, Inc.
28 Hammond, Unit D
Irvine, California 92618
Attention: Contacts
T: 949-458-7560
F: 949.458.7626
EMAIL: sales@maintstar.com

CUSTOMER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699
Attention: Richard J. Reade
T: 561-965-4011
F:
EMAIL: rreade@vpsfl.org

2. Term and Termination

- 2.1 Term Term and Termination are defined in Section 2 of Attachment D, Licensing Agreement, of this entire Agreement Set.

3. Hosting Services

- 3.1 Scope of Hosting Services MaintStar will provide hosting services for the MaintStar Land Management System (LMS) Enterprise Software. The annual cost for hosting is detailed in Attachment C of the Scope of Services document.
- a) **MaintStar LMS Hosted Application** with designated Sandbox and Production environments synchronized, as per Customer directions.
 - a) **MaintStar LMS Citizen Access Application** for citizen on line applications, document/plans uploads, fee payments, inspection requests and application status information.
- 3.2 System Administration and Security The Hosted Applications will be hosted by MaintStar on MaintStar-owned equipment at a physically-secure commercial third-party hosting facility. MaintStar will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. MaintStar will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.
- 3.3 MaintStar will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance (other than during MaintStar's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); MaintStar will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which much be applied on a more urgent basis. MaintStar will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, MaintStar warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, MaintStar will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to MaintStar and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional MaintStar products and/or services, but will not be refunded to Customer.

3.4 Warranty MaintStar will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's Industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to MaintStar for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to	5% of pro-rated monthly hosting
Less than 99.0% but greater than or equal to	10% of pro-rated monthly hosting
Less than 95.0%	15% of pro-rated monthly hosting

4. Customer Property

Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to MaintStar. Customer retains full ownership of its data and grants to MaintStar a limited, nonexclusive, nontransferable license to use said data only to perform MaintStar's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, and at no cost to Customer, MaintStar will provide Customer with:

- a) One (1) copy of Customer's data in an SQL database file, provided not more than once within the period of each annual term.
- b) One (1) copy of Customer's data in an SQL database file, provided within thirty (30) days of termination of agreement(s) between the Parties.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that MaintStar provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. MaintStar will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at MaintStar's then-current time-and- materials rates; and b) pays all unpaid amounts due to MaintStar. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, MaintStar will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

5. Compensation

- 5.1 Hosting Fee In exchange for the Hosting Services described herein above, Customer will pay to MaintStar amounts indicated in Exhibit A, Scope of Services, Attachment C, Pricing Summary, under the section entitled Annual Maintenance/Licensing – Required Software.

- 5.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be invoiced for the amounts described in Section 5.1, Year 1, on the date the Customer provides MaintStar with written acceptance of the Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. Amounts described in Section 5.1, Years 2-5, shall be invoiced on the succeeding anniversary dates of Customer's written acceptance of Land Management System Enterprise

Software implementation and notification to activate the software for internal use and public access through the Customer's website. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

6. Confidentiality

- 6.1 Definitions Confidentiality is defined in Section 4 of Attachment D, Licensing Agreement, of this entire Agreement Set.

7. Other Terms and Conditions

- 7.1 Limitation of Liability Limitation of Liability is defined in the Section 5.1 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.2 Force Majeure Force Majeure is defined in Section 5.2 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.3 Dispute Resolution Dispute Resolution is defined in Section 5.3 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.4 Assignment Assignment is defined in Section 5.4 of Attachment D, Licensing Agreement, of this entire Agreement Set
- 7.5 Survival Survival is defined in Section 5.5 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.6 Alternate Terms Disclaimed Alternate Terms Disclaimed is defined in Section 5.6 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.7 Severability and Amendment Severability and Amendment are defined in Section 5.7 of Attachment D, Licensing Agreement, of this entire Agreement Set.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 6/11/2021

Witnessed By: [Signature]

Printed: E. C. Sabath

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Ready

Date: July 8, 2021



ATTACHMENT F - MAINTENANCE AGREEMENT

1. Parties

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This MA, in conjunction with the Licensing Agreement ("LA") and Hosting Agreement ("HA"), shall be collectively referred to as "Agreement Set". The parties to this MA are as follows:

MAINTSTAR

MaintStar, Inc.
28 Hammond, Unit D
Irvine, California 92618
Attention: Contacts
T: 949-458-7560
F: 949.458.7626
EMAIL: sales@maintstar.com

CUSTOMER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699
Attention: Richard J. Reade
T: 561-965-4011
F:
EMAIL: rreade@vpsfl.org

2. Term and Termination

- 2.1 Term Term and Termination are defined in Section 2 of Attachment D, Licensing Agreement, for this entire Agreement Set.

3. Scope of Maintenance

3.1 Maintenance Services

- 3.2 Services Provided MaintStar will provide as part of the ongoing annual support: (1) Full System Support including version upgrades, and (2) customer interface updates/upgrades, including, GIS, Email/MS Exchange, Credit Card Processing and Financial Systems Integration. This annual support will additionally include (3) any updates to Forms, Reports, Customer Logos/Graphics as well as Custom Designed User Interface Screens.

- 3.1.1 Telephone Support MaintStar will provides Customer with a toll free telephone number (800-255-5675), to contact MaintStar Customer Support, MaintStar's live technical support facility, which is available from 6:00 a.m. until 3:00 p.m., Pacific Standard Time, Monday through Friday, excluding MaintStar's observed holidays (listed below):

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day

- 3.1.3 Email Support MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours.
- 3.1.4 Online Support MaintStar will provide Customer with access to archived software updates and other technical information in MaintStar's online support databases, which are continuously available.
- 3.1.5 Remote Support When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually- acceptable remote communications method.
- 3.1.6 Onsite Support If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.
- 3.1.7 Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Once a new software version (update) is approved for use by Customer, MaintStar will deploy it in test and production environments.
- 3.2 Maintenance Limitations
- 3.2.1 Limitations The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:
- a) Services required due to misuse of the MaintStar-maintained software products;
 - b) Services required due to software corrections, customizations, or modifications not developed or authorized by MaintStar;
 - c) Services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours;
 - d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar;
 - e) MaintStar will provide ongoing support of interfaces supplied under this contract. Changes that are a result of a decision of replacement of software interfaced to by the VILLAGE may be subject to an additional support charge. These would be mutually discussed and approved by the customer prior to said replacement or change of the product interfaced to.
 - f) Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment;
 - g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
 - h) Services requested by Customer to implement software updates provided by MaintStar pursuant to this MA; and
 - i) New or additional applications, modules, or functionality released by MaintStar during the term of this MA.
- 3.2.2 Legacy Releases MaintStar will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". MaintStar will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by MaintStar will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein.

3.3 Warranty

MaintStar will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to MaintStar for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

4. Confidentiality

4.1 Definitions Confidentiality is defined in Section 4 of Attachment D, Licensing Agreement, for this entire Agreement Set.

5. Other Terms and Conditions

5.1 Customer Obligations MaintStar is providing the system as a Software-as-a-Service (SaaS) solution, with test and production environments. Customer's obligation will be restricted to respond to requests for approvals of software updates or versioning changes of third party software (Operating System or System Level Software) when requested by MaintStar.

5.2 Proprietary Rights The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between MaintStar and Customer.

5.3 Limitation of Liability Limitation of Liability is defined in the Section 5.1 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.4 Force Majeure Force Majeure is defined in Section 5.2 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.5 Dispute Resolution Dispute Resolution is defined in Section 5.3 of Attachment D, Licensing Agreement, of this entire Agreement Set

5.6 Assignment Assignment is defined in Section 5.4 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.7 Survival Survival is defined in Section 5.5 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.8 Alternate Terms Disclaimed Alternate Terms Disclaimed is defined in Section 5.6 of Attachment D, Licensing Agreement, of this entire Agreement Set

5.9 Severability and Amendment Severability and Amendment are defined in Section 5.7 of Attachment D, Licensing Agreement, of this entire Agreement Set.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: [Signature]

Printed: Eric Salas

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Readey

Date: July 8, 2021





Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Utilities

ITEM #8: Approve Change Order No. 1 - Village Hall N Flex Space Buildout (Task Order # 289) - Public Works Department (FY 2023 Budget Funded - General Fund) - E&F Florida Enterprises, Inc.

SUMMARY: On March 10, 2022, the Village Council approved Task Order #289 with E&F Florida Enterprises, Inc. for construction services for the Village Hall N Flex Space Buildout Project in the amount of \$309,300.00.

During the construction process, the Contractor, E&F Florida Enterprises, Inc. experienced delays in procuring some of the materials due to supply chain issues. This has extended the amount of time it would have normally taken to complete certain tasks and has held up others that follow them sequentially.

In addition, during inspections performed by the PBC fire inspector, concerns were brought up about the building type designation that was assigned to this building and its corresponding fire protection requirements. After several discussions between the building official and the fire inspector, a resolution was finally reached, the construction plans had to be revised, and then the contractor was allowed to proceed with his work. This delay also contributed to pushing the project completion date out further.

Note: This change order is only for a time extension to the contract time. Any contract reconciliation required for contract amounts will be done in a future change order as necessary.

The Village's contracted Engineer, Wantman Group, Inc., their registered Architect, REG Architects, Inc. and the Public Works department are requesting an amendment to the contract for Task Order #289 (Change Order #1) for a \$0.00 change for construction services and to extend the project completion date by an additional 154 calendar days (total contract time from 150 days to 304 days):

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add' l Days</u>
Original Contract Amount	\$309,300.00	150 days
CO No. 1 (Proposed)	<u>\$0.00</u>	<u>154 day</u>
Revised Contract Amount	\$309,300.00	304 days

If approved, the total cost of the Village Hall N Flex Space Buildout Project within Task Order #289 will remain the same and the total contract time will be increased to 304 days.

If approved, it is estimated that the proposed Village Hall N Flex Space Buildout Project will be

completed by the end of February 2023.

The proposed Change Order No. 1 was prepared by E&F Florida Enterprises, Inc. and reviewed by the Village's Engineer, Wantman Group, Inc., the Architect, REG Architects, Inc., the Assistant Village Manager, the Village Attorney, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support Village Hall N Flex Space Buildout Project (Task Order No. 289) was provided within the General Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2023 Approved Funding - General Fund:	<u>\$ 100,000.00</u>
<i>TOTAL APPROVED FUNDING</i>	<i>\$ 100,000.00</i>
<u>Expected Project Costs:</u>	<u>Amount</u>
Projected Costs - Design & Engineering - General Fund (TO No. 289):	\$ 3,168.00
Project Costs - Construction - General Fund (TO No. 289):	<u>\$ 141,518.60</u>
<i>TOTAL PROJECTED COSTS:</i>	<i>\$ 144,686.60</i>

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

An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the General Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Change Order No. 1 - E&F Florida Enterprises, Inc.
2. Executed Agreement - E&F Florida Enterprises, Inc.

Change Order No. 1

Date of Issuance: January 17, 2023

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 289

Contractor: E&F Florida Enterprises, Inc.

ITB Bid No.: ITB #2022B-002

Engineer: Wantman Group, Inc.

Engineer's Project No.: 3527.00

Architect: REG Architects, Inc.

Architect's Project No.: 19007.2

Project: Village Hall N Flex Space Buildout

The Contract is modified as follows upon execution of this Change Order:

Description: *Time Extension due to supply chain issues and delays from PBC fire inspector rated wall questions (clarification of classification requirements).*

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 309,300.00	Original Contract Times: 120 Days / 150 Days Substantial Completion: <u>August 30, 2022</u> Ready for Final Payment: <u>September 29, 2022</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days
Contract Price prior to this Change Order: \$ 309,300.00	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2022</u> Ready for Final Payment: <u>September 29, 2022</u> dates
[Increase] [Decrease] of this Change Order: \$ 0.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>154 days</u> Ready for Final Payment: <u>154 days</u> days
Contract Price incorporating this Change Order: \$ 309,300.00	Contract Times with all approved Change Orders: Substantial Completion: <u>January 31, 2023</u> Ready for Final Payment: <u>March 2, 2023</u> dates

RECOMMENDED: REG Architects Inc.

ACCEPTED:

By: Christine Merrell
Architect (Authorized Signature)By: _____
Owner (Authorized Signature)By: [Signature]
Contractor (Authorized Signature)Title: CHRISTINE MERRELL P.M. Title

Mayor

Title: Lisa Addis V.P.Date: 1-17-2023 DateDate: 1-17-23

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____



***E & F Florida Enterprises Inc.
3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410***

January 19, 2023

Re: VILLAGE HALL N. FLEX SPACE BUILDOUT / TIME EXTENSION LETTER

We are requesting an additional 154 days be added to our contract time to extend it to January 31, 2023 due to numerous factors such as supply change issues, PBC fire inspection delays, and changes to the original scope. The fire suppression system had an original 120 days lead time and then there was an additional numerous months added for a specific part for the tank assembly that should be arriving soon. The PBC Fire Inspector took over two months to clarify how they wanted fire rated walls which completely shut down the project during that time. The Village also made some changes to the scope. The major one was to change the A/C from a 1 ton to 3 ton which subsequently needed a crane for the installation.

Lisa Addis, VP

E & F Florida Enterprises Inc.

From: [JOSEPH PATALANO](#)
To: [Walter Sanchez](#); [Frank Addis](#)
Cc: [Christine Merrell](#); [Chris Holmes - Wantman Group, Inc. \(chris.holmes@wginc.com\)](#); [Andrew Klausner](#); [Frantz E. Daniel Jr.](#)
Subject: Re: Village Hall N Flex Space Buildout: / Duct work update
Date: Tuesday, August 16, 2022 3:50:45 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.

Good afternoon,

We should be getting the duct materials by the 26th the latest. The delay was due to supply chain back ups due to the Covid-19 Virus. We should be installing them on the 29th.

Thanks,

Joseph Patalano
Creative Contracting Group / E & F Florida Enterprises Inc.
Cell: 561-291-1665
Jepsales@comcast.net

On 08/15/2022 10:39 AM Walter Sanchez <wsanchez@vpsfl.org> wrote:

All,

Take a look at the attached schedules. The first one is an update to the original schedule provided by the Contractor that is current through last Friday. The tasks highlighted in yellow are on the critical path and are pushing out the completion date to mid-November. The second is a proposed recovery schedule to make up the time that we have lost so far. Some of the activity durations have been reduced and some start times have been adjusted and the final completion has been reduced to 15 days after substantial completion. I believe if we push, we can make up the time. Please review and provide any feedback necessary. We need to try to get this project complete and closed out by the end of the fiscal year, September 30th.

Thank you.

|



Walt Sanchez

Project Manager

226 Cypress Lane | Palm Springs, Florida 33461

Office: 561.584.8200 xt. 8713 Fax: 561.304.4608

Email: wsanchez@vpsfl.org

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

To Whom it may concern

The Novec-1230 systems have been experiencing a 120 day lead time from the date of order. This is due to the availability of the Agent. The Tank for the Village of Palm Spring project has been further delayed due to a shortage of component to complete the assembly of the Tank to be filled with agent. The manufacture is working to resolve this issue and deliver the tank for installation.

Sincerely,

Chris Baker, Senior Project Manager

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
E&F Florida Enterprises, Inc. dba Creative Contracting Group ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Village Hall N Flex Space Buildout

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by REG Architects.
- 3.02 The Owner has retained Wantman Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 309,300.00 .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 14, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Other bonds.
 - a. None.
 5. General Conditions (pages 1 to 65, inclusive).
 6. Supplementary Conditions (pages 1 to 10, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
 9. Addenda (numbers 1 to 2, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts,

transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

- A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the Village to perform the service.
 - 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
 - 4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 Insurance

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:	
Each Person	\$500,000
Each Accident	\$1,000,000
b. Property Damage:	
Each Incident	\$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability	
1) General Aggregate	\$5,000,000
2) Each Occurrence	\$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a. Contractor's Pollution Liability	
1) General Aggregate	\$2,000,000
2) Each Occurrence	\$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

- a. Village of Palm Springs

10.12 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
 - e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

- A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after

completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 *Copies of Data/Documents*

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.15 *Ownership*

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.16 *Limitations of Liability*

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.17 *Enforcement Costs*

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.18 *Copyrights and/or Patent Rights*

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.21 *Discrimination*

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.22 *Construction Defects*

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.23 *Public Entity Crimes*

- A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier 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 vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.24 *Scrutinized Companies*

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR 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 Owner 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 Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Architectural Sheet Index	
Sheet Number	Sheet Name
A-0.00	Cover Sheet
A-0.01	Architectural Information
A-1.00	Architectural Site Plan
A-1.01	Work Location
A-1.10	Life Safety Plan
A-1.20	Proposed Floor Plan
A-1.30	Proposed Ceiling Plan
A-4.00	Enlarged Floor Plans
A-5.00	Interior Elevations & Door Schedule
A-6.00	Finish Plan
E000	Electrical Cover Sheet
E301	Power, Data and Fire Alarm Level 2 Floor Plan
E401	Lighting Level 2 RCP
E402	Photometric Plan Normal Lighting
E403	Photometric Plan Emergency Lighting
E601	Electrical Riser Diagram
E701	Electrical Details
E801	Electrical Schedules
M000	Mechanical Cover Sheet
M301	Mechanical Level 2 Floor Plan
M701	Mechanical Details
M801	Mechanical Schedules

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 3/10/22 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

Attest:

Title: Village Clerk

Approved

as to

Form:

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

CONTRACTOR:

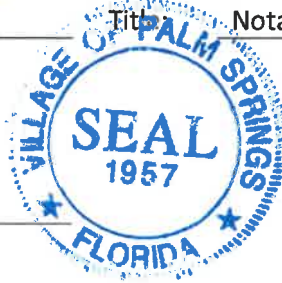
By:

Title: Vice President

(Seal)

Attest:

Title: Notary Public



Address for giving notices:

License No.:

(where applicable)



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Utilities

ITEM #9: Approve Change Order No. 1 & No. 2 - Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building (Task Orders # 260 & 261) - Public Works & Utilities Department (FY 2023 Budget Funded - General Fund and Water & Sewer Enterprise Fund) - Walker Design

SUMMARY: On August 23, 2021, the Village Council approved Task Orders No. 260 & No. 261 with Walker Design & Construction Co. for the construction of the Main Water Treatment Plant (WTP) Equipment Storage Building and the Material Storage Bldg. at 2400 Kirk Road for a combined contract amount of \$385,016.00.

During the initial phases of construction, the Village the Contractor informed the Village that there would be delays in delivering the metal prefabricated buildings due to supply chain issues. Therefore, the Contractor requested additional time added to the contract for those delays.

Also, during the foundation work at the Main Water Treatment plant, the contractor unexpectedly encountered buried concrete footers and a concrete slab that required removal prior to the installation of the new building foundations. The costs for this additional work were covered by the project contingency, but for this the Contractor is also looking for additional time.

Note: The soil boring conducted within the proposed building footprint did not reveal any buried concrete at this location. Both projects contained contingency amounts to cover unexpected costs in the amount of \$20,000.00 each.

For Task Order No. 260, the Village's contracted engineer, Eckler Engineering and the Utilities department are requesting a contract reconciliation (Change Order No. 1) for a credit amount of \$20,000.00 for the unused portion of the project allowance with an additional 28 days for delays.

For Task Order No. 261, the Village's contracted engineer, Eckler Engineering and the Public Works department are requesting an additional 228 days (Change Order No. 2) in order to extend the combined project contract time by an additional 256 calendar days (from 300 days to 556 days total).

If approved, the total cost of the Main WTP Equipment Storage Building and the Material Storage Building at 2400 Kirk Road projects within Task Orders No. 260 & 261 will be decreased to **\$377,620.53** and the total contract time will be increased to **556 days**.

It is estimated that the proposed Main WTP Equipment Storage Building project will be completed by February 2023.

Note: The Material Storage Building at 2400 Kirk Road was completed on July 18, 2022.

Note: The awarded original contract includes two combined projects: the Material Storage Building at 2400 Kirk Road project (TO No. 260) for the original contract amount of \$202,120.00 for the Utilities Department and the Main WTP Equipment Storage Building project (TO No. 261) in the amount of \$182,896.00 for the Public Works Department for a total contract amount of \$385,016.00. With the approval of these change orders, the Material Storage Building at 2400 Kirk Road will have a reduced contract amount of \$182,120.00. The Main WTP Equipment Storage Building had an increase to \$195,500.53 from the previously approved Change Order No. 1, which brings the revised total for both projects to \$377,620.53.

The proposed Change Order No. 1 (TO No. 260) and Change Order No. 2 (TO No. 261) were prepared by Walker Design & Construction and reviewed by the Village's Engineer, Eckler Engineering, the Assistant Village Manager, the Village Attorney, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the Main WTP Equipment Storage Building and the Material Storage Bldg. at 2400 Kirk Road Project (Task Orders No. 260 & 261) was provided by the Water & Sewer Enterprise Fund and the General Fund.

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

An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the General Fund and the Water & Sewer Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Change Order No. 1 (TO #260) - Walker Design & Construction
2. Approved Change Order No. 1 (TO #261) - Walker Design & Construction
3. Proposed Change Order No. 2 (TO #261) - Walker Design & Construction
4. Executed Agreement - Walker Design & Construction
5. Exhibit A - Contract Amounts and Days Table
6. Fiscal Impact



Date of Issuance: 9/16/2022

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 260

Contractor: Walker Design and Construction

Contractor's Project No.: 21-23.1

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-083.01

Project: Kirk Road Pipe and Material Building

Contract Name: Kirk Road Pipe and Material Building

The Contract is modified as follows upon execution of this Change Order:

Description: This change order covers the final reconciliation of as-built quantities and time extension for material delivery delays.

Attachments: *Final Reconciliation Spreadsheet, Project Duration Extension Request*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times:
\$ <u>202,120.00</u>	Substantial Completion: <u>May 20, 2022</u>
	Ready for Final Payment: <u>June 20, 2022</u>
	dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ <u>0.00</u>	Substantial Completion: <u>270</u>
	Ready for Final Payment: <u>300</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>202,120.00</u>	Substantial Completion: <u>May 20, 2022</u>
	Ready for Final Payment: <u>June 20, 2022</u>
	dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>20,000.00</u>	Substantial Completion: <u>28</u>
	Ready for Final Payment: <u>28</u>
	days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>182,120.00</u>	Substantial Completion: <u>June 17, 2022</u>
	Ready for Final Payment: <u>July 18, 2022</u>
	dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u>Patrick Graham</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title <u>President</u>
Date: <u>9/20/2022</u>	Date _____	Date <u>12-2-22</u>

Digitally signed by Patrick Graham
DN: cn=125, Email=patrick@walkerdc.com, o=Walker
Design & Construction, ou=President, cn=Patrick
Graham
Date: 2022.12.02 09:08:25-0500

Approved by Funding Agency (if applicable)

 By: _____
 Title: _____

Date:

FINAL UNIT QUANTITY RECONCILIATION

Project: Kirk Road Pipe and Material Storage Building
VPS Bid No.: 2021B-008
VPS TO No.: 260
Date: September 16, 2022

Item	Description		Sub Total	Unit	Bid Unit Price	Contract Extended Amount	As-Built Qty	Bid Unit Price	As-built Extended Amount	Difference in As built and Contract Price
	General									
1	Bonds		1.00	LS	\$3,000.00	\$3,000.00	1.00	\$3,000.00	\$3,000.00	\$0.00
2	Insurance		1.00	LS	\$2,200.00	\$2,200.00	1.00	\$2,200.00	\$2,200.00	\$0.00
3	Mobilization/Demobilization		1.00	LS	\$10,000.00	\$10,000.00	1.00	\$10,000.00	\$10,000.00	\$0.00
	General Total					\$15,200.00			\$15,200.00	\$0.00
	Prefabricated Building									
4	Demo existing concrete		1.00	LS	\$9,120.00	\$9,120.00	1.00	\$9,120.00	\$9,120.00	
5	Excavation		1.00	LS	\$3,800.00	\$3,800.00	1.00	\$3,800.00	\$3,800.00	\$0.00
6	Foundations		1.00	LS	\$56,500.00	\$56,500.00	1.00	\$56,500.00	\$56,500.00	\$0.00
7	Building Delivery		1.00	LS	\$65,000.00	\$65,000.00	1.00	\$65,000.00	\$65,000.00	\$0.00
8	Building Erection		1.00	LS	\$12,000.00	\$12,000.00	1.00	\$12,000.00	\$12,000.00	
9	Fencing		1.00	LS	\$8,500.00	\$8,500.00	1.00	\$8,500.00	\$8,500.00	\$0.00
10	Bollards		1.00	LS	\$12,000.00	\$12,000.00	1.00	\$12,000.00	\$12,000.00	\$0.00
	Sanitary Sewer System Total					\$166,920.00			\$166,920.00	\$0.00
	Miscellaneous Items									
11	Contingency		1.00	LS	\$20,000.00	\$20,000.00	0.00	\$20,000.00	\$0.00	-\$20,000.00
	Miscellaneous Items Total					\$20,000.00			\$0.00	-\$20,000.00
	Total Construction Cost (Excluding Change Orders)					\$202,120.00			\$182,120.00	-\$20,000.00



WALKER DESIGN & CONSTRUCTION Co.

GENERAL CONTRACTOR

June 30, 2022

Mr. Chase Dickinson
Eckler Engineering

RE: Project Duration Extension Request

Project: Kirk Road Pipe and Material Storage Building

Project No: 2021-008

Walker Design and Construction is formally requesting an extension of substantial completion date to June 17, 2022. The reasons behind the request for project duration extensions are as follows. Per contract, 270 calendar days were allotted for substantial completion and 300 calendar days for final completion. The original project Notice to Proceed Date was issued on August 23, 2021, with a substantial completion date to be May 20, 2022. At the time NTP was issued, a meeting was held and information provided to the Owner and AOR that due to market conditions, the metal building lead times for the project provided for an April 2022 delivery date to site for Kirk Rd. This lead time for the metal building consumed the majority of our allotted substantial completion duration. As was discussed in the meeting, if needed, we would address the substantial completion dates when necessary. We officially mobilized to the site on April 4, 2022, after the site was cleared by the owner's personnel of their materials and equipment, allowing for us to begin construction. Concrete for the foundation work was ordered on April 6 for April 8. Due to market conditions surrounding the concrete redimix industry, with cement allocations and driver shortages, we were unable to get redimix until April 29, setting us behind schedule by 21 calendar days.

Due to variances in existing site conditions from planned design, Walker was required to add individual concrete piers at column bearing points to provide a consistent bearing elevation for the column base plates. This work, not detailed on the plans, took an additional 6 calendar days to form, reinforce, and place concrete – no cost was passed along to owner. Walker also had an additional calendar day of labor on this project to field adjust the roof structure of the metal building. This was due to building elevations of the new building in conflict with the existing eave line of the public works facility. The additional day was for field measure and fabricate the roof purlins to adjust for this condition.

Sincerely,

Patrick Graham
President

2723 Pinewood Ave
West Palm Beach, Florida 33407
Phone: 561-247-7477
www.walkerdesignco.com

Change Order No. 1

Date of Issuance: December 1, 2022

Effective Date: December 13, 2022

Owner: Village of Palm Springs

Owner's Task Order No.: 261

Contractor: Walker Design & Construction Co.

Project Bid No.: 2021B-008

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-085/83.01

Project: Main Water Treatment Plant Equipment Storage Building

The Contract is modified as follows upon execution of this Change Order:

Description: Foundation footers soil stabilization with 12" of stone due to high water table.

Attachments: *Walker Design PCO #1 (Costs only, time extension will be processed via separate change order).*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: 270 Days / 300 Days
\$ <u>182,896.00</u>	Substantial Completion: <u>Friday, May 20, 2022</u>
	Ready for Final Payment: <u>Monday, June 20, 2022</u>
	days / dates
[<u>Increase</u>] [<u>Decrease</u>] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :	[<u>Increase</u>] [<u>Decrease</u>] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ <u>0.00</u>	Substantial Completion: <u>28 (From TO #260)</u>
	Ready for Final Payment: <u>28 (From TO #260)</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>182,896.00</u>	Substantial Completion: <u>Friday, June 17, 2022</u>
	Ready for Final Payment: <u>Monday, July 18, 2022</u>
	dates
[<u>Increase</u>] [<u>Decrease</u>] of this Change Order:	[<u>Increase</u>] [<u>Decrease</u>] of this Change Order:
\$ <u>12,604.53</u>	Substantial Completion: <u>0</u>
	Ready for Final Payment: <u>0</u>
	days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>195,500.53</u>	Substantial Completion: <u>Friday, June 17, 2022</u>
	Ready for Final Payment: <u>Monday, July 18, 2022</u>
	dates

RECOMMENDED:
By:
Doug Hammann, P.E.

Title: Project Engineer
Date: 12-8-2022

ACCEPTED:
By:
Michael Bornstein

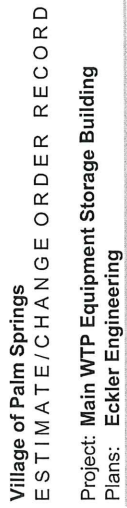
Title: Village Manager
Date: 12/13/2022

ACCEPTED:
By: Patrick Graham
Contractor (Authorized Signature)

Title: President
Date: 12-12-2022

Approved by Funding Agency (if applicable)

By: Date: _____
Title: _____



DATE: 12/1/2022
PREPARED BY: WS
FILE: PCO #001C

TASK #	PO #	DESCRIPTION	STATUS	DATE	TIME	LOCATION	REMARKS
261							

Plans: Eckler Engineering												
Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Vendor	Vendor Cost	Amount	Totals	Comments
Foundation Soil Stabilization w/ 12" Stone												
1	<u>Stabilize Isolated Footers Foundation w/ Stone</u>											
2	12" of Stone for foundation stabilization	60	TN		0		0	35.04	\$2,102.56	\$2,102.56		
3	Excavator	1	WK		0		0	2,156.10	\$2,156.10	\$2,156.10		
4	Labor to place stone	160	HRS		0		0	45.00	\$7,200.00	\$7,200.00		
5												
6	<u>Contractor OH&P</u>											
7	Contractor Fee	10	%		0		0	11,458.66	\$1,145.87	\$1,145.87		
8												
9												
10	SUBTOTAL										\$12,604.53	
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
	Total Cost				\$0.00		\$0.00		\$12,604.53		\$12,604.53	Change Order #1



WALKER DESIGN & CONSTRUCTION Co.

GENERAL CONTRACTOR

CHANGE ORDER REQUEST (PROPOSAL)

Project: VOPS Maint WTP Storage Building Change Order Request Number: 001
From (Contractor): Walker Design & Construction
To: Village of Palm Springs Date: 10-17-22
Attn: Walt Sanchez A/E Project Number: _____
Re: Underground obstructions, soil conditions Contract For: General

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents based on Proposal Request No. 001.

Description of Proposed Change:

Additional equipment, labor, dumpster charges for demo work - underground footings unearthed for demo - obstructs new foundations. Additional concrete slab underneath asphalt pavement unearthed - obstructs new foundations. Soil conditions - building pad lowered to meet existing grades, water table interferes with footing sub-base no compaction can be obtained. 12" FDOT #57 stone to be added under each footing for stabilization.

Attached supporting information from: ☐ Subcontractor ☐ Supplier ☐ _____ ☐ _____

Reason For Change: Reference Above

Does Proposed Change involve a change in Contract Sum? ☐ No ☒ Yes [Increase] [Decrease] \$ 25,735.12
Does Proposed Change involve a change in Contract Time? ☐ No ☐ Yes [Increase] [Decrease] 30 days

Attached pages: ☒ Proposal Worksheet Summary: _____
☐ Proposal Worksheet Detail(s): _____

Signed by: _____ Date: _____

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File

CO
001A

CO
001B

Pavement Removal -
additional concrete slab
found under asphalt
pavement to be demolished
per plan - slab not indicated
on plan - underground
obstruction

Saw cutting pavement - Walker	350	LF	2	700.0	3	1,050.0	1,750.0
Demo and Dispose Labor 2 men	48	Hrs		-	45	2,160.0	2,160.0
Dumpster -10yd	3	Ea	580.74	1,742.2		-	1,742.2
Equipment - Time Extension							
Backhoe JD	1	Mos	2819.5	2,819.5		-	2,819.5

CO
001C

Soil Stabilization - 12" rock
to be place under footings
due to soil conditoins -
Recommendation by
Geotech Engineer'

12" stone	60	Tns	35.043	2,102.6		-	2,102.6
Excavator	1	Wk	2156.1	2,156.1		-	2,156.1
Labor Place stone 4 men	160	Hrs		-	45	7,200.0	7,200.0
Total				-40,825.56		-12,570.00	-23,305.56



6889 High Ridge Rd., Lake Worth, FL 33462
561-379-3967 561-389-1694

Bid Requested By: Dan			
Contact Number: 954-295-7091			
Date Quoted: 8/27/2022		Quoted By: Steve W.	
Company Name: Walker DC		Job Name: Water treatment Plant	
Address:		Job Address: 560 Davis Rd	
City:	State/zip:	City: Palm Springs	State/zip: fl
Date Ordered:	Date Scheduled:	Time Scheduled:	Contact Name and ph#
Quantity	Scope Of Work		Price
1	31'x13'x6-12" concrete pad, with 4-4'x4'x2' pads cut into 5'x5' pcs for customers removal areas is wide open customer is C.O.D. Must have check or cash onsite prior to work starting		\$630.00
15% Fuel Charge			\$94.50
Total			\$724.50

Customer will Provide all access, layout, protection, clean up, and removal.

Exclusions: The customer is responsible for locating & marking any & all utilities, post tension cables, structural steel, etc. to be avoided in or around the work area. Any damage to utilities, post tension cables, structural steel, etc. in or around the work area is the responsibility of the customer to fix or repair. The customer is responsible for all layout, access, protection & cleanup of all areas including the work area. Bulldog Concrete Cutting & Drilling, LLC is not responsible for damages to any surfaces or areas caused by work performed or other activities related to the work.

Indemnity: Customer agrees to defend, hold harmless and indemnify Bulldog Concrete Cutting & Drilling, LLC. and any subcontractors of Bulldog Concrete Cutting & Drilling, LLC. against all claims, losses or any liability whatsoever of injury to persons or property associated with this contract. All bonding is provided by the customer. **Conditions:** This is for one mobilization during regular business hours Monday-Friday 8:00 AM to 4:00 PM. Nights & weekends are overtime & will be charged an additional 30%. Any delays caused by others that are out of the control of Bulldog Concrete Cutting & Drilling, LLC will be charged at a rate of \$125.00 per hour, per man. Payment terms: terms are net 15 days with no retainage. Current insurance coverages are acceptable. If additional insurance is required additional cost will be added to the invoice. Any contracts, insurance requirements, or online programs requested to be processed after work as been quoted, performed or billed will be an additional fee of \$400.00, plus the cost of said program or requirement. No bonding is included. If action or suit is brought by Bulldog Concrete Cutting & Drilling, LLC to collect any amount due or owing, customer agrees to pay all costs of collection including reasonable attorneys fees with interest at a rate of 4% per month. **Governing Law/Breach:** This Contract shall be governed by and construed under the laws of the State of Florida. If there is a breach of the Contract, the prevailing party shall be entitled an award of attorney's fees and costs. The parties agree that any action concerning the breach of this Contract or any and all claims related thereto shall be brought in Palm Beach County Florida ONLY and the parties waive Any and All claims to a jury trial, as well as defenses of jurisdiction, venue, forum and forum non conveniens. **Add/Alternates:** Prices are subject to change if conditions differ from original quote. If scheduled work is not canceled prior to our arrival a fee of \$450.00 will be charged. Pricing is based on materials having light to moderate rebar. Heavy rebar will result in additional charges.

Water: truck	Distance: 50'	Electric: truck	Distance: 50'	Inside: no
Clean up: none	Height: slab	Scaffold or ladder	Provide by: none	
Access: open	Distance from truck : 50'	Laborer: no	Provided by: none	
Bulldog Rep: Stephen Wells			Date: 8/27/2022	
Customers Rep:			Date:	



Date of Issuance: December 15, 2022

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 261

Contractor: Walker Design & Construction Co.

Project Bid No.: 2021B-008

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-085/83.01

Project: Main Water Treatment Plant Equipment Storage Building

The Contract is modified as follows upon execution of this Change Order:

Description: *Add' l time extension for concrete removal work, soil stabilization work, trench drain addition, and material delays.*Attachments: *PCO #1 (A, B, C) & #2 Work plus materials delivery delays (Time Extension Only)*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>182,896.00</u>	Original Contract Times: 270 Days / 300 Days Substantial Completion: <u>Friday, May 20, 2022</u> Ready for Final Payment: <u>Monday, June 20, 2022</u> days / dates
<u>[Increase]</u> [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>12,604.53</u>	<u>[Increase]</u> [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>28 (From TO #260)</u> Ready for Final Payment: <u>28 (From TO #260)</u> days
Contract Price prior to this Change Order: \$ <u>195,500.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Friday, June 17, 2022</u> Ready for Final Payment: <u>Monday, July 18, 2022</u> dates
[Increase] <u>[Decrease]</u> of this Change Order: \$ <u>0.00</u>	<u>[Increase]</u> [Decrease] of this Change Order: Substantial Completion: <u>228</u> Ready for Final Payment: <u>228</u> days
Contract Price incorporating this Change Order: \$ <u>195,500.53</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Tuesday, January 31, 2023</u> Ready for Final Payment: <u>Thursday, March 2, 2023</u> dates

RECOMMENDED:
By: 
Doug Hammann, P.E.
Title: Project Engineer
Date: 12-30-2022

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: Mayor
Date: _____

ACCEPTED:
By: Patrick Graham
Contractor (Authorized Signature)
Title: President
Date: 1-11-23

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____



WALKER DESIGN & CONSTRUCTION Co.

GENERAL CONTRACTOR

January 11, 2023

Mr. Doug Hammann
Eckler Engineering

RE: Project Duration Extension Request

Project: Kirk Road Pipe and Material Storage Building

Project No: 2021-008

Walker Design and Construction is formally requesting an extension of substantial completion date to January 31, 2023. The reasons behind the request for project duration extensions are as follows. Per contract, 270 calendar days were allotted for substantial completion and 300 calendar days for final completion. The original project Notice to Proceed Date was issued on August 23, 2021, with a substantial completion date to be May 20, 2022. Prior to the NTP was issued, a meeting was held and information provided to the Owner and AOR that due to market conditions for steel and manufacturing delays incurred during the pandemic, the metal building lead times for the project provided for an April 2022 delivery date to site. This lead time for the metal building materials consumed the majority of our allotted substantial completion duration. As was discussed in the meeting, if needed, we would address the substantial completion dates when necessary.

The Kirk Rd site was officially mobilized on April 4, 2022 after the site was cleared by the owner's personnel of their materials and equipment, allowing for us to begin construction. Substantial completion was achieved on June 17, 2022. The intent was to mobilize from the Kirk Rd location to the Main WTP location at 360 Davis Rd upon completion.

After completion of the Kirk Rd project in June the permit plans for Main WTP were requested from the building department. The permit plans were still in the county's hands at this time under review and were awaiting county approval. It was uncovered the plan reviewer for the county was out with COVID for an extended period resulting in the delay of plan review by the county. As we would be unable to call for inspections, mobilization to the Davis Rd location was halted pending permit approval. Permit was officially approved and picked up on Monday August 1, 2022, by Cornel Danciu and a preconstruction meeting scheduled with all parties for August 19, 2022 and mobilized to the project site on August 22, 2022.

During demolition, underground unforeseen foundations were incurred. Additional time requested via change order for the additional work. Upon continuing with the work, plan elevation conflicts were discovered in laying out the new building pad per the proposed elevations and the existing pavements to remain surrounding the building. An RFI was sent to the AOR and progress halted on site for 2 weeks while the issues were addressed and corrective instructions provided from design team requiring additional time from design team. Continuing from there with 2723 Pinewood Ave
West palm Beach, Florida 33407
Phone: 561-247-7477
www.walkerdesignco.com



WALKER DESIGN & CONSTRUCTION Co.

GENERAL CONTRACTOR

foundation construction, the foundation elevations changed to accommodate the new work orders for the corrective action for building pad elevations. This created a new condition with about half of the building footings now being below the water table and requiring additional work to stabilize the excavated areas by over excavating the site and bringing in stabilizing stone aggregate. Change order submitted for this work with time extension.

The above instances caused Walker to miss its original schedule concrete pour dates, and new pour dates were then established creating an additional 2 week delay to wait on concrete materials for the new pour dates provided by concrete redimix supplier.

Another condition was created involving changing the trench drain system to accommodate the change to the building pad requiring two separate trench drains with an additional outfall location and piping to accommodate. Change order and additional time requested for this.

For the reasons stated above we are requesting the revised substantial completion date.

Sincerely,

Patrick Graham
President

2723 Pinewood Ave
West palm Beach, Florida 33407
Phone: 561-247-7477
www.walkerdesignco.com

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Walker Design & Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Main Water Treatment Plant Equipment Storage Building and the Kirk Road Pipe and Material Storage Building as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new prefabricated metal building, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building.**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.
- 3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$385,016.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	Not Applicable				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ N/A

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$385,016.00
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).

- b. (pages to , inclusive).
- c. (pages to , inclusive).
- 5. General Conditions (pages 1 to 65 , inclusive).
- 6. Supplementary Conditions (pages 1 to 10 , inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual dated August 27th, 2020.
- 8. Drawings (not attached but incorporated by reference) consisting of 23 sheets with each sheet bearing the following general title: Main Water Treatment Plant Equipment Storage Building – Bid Package “A”, April 1, 2021.
- 9. Drawings (not attached but incorporated by reference) consisting of 23 sheets with each sheet bearing the following general title: Kirk Road Pipe and Material Storage Building – Bid Package “B”, April 1, 2021
- 10. Addenda (numbers 1 to 1 , inclusive).
- 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1 to 37 , inclusive).
- 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
3. 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 the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

10.10 Insurance

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
(Bodily Injury and Property Damage)	

3. Automobile Liability under paragraph 6.03.D of the General Conditions:
 - a. Bodily Injury:

Each Person	\$500,000
Each Accident	\$1,000,000
 - b. Property Damage:

Each Incident	\$1,000,000
---------------	-------------
4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
 - a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence \$1,000,000
5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
 - a. Contractor's Pollution Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$1,000,000
6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.11 *Audit By Village*

- A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 *Copies of Data/Documents*

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 *Ownership*

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 *Limitations of Liability*

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 *Enforcement Costs*

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 *Copyrights and/or Patent Rights*

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 *Damage to Persons or Property*

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 *Discrimination*

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/12/21 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

Attest:

Title: Village Clerk

Approved

as to

Form:

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

CONTRACTOR:

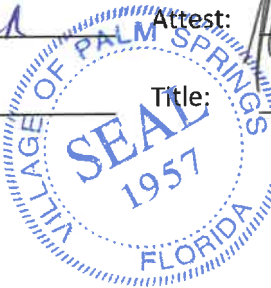
By:

Title: President

(Seal)

Attest:

Title: Notary Public



Address for giving notices:

License No.:

(where applicable)

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add'l Days</u>
Original Combined Contract Amount	\$385,016.00	300 days
Proposed CO #1 (TO #260)	-\$20,000.00	28 days
Approved CO #1 (TO #261)	\$12,604.53	(Incl. in CO #2)
Proposed CO #2 (TO #261)	<u>\$0.00</u>	<u>228 days</u>
Revised Contract Amount	\$377,620.53	556 days

Funding to support the Main WTP Equipment Storage Building and the Material Storage Bldg. at 2400 Kirk Road Project (Task Orders No. 260 & 261) was provided by the Water & Sewer Enterprise Fund and the General Fund:

<i>Allocated/Estimated Project Funding:</i>	<i>Amount</i>
FY 2023 Approved Funding - Water & Sewer Fund (TO #260):	\$0.00
FY 2023 Approved Funding - General Fund (TO #261):	<u>\$95,000.00</u>
<i>TOTAL APPROVED BUDGET</i>	<i>\$95,000.00</i>
<i>Expected Project Costs:</i>	<i>Amount</i>
Projected Costs - Design & Engineering - Water & Sewer Fund (TO #260):	\$3,658.00
Projected Costs - Construction - Water & Sewer Fund (TO #260):	<u>\$0.00</u>
Subtotal for TO #260	\$3,658.00
Projected Costs - Design & Engineering - General Fund (TO #261):	\$8,138.43
Projected Costs - Construction - General Fund (TO #261):	<u>\$105,489.33</u>
Subtotal for TO #261	\$113,627.76
<i>TOTAL PROJECT COSTS</i>	<i>\$117,285.76</i>

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

An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the General Fund and the Water & Sewer Fund at a later date, if necessary.



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #10: Termination of Unity of Title - 2187 Prairie Road

SUMMARY: The property owner, Mary Jo Moore, requests to release the Unity of Title recorded on December 15, 2006, in the Official Record Book 21200, Page 1298 of the Public Records of Palm Beach County, Florida. The applicant is proposing to terminate the unity of title that joined the two residential parcels to delineate two individual single-family lots and facilitate the development of the vacant lot located at 2187 Prairie Road.

FISCAL IMPACT:

The termination of the unity of title will facilitate the development of the vacant lot, thereby increasing the value of this parcel.

ATTACHMENTS:

1. Release of Unity of Title
2. Proposed Surveys
3. Unity of Title
4. Warranty Deed

Prepared By and Return To:
Village of Palm Springs
Planning, Zoning & Building Department
address

PCN: 70-43-44-17-05-002-0110

RELEASE OF UNITY OF TITLE

This Release of Unity of Title is made and executed by the Village of Palm Springs, Florida (the "Village").

W I T N E S S E T H:

WHEREAS, Mary Jo Moore, recorded a Unity of Title dated December 15, 2006 which appears in Official Records Book 21200 at Page 1298 of the Public Records of Palm Beach County, Florida (the "Unity of Title") encumbering the property located at 2187 Prairie Road, as more fully described in the Unity of Title (the "Property"); and

WHEREAS, the current owner of the Property have petitioned the Village to release the Property from the Unity of Title in order to sell the undeveloped portion of Property, and the Village is willing to do so.

NOW, THEREFORE, the Village hereby releases the Property from the encumbrance of the Unity of Title pursuant to the provisions thereof, and said Unity of Title shall have no further force or effect upon the Property.

IN WITNESS WHEREOF, the Village has executed this instrument the day and year set forth below.

ATTEST:

VILLAGE OF PALM SPRINGS, FLORIDA:

Kimberly Wynn, Clerk

By

Beverly Smith, Mayor

Witnesses:

Printed Name

Printed Name

**Safari**

1 Tab



Private



Shared with You



Bookmarks



Reading List



History

**Property Detail**[Show Full Map](#)

Location Address 2187
PRAIRIE RD

Municipality PALM
SPRINGS

Parcel Control 70-43-44-17-
Number 05-002-0110

Subdivision BERMUDA
PARK ADD 1
IN

Official Records 32226 / 258
Book/Page

Sale Date FEB-2021
BERMUDA

Legal Description PARK ADD 1
LTS 11 & 12
BLK 2

[Nearby Sales Search](#)**Owner Information**[Change of Address](#)**Owner(s)**

MOORE MARY J
MARY J MOORE TR TITL HLDR
MOORE MARY J TR

Mailing Address

2187 PRAIRIE RD
PALM SPRINGS FL 33406 7719

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
FEB-2021	\$10	32226 / 00258	WARRANTY DEED	MOORE MARY J

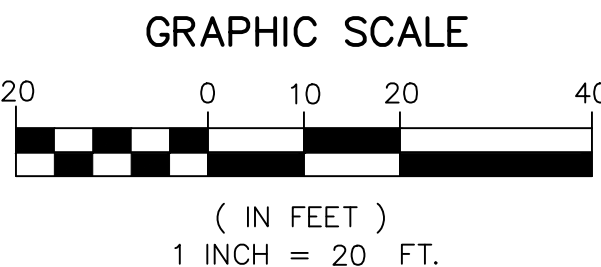
NOTE: Sales do not generally appear in the PAPA database until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Exemption Information[Portability Cal](#)



A/C	- AIR CONDITIONER	SQ. FT.	- SQUARE FEET
ALUM.	- ALUMINUM	TWP.	- TOWNSHIP
B.E.	- BUFFER EASEMENT	TY.	- TYPICAL
C.	- CLEANOUT	U.E.	- UTILITY EASEMENT
C.F.	- CHAIN LINK FENCE	W.M.	- WATER METER
CONC.	- CONCRETE	W.E.	- WATER EASEMENT
D.V.	- COVERED	S.	- SANITARY EASEMENT
D.E.	- DRAINAGE EASEMENT	☀	- LIGHT POLE
ELEC.	- ELECTRIC	☼	- FIRE HYDRANT
ELEV.	- ELEVATION	⊞	- CATCH BASIN
EQUIP.	- EQUIPMENT		
ESMT.	- EASEMENT		
EXIST.	- EXISTING		
F.P.L.	- FLORIDA POWER & LIGHT		
FIN.	- FINISHED		
F.L.R.	- FIRST FLOOR		
FND.	- FOUND		
I.R./CAP.	- IRON ROD & CAP		
INV.	- INVERT		
IRR.	- IRRIGATION		
NO I.D.	- NO IDENTIFICATION		
O.R.B.	- OFFICIAL RECORD BOOK		
P.L.S.	- PROFESSIONAL LAND SURVEYOR		
P.B.	- PLAT BOOK		
P.B.S.	- PALM BEACH COUNTY RECORD		
P.O.B.	- POINT OF BEGINNING		
P.O.C.	- POINT OF COMMENCEMENT		
P.S.	- PAGES		
P.R.M.	- PERMANENT REFERENCE MONUMENT		
PROP.	- PROPOSED		
R	- RADIUS		
R/W	- RIGHT-OF-WAY		
R.	- RANGE		
SEC.	- SECTION		
Δ	- DELTA (CENTRAL ANGLE)		

☐	- EXISTING ELEVATION
—	- TRAFFIC SIGN
—	- ELECTRICAL WIRES OVERHEAD
⌵	- ANCHOR
⌵	- WATER METER
⌵	- REDUCED PRESSURE ZONE
⌵	- GROUND LIGHT
⌵	- ELECTRIC HAND HOLE
⌵	- IRRIGATION CONTROL VALVE
⌵	- GREASE TRAP M.H.



1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S87°52'10"E. ALONG THE SOUTH LINE OF LOT 11, BLOCK 2.
5. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
6. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. FLOOD ZONE: "X"(UNSHADED) AND "AE"(EL 11.2 FEET); COMMUNITY NO. 120223, PANEL 12099C0589F; DATE: OCTOBER 5, 2017.
9. BENCHMARK ORIGIN: PALM BEACH COUNTY BENCHMARK "CON 29". ELEVATION = 12.454'.
10. ADDRESS: 2187 PRAIRIE ROAD, PALM SPRINGS, FLORIDA.

LOT 11, BLOCK 2, BERMUDA PARK ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 50, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA AND CONTAINING 37,762.71 SQ. FT./ 0.8669 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS—OF-WAY OF RECORD.

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON DECEMBER 21, 2022. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 50-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

JEFFREY R. WAGNER, PLS
REG. LAND SURVEYOR #5302
STATE OF FLORIDA - LB #359

[illegible]

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE SURVEYING
 7800 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33334
 PHONE (561) 392-1991 / FAX (561) 750-1452

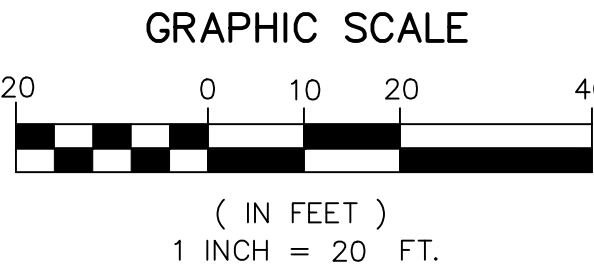
BERMUDA PARK ADDITION NO.1
LOT 11, BLOCK 2
BOUNDARY SURVEY

DATE	DEC. 2022
DRAWN BY	DJH
F.B./ PG.	ELEC
SCALE	1" = 20'

JOB # 6660
SHT.NO. 1
OF 1 SHEETS



A/C	AIR CONDITIONER	SQ. FT.	SQUARE FEET
ARC	ARC LENGTH	TP	TOWNSHIP
ALUM.	ALUMINUM	TPP	TYPICAL
B.E.	BUFFER EASEMENT	U.E.	UTILITY EASEMENT
●	CLEANOUT	W.M.	WATER METER
○	CHAIN LINK FENCE	W.E.	WATER EASEMENT
CONC.	CONCRETE	S.E.	SANITARY EASEMENT
COV.	COVERED	☀	LIGHT POLE
D.E.	DRAINAGE EASEMENT	☒	FIRE HYDRANT
ELEC.	ELECTRIC	⌘	CATCH BASIN
ELEV.	ELEVATION	⚓	WATER VALVE
EQUIP.	EQUIPMENT	⊙	SET 5/8" IR/CAP LB 3591
ESMT.	EASEMENT	⊖	SANITARY MANHOLE
EXIST.	EXISTING	⊖	DRAINAGE MANHOLE
F.P.L.	FLORIDA POWER & LIGHT	⌒	WOOD POWER POLE (UNLESS NOTED)
FIN.	FINISHED	⌒	CENTER LINE
FLR.	FLOOR		
FND.	FOUND		
IR./CAP	IRON ROD & CAP		
INV.	INVERT		
IRR.	IRRIGATION		
N.O.I.D.	NO IDENTIFICATION		
O.R.B.	OFFICIAL RECORD BOOK	0.00	EXISTING ELEVATION
P.L.S.	PROFESSIONAL LAND SURVEYOR	⚡	TRAFFIC SIGN
P.B.	PLAT BOOK	⚡	ELECTRICAL WIRES OVERHEAD
P.B.C.	PALM BEACH COUNTY RECORD	←	ANCHOR
P.O.B.	POINT OF BEGINNING	←	WATER METER
P.O.C.	POINT OF COMMENCEMENT	⬇	REDUCED PRESSURE ZONE
P.S.	PAGES	⬇	GROUND LIGHT
P.R.M.	PERMANENT REFERENCE MONUMENT	⚡	ELECTRIC HAND HOLE
PROP.	PROPOSED	⊖	IRRIGATION CONTROL VALVE
R	RADIUS	⊖	GREASE TRAP M.H.
R/W	RIGHT-OF-WAY		
RCS	RANGE		
SEC.	SECTION		
Δ	DELTA (CENTRAL ANGLE)		



1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S87°52'10"E. ALONG THE SOUTH LINE OF LOT 11, BLOCK 2.
5. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
6. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. FLOOD ZONE: "X"(UNSHADED) AND "A"(EL 11.2 FEET); COMMUNITY NO. 120223, PANEL 12099C0589F; DATE: OCTOBER 5, 2017.
9. BENCHMARK ORIGIN: PALM BEACH COUNTY BENCHMARK "CON 29". ELEVATION = 12.454'.
10. ADDRESS: 2187 PRAIRIE ROAD, PALM SPRINGS, FLORIDA.

LOT 12 OF BLOCK 2, BERMUDA PARK ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 50, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA AND CONTAINING 37761.27 SQ. FT./ 0.8669 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS—OF-WAY OF RECORD.

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON DECEMBER 21, 2022. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 50-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

JEFFREY R. WAGNER, PLS
REG. LAND SURVEYOR #5302
STATE OF FLORIDA - LB #359

UPDATE SURVEY		12/21/2022	JAH
REVISIONS		DATE	BY
FILE NAME 6660 SURVEY NAWD 1988.dwg--LOT 12--3			

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561) 392-1931 / FAX (561) 750-1452

BERMUDA PARK ADDITION NO.1
LOT 12, BLOCK 2
BOUNDARY SURVEY

DATE	DEC. 2022
DRAWN BY	DJH
F.B./ PG.	ELEC
SCALE	1" = 20'

JOB # 6660
SHT.NO. 1
OF 1 SHEETS

Prepared by and return to:
Karen E. Roselli
Baird & Roselli
226 Cypress Lane
Palm Springs, FL 33461-1699

CFN 20060694141
OR BK 21200 PG 1298
RECORDED 12/15/2006 13:58:21
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1298 - 1300; (3pgs)

PCN: _____

UNITY OF TITLE

In consideration of the issuance of a development order or permit ("Order") from the Village of Palm Springs, Florida to Gerry Moore and Mary Moore as Owners, for the construction and other improvements to be performed a later date, as provided for in said Order in the Village of Palm Springs, Palm Beach County, Florida, and for other good and valuable considerations, the undersigned hereby agrees to restrict the use of the property described in **Exhibit A** in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land or except as condominium units.
2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Village Council of the Village of Palm Springs, Florida.
3. The undersigned further agrees that this instrument shall be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of ~~November~~, 2006, in Palm Beach County, Florida.
December

Signed, sealed and delivered
in the presence of:

Witnesses:

Gaulett P. Buzetta
By: Gaulett P. Buzetta
Printed Name:

Laura M. Buzetta
By: Laura M. Buzetta
Printed Name:

Owners:

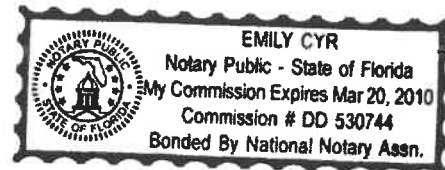
Gerry M. Moore
Gerry M. Moore

Mary Jo Moore
Mary Jo Moore

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 7th day of ~~November~~ December, 2006, by Gerry Moore and Mary Moore, who is personally known to me or has produced _____, as identification.

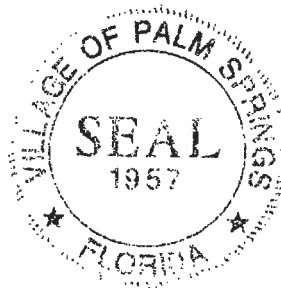

Notary Public
My commission expires:



ATTEST:

By: Virginia M. Walton
Virginia Walton, Village Clerk

By: Karen E. Roselli
Karen E. Roselli, Village Attorney



E:\TJB\Palm Springs\PS Unity of Title 100206 KER.doc

EXHIBIT "A"

Lot 11, Block 2, BERMUDA 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, recorded in Plat Book 21, Page 50

Adjoining

Lot 12, Block 2, BERMUDA 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, recorded in Plat Book 21, Page 50.

This Instrument prepared by and return to:

Patrick M. Whitehead, Esquire
Whitehead Law Offices, P.A.
215 South Olive Avenue, Suite 400
West Palm Beach, FL 33401

Parcel Control #: 70-43-44-17-05-002-0120

WARRANTY DEED

The Grantor, MARY JO MOORE, individual, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration received from the Grantee, hereby grants and conveys to the Grantee, MARY JOSEPHINE TALBOT ZAFFKE MOORE, as Trustee of the Mary Josephine Talbot Zaffke Moore Trust dated July 30, 2010, whose mailing address is 2187 Prairie Road, West Palm Beach, FL 33406, the real property in Palm Beach County, Florida, described as follows:

Lot 11, Block 2, BERMUDA 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, recorded in Plat Book 21, Page 50

Adjoining

Lot 12, Block 2, BERMUDA 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, recorded in Plat Book 21, Page 50.

Full power and authority are conferred upon the Grantee, as Trustee, to protect, conserve, sell, lease and encumber all interests conveyed by this instrument, and otherwise to manage and dispose of those interests, it being the intent of the Grantor to vest in the Trustee full rights of ownership as authorized and contemplated by Section 689.073, Florida Statutes.

The Grantor warrants that the property is free of all encumbrances, except the lien for real estate taxes not yet due and payable and restrictions, reservations, and easements of record, and that lawful seisin of and good right to convey the property are vested in the Grantor. The Grantor

THIS WARRANTY DEED WAS PREPARED WITHOUT THE BENEFIT OF TITLE EXAMINATION.

hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons.

Signed on 2nd February, 2021.

Signed in the presence of:

Diane Couitt
Witness DIANE COUITT

Donna J. Luddie
Witness Donna J. Luddie

Mary Jo Moore
MARY JO MOORE
2187 Prairie Road
West Palm Beach, FL 33406

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 2nd day of February 2021, by MARY JO MOORE.

Personally Known ✓
Produced Identification _____
Type of Identification _____

Patrick M. Whitehead
Notary Public--State of Florida
Print Notary Name: Patrick M. Whitehead
My Commission Number is: GG 235871
My Commission Expires: July 23, 2022



Certificate of Trust

It is hereby certified that I am/we are the Beneficiary(s)/Homestead Applicant(s):

MARY JO MOORE

*(Print name) (Applicant 1)

*(Print name) (Applicant 2)

and I am/we are entitled to the use and occupancy of the following real property for my/our lifetime(s) under the terms of the:

MARY JOSEPHINE TALBOT ZAFFKE MOORE TRUST

*(NAME OF TRUST) – This must match the Trust name on current deed.

*Date of Trust 07/30/2010; and therefore have sufficient equitable title to claim an entitlement to homestead exemption pursuant to Section 196.041(2), Florida Statutes and Chapter 12D-7.011 Florida Administrative Code.

Parcel Identification Number: 70-43-44-17-05-002-0120

Social Security #: 8162
(Last 4-digits only)

Mary Jo Moore
(Signature)

MARY JO MOORE

(Printed Name) (Applicant 1)

Social Security #: _____
(Last 4-digits only)

(Signature)

(Printed Name) (Applicant 2)

State of Florida, County of PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 2nd day of February 2021, by

Mary Jo Moore who ☒ is/are personally known by me or ☐ who has/have produced a _____ as identification, and who did take an oath.
(Type of document)

(SEAL)



Notary Public signature

Patrick m. Whitehead
Notary Public printed name

Note: If more than 2 beneficiary (s), please attach additional Certificate of Trust. Additional forms are available on our website: <https://www.pbcgov.org/papa/pdf/CertificateOfTrustForm.pdf>.

* Required

Revised (06/20)

BUREAU of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2020138358

DATE ISSUED: AUGUST 10, 2020

DECEDENT INFORMATION

DATE FILED: AUGUST 10, 2020

NAME: GERRY MICHAEL MOORE

DATE OF DEATH: AUGUST 5, 2020

SEX: MALE

AGE: 075 YEARS

DATE OF BIRTH: AUGUST 23, 1944

SSN: ***-**-7799

BIRTHPLACE: FORT WAYNE, INDIANA, UNITED STATES

PLACE WHERE DEATH OCCURRED: HOSPICE

FACILITY NAME OR STREET ADDRESS: GERSTENBERG HOSPICE CENTER

LOCATION OF DEATH: WEST PALM BEACH, PALM BEACH COUNTY, 33407

RESIDENCE: 2187 PRAIRIE ROAD, WEST PALM BEACH, FLORIDA 33406, UNITED STATES

COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: FIBER OPTIC INSTALLER, COMMUNICATIONS

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED EVER IN U.S. ARMED FORCES? YES

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: MARRIED

SURVIVING SPOUSE NAME: MARY JOSEPHINE TALBOT

FATHER'S/PARENT'S NAME: HAROLD R MOORE

MOTHER'S/PARENT'S NAME: ALMEDA MAE WILLIAMS

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: MARY JO MOORE

RELATIONSHIP TO DECEDENT: SPOUSE

INFORMANT'S ADDRESS: 2187 PRAIRIE ROAD, WEST PALM BEACH, FLORIDA 33406, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: MICHAEL GUNDERUD, F042676

FUNERAL FACILITY: CREMATION SERVICES BY THE SEA F073183

1307 CENTRAL TERRACE, LAKE WORTH, FLORIDA 33460

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: TREASURE COAST CREMATORY
LAKE WORTH, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: ASSOCIATE MEDICAL EXAMINER

MEDICAL EXAMINER CASE NUMBER: 201502554

TIME OF DEATH (24 HOUR): 2315

DATE CERTIFIED: AUGUST 6, 2020

CERTIFIER'S NAME: CATHERINE RACHAEL MILLER

CERTIFIER'S LICENSE NUMBER: ME138831

NAME OF ATTENDING PHYSICIAN (IF OTHER THAN CERTIFIER): NOT ENTERED

The first five digits of the decedent's Social Security Number has been redacted pursuant to §119.071(5), Florida Statutes.



, STATE REGISTRAR

REQ: 2021805289

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.
THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



DH FORM 1946 (03-13)

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Utilities

ITEM #11: Fire Backflow Annual Test Services - 1st Amendment (Renewal) - Piggyback - Utilities Department (FY 2023 Water & Sewer Enterprise Fund) - Florida Fire and Backflow

SUMMARY: The Utilities Department, throughout the year, has an obligation to annually inspect fire flow backflow connections. Currently, the Village utilizes Florida Fire and Backflow to assist with these types of services and the existing piggyback contract with the Town of Longboat Key, Florida expired on October 7, 2022.

To ensure the lowest possible price, the staff recommends that the Village renew our ability to utilize the Florida Fire and Backflow by continuing to piggyback Town of Longboat Key's contract, which was recently extended for an additional one year.

Note: This selection by the Town of Longboat Key was originally completed through a competitive selection process – Town of Longboat Key - Fire Backflow Annual Test Services Agreement – October 8, 2019. The extended piggyback contract (renewal) would provide the same pricing that the Village is currently receiving (All original bid documents provided during the July 29, 2021 Council Meeting authorizing the initial piggyback purchase with Florida Fire and Backflow - Town of Longboat Key, Florida - Fire Backflow Annual Test - IFB 19-092 – October 8, 2019 and are available in the Village Clerk's Office). The proposed contract amendment (renewal) would provide the same pricing that the Village is currently receiving.

If approved, the Village would accept Florida Fire and Backflow pricing by piggybacking the Town of Longboat Key's contract including all terms, conditions and pricing therein. The term of the proposed contract is set to expire on October 7, 2023. This is the first of two additional, one year renewal options. During the term of this contract, the Village will not exceed the amount in the approved budget for these goods and services.

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 services were competitively solicited. The proposed amendment was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance Director.

The Village has worked with the proposed vendor and has received satisfactory service.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. First Addendum. Fla. Fire & Backflow
2. Piggyback Agreement Fla Fire & Backflow
3. Florida Fire and Backflow - Amendment 1-Annual Test Services

**FIRST ADDENDUM TO AGREEMENT FOR
ANNUAL BACKFLOW TEST SERVICES**

This First Addendum to Agreement for Annual Backflow Test Service ("First Addendum") is made as of the _____ day of _____, 2023, by and between the Village of Palm Springs, a Florida Municipal Corporation ("VILLAGE") and **Florida Fire and Backflow, LLC**, 1945 14th Avenue SW, Vero Beach, FL 32962, a company authorized to do business in the State of Florida ("CONTRACTOR").

On July 29, 2021, the parties entered into a piggyback agreement for fire backflow testing services (the "Agreement") utilizing a contract awarded to the CONTRACTOR by the Town of Longboat Key, a Florida municipal corporation, through its competitive selection process Invitation for Bid (IFB) #19-092 Annual Fire Backflow Test Services ("Longboat Key Contract").

The Agreement provides that its term will mirror the term of the Longboat Key Contract, as extended by the Town of Longboard Key. The initial term of the Longboat Key contract expired on October 7, 2022, whereupon the Town of Longboat Key exercised the first of two one-year renewal options, thereby extending the term through October 7, 2023.

The purpose of this First Addendum is to memorialize the extension of the Agreement between the VILLAGE and CONTRACTOR from October 7, 2022 through October 7, 2023.

WHEREFORE, in consideration of the mutual promises contained in the Agreement, incorporated herein by reference, as amended by this First Amendment, the VILLAGE and CONTRACTOR agree as follows:

A. EXTENSION OF CONTRACT TERM

Pursuant to terms of the Agreement, as amended by this First Addendum, the term of the Agreement is hereby reinstated and effective as of October 7, 2022 and extended for a period of one (1) year through October 7, 2023, with one renewal option remaining for an additional one (1) year, provided that the Longboat Key Contract is so extended. This renewal shall be effective as of October 7, 2022, notwithstanding some or all of the contract documents having been signed on a different date.

All other terms and conditions set forth in the Agreement remain in full force and effect except to the extent modified hereinabove.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Kimberly Wynn, Village Clerk

By: _____
Bev Smith, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **FLORIDA FIRE AND BACKFLOW, LLC**

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 _____, 2023, 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: _____

AGREEMENT FOR ANNUAL BACKFLOW TEST SERVICES

This Agreement for Utility Instrument Calibration services ("Agreement" hereafter) is made as of the 29th day of July, 2021, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Florida Fire and Backflow, LLC**, 1945 14th Avenue SW, Vero Beach, FL 32962, a company authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform services for the VILLAGE; and,

WHEREAS, the Town of Longboat Key, a Florida municipal corporation, through its competitive selection process awarded the contract Invitation for Bid (IFB) #19-092 Annual Fire Backflow Test Services ("Longboat Key Contract" hereafter) to the which includes substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for performing backflow prevention testing services based on the pricing and terms and conditions of the Longboat Key Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Longboat Key Contract including all terms, conditions and pricing therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Longboat Key Contract. The Longboat Key Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the Village of Longboat Key under the Longboat Key Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Longboat Key Contract and pricing therein, the CONTRACTOR shall perform backflow testing services as requested by the VILLAGE. If requested by the VILLAGE, the CONTRACTOR will prepare a proposal for a specific scope of services consistent with the terms and conditions of this Agreement including, without limitation, the unit pricing. If the VILLAGE approves the proposal, the VILLAGE and CONTRACTOR will execute a Work Order for the project with the CONTRACTOR's proposal as an attachment.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All approved Work Order(s), written modifications, and amendments hereto;
- B. This Agreement;
- C. Longboat Key Contract (including the IFB, Contractor's Proposal and Contract).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All approved Work Order(s), written modifications, and amendments hereto;
- B. This Agreement;
- C. The Longboat Key Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Longboat Key Contract and the approved Work Order(s). CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required by the Longboat Key Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements

heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the Longboat Key Contract term, as extended by the Village of Longboat Key, currently set to expire on October 7, 2022. This Contract may be renewed by the Village Council for two (2) additional one (1)-year periods under the same terms and conditions of the original agreement as set forth in the Longboat Key Contract.
- 6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the

CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision of the Longboat Key Contract.

9. Public Entity Crimes. CONTRACTOR 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. CONTRACTOR will advise the Village immediately if it becomes aware of any violation of this statute.

10. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, 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.

11. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONTRACTOR may terminate this Contract upon 30 days written notice to the VILLAGE.

12. The CONTRACTOR shall not perform work which is out of scope, nor exceed any amounts stated in an approved Work Order(s) or this Agreement. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the work in any subsequent Fiscal Year.

13. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR 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 CONTRACTOR 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement for Annual Fire Backflow Test Services to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By:

Richard J. Reade, Village Manager

ATTEST:

Kimberly Wynn
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Forcivia
Glen J. Forcivia, Village Attorney



CONTRACTOR:

FLORIDA FIRE AND BACKFLOW, LLC

By:

Print Name:

F. Jake Sanderson

Title:

Owner

[Corporate Seal]

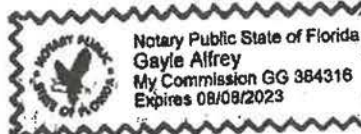
STATE OF Florida
COUNTY OF Indian River

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this Contract this 27 day of July, 2021, by

(Signature of Notary Public-State of Florida)

Gayle Alfrey

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



Personally Known ☒ OR Produced Identification

Type of Identification Produced: NIA



Request for Proposals

RFP: Cross Connection Control	Proposal Due By: 07/15/2021	Village of Palm Springs
-------------------------------	-----------------------------	-------------------------

Project Overview:

The Public Service has identified a need to annually test all Fire Protection and Fire Protection Bypass backflow prevention devices by a licensed and insured Florida State Fire Contractor I or II.

Scope of Work:

Labor and material to perform the annual testing of Fire Protection and Fire Protection Bypass back-flow devices within the Village's Utility Service Area in accordance with all applicable local, state and federal rules. Contractor is to provide all required licenses and insurance. Payment to the contractor will be made only for the actual quantities of services provided. Contractor shall provide a monthly invoice which shall be accompanied by test reports. A Notice for all failed tests to be mailed by regular mail to the property owner or water consumer. Name and addresses to be verified.

Cost Breakdown:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Fire Protection (DDCV's) 2"	10	Each	\$ 95.00	\$ 950.00
2	Fire Protection (DDCV's) 3"	5	Each	\$ 95.00	\$ 475.00
3	Fire Protection (DDCV's) 4"-10"	85	Each	\$ 100.00	\$ 8,500.00
4	Fire Protection Bypass (DCV's) 3/4"	95	Each	\$ 50.00	\$ 4,750.00
5	Failed Test Notices mailed by regular mail	20	Each	\$ 15.00	\$ 300.00
6					\$ 0.00
7					\$ 0.00
8					\$ 0.00
9					\$ 0.00
10					\$ 0.00
(*Attached sheets if more than 10 items as necessary)					
TOTAL					\$ 14,975.00

Submission Requirements:

- Florida State Fire Contractor I or II Certificate of Competency or
- Florida State Fire Protection Inspector
- Certificate of Insurance
- Backflow Prevention Tester Certification
-

Company Name:

Sentinel Fire Protection & Service Co., Inc.

Contact Name:

Pedro J Montonez

Phone:

(954) 973-8090

Signature: _____

Date: 07/01/2021



Request for Proposals

RFP: Cross Connection Control

Proposal Due By: 07/15/2021

Village of Palm Springs

Project Overview:

The Public Service has identified a need to annually test all Fire Protection and Fire Protection Bypass backflow prevention devices by a licensed and insured Florida State Fire Contractor I or II.

Scope of Work:

Labor and material to perform the annual testing of Fire Protection and Fire Protection Bypass back-flow devices within the Village's Utility Service Area in accordance with all applicable local, state and federal rules. Contractor is to provide all required licenses and insurance. Payment to the contractor will be made only for the actual quantities of services provided. Contractor shall provide a monthly invoice which shall be accompanied by test reports. A Notice for all failed tests to be mailed by regular mail to the property owner or water consumer. Name and addresses to be verified.

Cost Breakdown:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Fire Protection (DDCV's) 2"	10	Each	\$ 135.00	\$ 1,350.00
2	Fire Protection (DDCV's) 3"	5	Each	\$ 145.00	\$ 725.00
3	Fire Protection (DDCV's) 4"-10"	85	Each	\$ 155.00	\$ 13,175.00
4	Fire Protection Bypass (DCV's) 3/4"	95	Each	\$ 45.00	\$ 4,275.00
5	Failed Test Notices mailed by regular mail	20	Each	\$ 5.00	\$ 100.00
6					\$ 0.00
7					\$ 0.00
8					\$ 0.00
9					\$ 0.00
10					\$ 0.00
(*Attached sheets if more than 10 items as necessary)					
TOTAL					\$ 19,625.00

Submission Requirements:

- Florida State Fire Contractor I or II Certificate of Competency or
- Florida State Fire Protection Inspector
- Certificate of Insurance
- Backflow Prevention Tester Certification
-

Company Name:

Wiginton Fire Systems

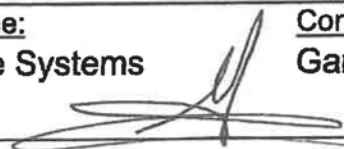
Contact Name:

Gary Endicott

Phone:

(561) 346-8606

Signature:



Date:

6.30.21

TOWN OF LONGBOAT KEY
AGREEMENT
FOR
IFB 19-092 ANNUAL FIRE BACKFLOW TEST SERVICES

This **AGREEMENT** for annual fire backflow test services (hereinafter "Agreement") is entered into by and between the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **Florida Fire and Backflow, LLC** whose address is 1945 14th Ave SW, Vero Beach, Florida 32962 and whose Federal Employer Identification Number is 82-3209382, (hereinafter "Contractor") as of the latest date appearing on the signature lines below.

WHEREAS, the Town desires to retain the services of a competent and qualified contractor to provide services to include but not be limited to performing annual testing services of potable water backflow prevention assemblies (fire and associated detector assemblies) in accordance with all applicable local, state, and federal rules; and,

WHEREAS, the Town has solicited for these services via IFB 19-092 Annual Fire Backflow Test Services, an advertised invitation for bid; and,

WHEREAS, after review and consideration of all responsive bids to IFB 19-092, the Town intends to engage the Contractor to provide the services; and

WHEREAS, the Contractor is agreeable to providing the Town the services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONTRACTOR

1.1 The Town does hereby retain the Contractor to furnish, provide and perform the services (collectively, the "Services") described in the Scope of Work and the Town's Invitation For Bid, IFB 19-092, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "IFB 19-092" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).

SECTION 2.0 –COMPENSATION

2.1 General

2.1.1 The Town shall pay the Contractor in accordance with "Exhibit B, Bid Form", which is attached hereto and made a part of this Agreement. Payment to the Contractor will be made only for the actual quantities of services performed.

2.1.2 All of the Contractor's invoices shall be accompanied by service and location records for all billable items appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Contractor to the Town's Finance Director's satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.3 The Contractor's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Town of Longboat Key
Attention: Accounts Payable
501 Bay Isles Road
Longboat Key, FL. 34228

2.1.5 In order for both parties to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final billing for the Services rendered to the Town. The Contractor's submission of a Final Invoice is its certification that all of its Services have been properly performed and all charges and costs have been invoiced to the Town. Upon receipt of the Final Invoice, the account will be closed, and the Contractor shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.1.6 Intentional misrepresentations of billable items and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 Reimbursable Expenses

2.2.1 All of the Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks the Town has requested. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Contractor's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town immediately upon (i) demand, (ii) termination of this Agreement, or (iii) the conclusion of the project, whichever event occurs first.

2.2.3 It is the responsibility of the Contractor to maintain a current inventory of all such assets.

SECTION 3.0 – CONTRACTOR'S REPRESENTATIONS

In order to induce Town to enter into this Agreement, Contractor makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Contractor has examined and carefully studied all applicable documents, and that Contractor has the experience, expertise, and resources to perform all required Services.

3.2 That Contractor has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Contractor is a Florida Limited Liability Company registered and in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Contractor has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.6 The Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Contractor shall, at no additional cost to the Town, re-perform those Services which fail to satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise

fail to meet the requirements of this Agreement.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The Town and the Contractor agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Contractor pertaining to the Services, whether written or oral.

SECTION 5.0 - INSURANCE

5.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with Certificates of insurance. Said insurance coverages procured by the Contractor as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Contractor is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella Liability	\$1,000,000	Occurrence / Aggregate
Professional Liability	\$1,000,000	Per Claim / Aggregate

The Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. Contractor will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
-----------------------------	-------------

Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

5.4 Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Contractor.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

SECTION 6.0 – TERM OF AGREEMENT

6.1 The term of the Agreement shall be for a three (3)-year period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein. The Town reserves the right to renew this agreement for two (2) additional one (1)-year periods under the same terms and conditions of the original agreement.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of this Agreement at the discretion of the Town. In such event, the Town shall issue a Notice of Default to the Contractor specifying the nature of the default and the cure period and terms, if any.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Contractor. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Contractor, or failure to fulfill any of the insurance requirements as provided herein. In this event, Contractor shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Contractor: This Agreement may be terminated by the Contractor by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Contractor under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Contractor shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Contractor shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 – INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "Indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and

other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its sub contractors or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town's review, comment and observation of the Contractor's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 9.0 – NOTICE

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Thomas A. Harmer, Town Manager
501 Bay Isles Road
Longboat Key, FL 34228-3196
E-mail: Tharmer@longboatkey.org

With a copy to:

Isaac Brownman, Director of Public Works
600 General Harris
Longboat Key, FL 34228
Email: lbrownman@longboatkey.org

and

Maggie Mooney, Esq.
Town Attorney
6853 Energy Court
Lakewood Ranch, Florida 34240
E-mail: mmooney@swflgovlaw.com

and

The Town's Purchasing Manager via e-mail at Purchasing@longboatkey.org

As to the Contractor:

Mr. F. Jake Jandreau
Florida Fire and Backflow, LLC
1945 14th Ave SW
Vero Beach, Fl. 32962
Email: jakeffb1@gmail.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Contractor binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 11.0 – PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Contractor's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Contractor shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain all public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH SHINKLE, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, TSHINKLE@LONGBOATKEY.ORG.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

12.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Contractor represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Contractor shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Contractor warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONTRACTOR

14.1 The Contractor undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor shall have no right to speak for or bind the Town in any manner.

SECTION 15.0 - SUBCONTRACTORS

15.1 The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

15.2 If a subcontractor fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Contractor determines it is necessary to replace the subcontractor to complete any services in a timely fashion, then the Contractor shall promptly do so, subject to the Town's right to approve the new subcontractor. The failure of a subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the Town under this Agreement.

SECTION 16.0 - FORCE MAJEURE

16.1 The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractor's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 17.0 - FEDERAL AND STATE TAXES

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

SECTION 18.0 - TOWN RESPONSIBILITIES

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Contractor may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

SECTION 19.0 - NON-DISCRIMINATION

19.1 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

SECTION 20.0 - ACCESS AND AUDITS

20.1 The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Section 18 for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business.

20.2 If the Town determines that the Town has overpaid the Contractor because the Contractor has misrepresented its billable item(s) or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Contractor must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Contractor has under billed the Town because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Contractor waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 21.0 – OWNERSHIP OF DOCUMENTS

21.1 The Contractor shall be required to cooperate with other Town Contractors and shall timely provide those Contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Contractor is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Contractor.

SECTION 22.0 - KEY PERSONNEL

22.1 The Contractor shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Contractor shall at the Town's request, remove without consequence to the Town any subContractor or employee of the Contractor and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel of Contractor shall be considered key personnel:

Name: Jake Jandreau

Name: Ray Montes

Name: Zack Jandreau

Name: _____

SECTION 23.0 - ANNUAL APPROPRIATIONS

23.1 The Contractor acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.

SECTION 24.0 - LIMITATION OF LIABILITY

24.1 IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONTRACTOR FOR INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 25.0 - DEFAULT AND REMEDY

25.1 If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

25.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

[Remainder of this page Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Contractor have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Purchasing Manager and the Contractor. All portions of the Agreement have been signed, initialed or identified by the Town and the Contractor.

ATTEST:

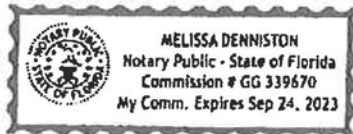
As To Florida Fire and Backflow, LLC

[Signature]
(Signature)

Melissa Denniston.
(Print or Type Name)

Date: 8-28-19.

Seal:



ATTEST:

As to Town of Longboat Key, Florida

[Signature]
Trish Shinkle, Town Clerk

Date: 10/8/19

Seal:



Review of Agreement as to Form

By: [Signature]
Maggie Mooney, Esq., Town Attorney

CONTRACTOR:

FLORIDA FIRE AND BACKFLOW, LLC

By: [Signature]
(Signature)

Its Owner
(Title of Authorized Representative)

Franklin Jake Jandrew
(Print or Type Name)

Date: 8-28-19.

TOWN

Town of Longboat Key, Florida

By: [Signature]
Thomas A. Harmer, Town Manager

Date: 10/8/19

EXHIBIT A

Invitation For Bid, IFB 19-092, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "IFB 19-092" is attached hereto as a composite "Exhibit A", made a part of this Agreement and incorporated by reference.

EXHIBIT B - BID FORM

BID FORM IFB #19-092, ANNUAL FIRE BACKFLOW TEST SERVICES (MUST BE COMPLETED AND SUBMITTED WITH BID)
--

Having carefully examined the IFB Documents, Contractor agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire work for the **TOTAL BASE BID** and to execute an agreement for work, insurance certifications, and other instruments or documents as specified or included in the IFB Documents, and will completely perform the work in strict accordance with the terms of the IFB Documents.

Item	Estimated Quantity	Unit Cost	Total Amount
¾ inch Backflow Prevention Assembly Test	90	\$ 35.00	\$ 3,150.00
1 inch Backflow Prevention Assembly Test	10	\$ 45.00	\$ 450.00
2 inch Backflow Prevention Assembly Test	10	\$ 55.00	\$ 550.00
3 inch Backflow Prevention Assembly Test	1	\$ 55.00	\$ 55.00
4 inch Backflow Prevention Assembly Test	1	\$ 70.00	\$ 70.00
6 inch Backflow Prevention Assembly Test	80	\$ 70.00	\$ 5,600.00
8 inch Backflow Prevention Assembly Test	1	\$ 70.00	\$ 70.00
10 inch Backflow Prevention Assembly Test	2	\$ 70.00	\$ 140.00
Total Base Bid			\$ 10,085.00

Table 1

*Exclusive of Basis of Award

Item	Hourly Rate
¾ inch Backflow Prevention Assembly	\$ 75.00
1 inch Backflow Prevention Assembly	\$ 75.00
2 inch Backflow Prevention Assembly	\$ 75.00
3 inch Backflow Prevention Assembly	\$ 75.00
4 inch Backflow Prevention Assembly	\$ 75.00
6 inch Backflow Prevention Assembly	\$ 75.00
8 inch Backflow Prevention Assembly	\$ 75.00
10 inch Backflow Prevention Assembly	\$ 75.00

Table 2

Exhibit C

TOWN OF LONGBOAT KEY, FLORIDA



REIMBURSABLE COST SCHEDULE

	Single Side	Double Sided
1. Reproduction Cost		
A. Regular Copying	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subcontractor Services	Actual Costs	
3. Special Contractors	Actual Costs	
4. Telecommunications		
A. Local	Non-reimbursable	
B. Non-Local	Actual Costs	
5. Computer Services	Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes	
7. Postage, Fed Ex, UPS	Actual Costs	
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs	

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable task designated by the Town to the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2019

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

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

PRODUCER
GHG Insurance
1000 Riverside Ave., Suite 500
Jacksonville FL 32204

CONTACT
NAME: Lisa Keelor
PHONE (A/C No. Ext): 904-421-8681 FAX (A/C No.): 904-421-8601
E-MAIL: lkeelor@ghgins.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Normandy Insurance Company	13012
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AYS Employee Leasing, Inc.
2046 Treasure Coast Plaza
Suite A-343
Vero Beach FL 32960

AYSEMP-01

COVERAGES

CERTIFICATE NUMBER: 1415120577

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	NHFL0027072019	9/10/2019	9/10/2020	X PER STATUTE E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for all leased employees but not subcontractors of: Florida Fire & Backflow, LLC
Coverage effective: 12/30/2017

CERTIFICATE HOLDER

Town Of Longboat Key
501 Bay Isles Road
Longboat Key FL 34228

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R. Scott Corcoran

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2019

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

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

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: Lisa Keelor PHONE (A/C, No, Ext): 904-421-8661 FAX (A/C, No): 904-421-8601 E-MAIL ADDRESS: lkeelor@ghgins.com
INSURED AYS Employee Leasing, Inc. 2046 Treasure Coast Plaza Suite A-343 Vero Beach FL 32960	INSURER(S) AFFORDING COVERAGE INSURER A: Normandy Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
AYSEMPL-01	NAIC # 13012

COVERAGES **CERTIFICATE NUMBER:** 1363284197 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR: LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	NHFL0027072018	9/10/2018	9/10/2019	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for all leased employees but not subcontractors of: Florida Fire & Backflow, LLC
Coverage effective: 12/30/2017

CERTIFICATE HOLDER Town Of Longboat Key 501 Bay Isles Road Longboat Key FL 34228	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>R. Scott Carnes</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2019

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

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

PRODUCER
GEICO Insurance Agency, Inc.
One GEICO Blvd
Fredericksburg, VA 22412

CONTACT
NAME: Berkshire Hathaway Homestate Companies
PHONE
[A/C. No. Ext]: FAX
[A/C. No]:
E-MAIL
ADDRESS:

INSURED
FLORIDA FIRE & BACKFLOW, LLC
1845 14TH AVE SW
VERO BEACH, FL 32962

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: CONTINENTAL DIVIDE INSURANCE	35939
INSURER B: COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 434,601 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJ ECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOX AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		05APG088931-01	08/28/2019 1:18 PM	08/28/2020 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A PIP Limit - \$10,000 Covered
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH- ER E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$ \$ \$

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

Certificate Holder is named an Additional Insured on this policy

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2008 FORD ECONOLINE 1FTNE14W88DB38773	Covered	C	15,000	1000/1000	N/A	N/A

CERTIFICATE HOLDER

TOWN OF LONGBOAT KEY
501 DAY ISLES RD
Longboat Key, FL 34228

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2018/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

M-5652 (10/2017)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2019

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

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

PRODUCER	Sebastian Insurance LLC 936 US Highway 1, Ste B Sebastian, FL 32958	CONTACT NAME: Katherine Wilson PHONE (A/C, No, Ext): 772-589-1110 E-MAIL: katie@sebastianinsurance.com FAX (A/C, No): 772-589-0731 ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURED	FLORIDA FIRE AND BACKFLOW, LLC C/O JAKE JANDREAU 1945 14TH AVE SW VERO BEACH, FL 32962	INSURER A: EVANSTON INSURANCE COMPANY NAIC # 35378
		INSURER B: NAUTILUS INSURANCE COMPANY 17370
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			3AAA308954	11/02/2018	11/02/2019	EACH OCCURRENCE \$ 1,000.0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100.0 MED EXP (Any one person) \$ 5.0 PERSONAL & ADV INJURY \$ 1,000.0 GENERAL AGGREGATE \$ 2,000.0 PRODUCTS - COM/OP AGG \$ 2,000.0 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ YIN N/A If yes, describe under DESCRIPTION OF OPERATIONS below			AN058861	11/02/2018	11/02/2019	EACH OCCURRENCE \$ 1,000.0 AGGREGATE \$ 1,000.0 PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

Town of Longboat Key
601 Bay Isles Road
Longboat Key, FL 34228

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Hales
DIVISION DIRECTOR



Casia Sisco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Franklin Jandreau, Jr
1945 14th Avenue SW
Vero Beach FL 32962

BUSINESS ORGANIZATION: Florida Fire and Backflow LLC

Contractor I includes the execution of contracts requiring the ability, experience, knowledge, science, and skill to intelligently layout, fabricate, install, inspect, alter, repair, or service all types of Fire Protection Systems, excluding Pre-Engineered Systems.

Issue Date: 07/01/2020
Type: 07
Class: 10
County: Indian River
License/Permit #: FPC17-000136
Expiration Date: 06/30/2022



Jimmy Patronis
Chief Financial Officer



Murray Backflow School
Testing and Repair Certification

This card certifies

F. Jake Jandreau

*has successfully completed the requirements
for Backflow Prevention Assembly Tester per
FI manual M-14 in full compliance with the
Florida Administrative Code*



M.T.S.C. # 16222

Exp: 02/09/2023

FI D.B.P.R. #PVD1205 FI Construction Lic. Board #0005446

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Hales
DIVISION DIRECTOR



Caia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

**FIRE PROTECTION INSPECTOR
OFFICIAL COPY**

THIS CERTIFIES THAT: Zachary J. Jandreau
1945 14th Avenue SW
Vero Beach FL 32962
EMPLOYER: Florida Fire and Backflow LLC
LICENSE #: FPC17-000136

Water-Based Fire Protection Inspector is limited to the inspection of water sprinkler systems, water spray systems, foam-water sprinkler systems, foam-water spray systems, standpipes, combination standpipes and sprinkler systems, all piping that is an integral part of the system beginning at the point where the piping is used exclusively for fire protection, sprinkler tank heaters, air lines, thermal systems used in connection with sprinklers, and tanks and pumps connected thereto, excluding pre-engineered systems.

Issue Date: 07/01/2020
Type: 14
Class: 05
County: Indian River
License/Permit #: FPI19-000141
Expiration Date: 06/30/2022



Jimmy Patronis

Chief Financial Officer



Murray Health & School
Local 0019 Board of Education

This card certifies

Zachary J. Lindreau

has successfully completed the requirements
for Backflow Prevention Assembly Tester &
Repair per FI manual M-14 in full compliance
with the Florida Administrative Code

M.T.S.C. # 16489



Exp: 07/29/2022

FI D.E.P.R. #FV01205 FI Construction Lic. Board #0005446



Murray Bachlor School
Testing and Repair Certification

This card certifies

F. Jake Jandreau

*has successfully completed a refresher course for
Backflow Prevention Assembly Tester & Repair per FI
manual M-14 in full compliance with the Florida
Administrative Code.*



M.T.S.C. #16222

Exp: 03/12/2021

FI D.B.P.R. #PVD1205 FI Construction Lic. Board #0005446



FLORI-4

OP ID: KW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2020

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

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

PRODUCER The McCall Agency, Inc. 1120 20th Place Vero Beach, FL 32960 Ronald R. McCall, II	772-562-4477	CONTACT NAME: Katherine Wilson PHONE (A/C, No. Ext): 772-562-4477 FAX (A/C, No.): 772-562-1324 E-MAIL ADDRESS: kwilson@mccallagencyinc.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Kinsale Insurance Company		38920
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Florida Fire and Backflow, LLC
1945 14th Ave SW
Vero Beach, FL 32962

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR		0100131216-0	11/02/2020	11/02/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ CRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY)	☐ Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF PALM SPRINGS
226 CYPRESS LANE
LAKE WORTH, FL 33461

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

AUTHORIZED REPRESENTATIVE

Ronald R. McCall II

TOWN OF LONGBOAT KEY, FL



INVITATION FOR BIDS

#19-092

ANNUAL FIRE BACKFLOW TEST SERVICES

**BID & CONTRACT DOCUMENTS
TECHNICAL SPECIFICATIONS & REQUIREMENTS**

Issue Date: Tuesday, July 2, 2019

**Purchasing Division
501 Bay Isles Road
Longboat Key, Florida 34228
Email: ccoghill@longboatkey.org**

TOWN OF LONGBOAT KEY, FLORIDA

INVITATION FOR BID - OVERVIEW

The Town of Longboat Key, Florida, is accepting sealed bids for:

IFB 19-092, ANNUAL FIRE BACKFLOW TEST SERVICES

BID SUBMITTAL DUE DATE AND BID OPENING: TUESDAY, JULY 16, 2019 AT 2:00P.M.

Bids shall be delivered no later than **2:00 p.m. local time on Tuesday, July 16, 2019**, to the Purchasing Division, Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228. At that time, the Town will open all timely submitted bids for the sole purpose of recording the names and the total base bid of the contractors submitting bids.

Documents for this Invitation to Bid ("IFB") are available through Demand Star: <http://www.demandstar.com> and the Town's Purchasing Division, via email ccoghill@longboatkey.org

GENERAL PROJECT DESCRIPTION

The Town of Longboat Key (Town) is currently seeking sealed bids from qualified, licensed State of Florida Contractor V (or higher) as defined by Chapter 633, Florida Statutes (<https://www.flsenate.gov/Laws/Statutes/2018/Chapter633/Part III>) to perform annual testing services of potable water backflow prevention assemblies (fire and associated detector assemblies) in accordance with all applicable local, state, and federal rules, codes, regulations, and laws.

COMMUNICATIONS AND INQUIRIES

Questions or information requests for clarification regarding this IFB must be submitted via email to Christine Coghill, CPPO, CPPB at ccoghill@longboatkey.org by **4:00 p.m. local time, Tuesday, July 9, 2019**.

SCHEDULE OF EVENTS

The Town anticipates the following projected schedule for the IFB process. The Town reserves the right at its sole discretion to revise the projected schedule by issuing an addendum to the IFB at any time.

Release of IFB	Tuesday, July 2, 2019
Inquiry Deadline Date	Tuesday, July 9, 2019 by 4:00 p.m.
Response Due Date	Tuesday, July 16, 2019 by 2:00 p.m.

GENERAL INSTRUCTIONS TO CONTRACTORS
IFB #19-073, ANNUAL FIRE BACKFLOW TEST SERVICES

1. SUBMISSION OF BID

1.1 IFB documents are available through <http://www.demandstar.com>. The Contractor's sealed bid must be received by the Town's Purchasing Division on or before **Tuesday, July 16, 2019, at 2:00 PM local time** according to the time clock at the Town. A Contractor may not submit a proposal via telephone, facsimile, electronic mail, or any other means except as provided for herein.

If the Contractor elects to mail in its sealed bid, the Contractor must allow sufficient time to ensure the Town's Purchasing Division receipt of the proposal by the bid due date. Regardless of the form of delivery, it is the Contractor's responsibility to ensure that the bid arrives at the Town's Purchasing Division office no later than 2:00 p.m. local time on the bid due date.

Bids must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The Contractor's name and address; "IFB 19-092, ANNUAL FIRE BACKFLOW TEST SERVICES". The bids must be submitted with one (1) original marked "ORIGINAL", three (3) hard copies marked "COPY," and one (1) electronic copy of the bid in .pdf format on flash drive.

Submitted bids shall remain in effect for one hundred twenty (120) days after the bid opening.

1.2 All bids shall be opened in public by the Purchasing Manager (or designee) at the specified time and place.

1.3 A Contractor may withdraw a bid any time prior to the public opening upon delivery of a written request to the Purchasing Division.

1.4 A bid must contain a manual signature of Contractor's authorized representative in the space provided. All corrections made by Contractor to its bid must be initialed by same. If the bid is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

1.5 It is the responsibility of the Contractor to ensure all bids are identical (originals, copies, and digital). Contractors submitting bids found to be inconsistent are subject to disqualification.

1.6 The Town assumes no responsibility for bids received after the advertised bid opening or at any office or location other than that specified herein, whether due to mail delays or other reasons.

1.7 When any period of time is referred to in this IFB or the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day acknowledged as a Town holiday, such day will be omitted from the computation. A calendar day of 24 hours measured from midnight to the next midnight will constitute a day.

1.8 All submitted material from a Contractor will be subject to Florida's Public Records Law. Contractor acknowledges that all information contained within its bid is subject to disclosure under the State of Florida's Public Records Law. No information should be labeled confidential unless exempted under said law. Pursuant to Section 119.071(1)(b)2., Florida Statutes (F.S.), bids may be exempt from public record for thirty (30) days after opening the bids or until such time as the Town provides notice of an intended decision, whichever comes first. A list of Contractors will be uploaded to <http://www.demandstar.com> and posted on the Town's public bulletin board. A copy will be furnished upon written request with an enclosed, stamped, self-addressed envelope. Non-exempt bid files may be examined during normal working hours by appointment. A list of Contractors will not be provided by telephone.

1.9 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.10 Any person requiring a special accommodation at Town Hall because of a disability should call the Purchasing Manager, Kari L. Kennedy, at least five (5) working days prior to the bid opening at 941-316-1943 (voice) or 800-955-8771 (TDD for persons with hearing or speech disabilities).

2. BID EVALUATION

2.1 Bids shall be evaluated based on all submitted information and pursuant to the criteria stated herein. The Town may conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed subcontractors (if any), and other persons and organizations to do the work in accordance with the IFB Documents to the Town's satisfaction within the prescribed time. The Town reserves the right to reject bids based upon insufficient qualifications, as determined by the Town.

2.2 The Town reserves the right to reject any or all bids, in whole or in part, for any reason whatsoever, and to re-let the IFB at the Town's discretion. The Town reserves the right to waive and/or accept minor irregularities when, in the sole opinion of the Town, such waiver or acceptance is deemed to be in the best interest of the Town.

2.3 Only additional terms or conditions necessary for clarification of bid requirements will be evaluated or considered. After the bid opening, the Town may request such additional information as required to award the IFB. No deviations from specifications will be accepted; no alternate bids will be accepted unless requested in the specification or IFB form. Such bids will be deemed non-responsive.

2.4 A responsible and responsive bid will be considered as one which meets or exceeds the IFB specifications and which is submitted by a Contractor capable of performing the requirements as stated in the IFB documents. General criteria used by the Town for evaluating "responsible and responsive" Contractors include, but are not limited to:

- 2.4.1 The ability, capacity, and skill of the Contractor to perform the contract or provide the service required;
- 2.4.2 Whether the Contractor can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- 2.4.3 The character, integrity, reputation, judgment, experience, and efficiency of the Contractor;
- 2.4.4 The Contractor's quality of performance of previous contracts or services;
- 2.4.5 The previous and existing compliance by the Contractor with laws and ordinances relating to the contract or services;
- 2.4.6 The sufficiency of the financial resources and ability of the Contractor to perform the contract or provide the service;
- 2.4.7 The quality, availability, and adaptability of the goods or services proposed by Contractor to the particular use required; and
- 2.4.8 The number and scope of conditions attached to the submittal by Contractor.

The Contractor's ability to meet these requirements shall be solely by the determination of the Town. An "unresponsive Contractor" is one who fails to attend a mandatory pre-bid meeting or other mandatory meetings as required by the IFB Documents; fails to specifically include information required by the specifications; submits a bid that is not signed by the Contractor; submits a bid that does not include information specifically required in the IFB Documents; or is otherwise unqualified. Lack of responsiveness shall solely be the determination of the Town.

2.5 Contractor is responsible for accuracy of its bid.

2.6 Following the submittal of the responses to this IFB, the Town will review the responsive bids. The recommendation of award will be forwarded to the Town Manager for review and final decision.

3. DISQUALIFICATION OF CONTRACTORS

Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Contractor and the rejection of its submittal:

- 3.1 Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names.
- 3.2 Evidence of collusion among Contractors, or previous participation in collusive bidding or proposing on work for the Town.
- 3.3 Any material misrepresentation.
- 3.4 Uncompleted work for which the Contractor is committed by contract which, in the judgment of the Town, might hinder or prevent the prompt completion of the work under this IFB if awarded to Contractor.
- 3.5 Inconsistencies between the submittals provided from the Contractor.

- 3.6 Violations of the cone of silence as provided for herein;
- 3.7 Familial relation with the Town purchasing agent (Town Manager or Purchasing Manager) or public officer (Town Commissioner) as provided for in Section 112.313(3), F.S.;
- 3.8 Conviction for a public entity crime as provided for in Section 287.133, F.S.; or
- 3.9 Prior suspension or debarment as set forth in Section 38.31 of the Town Code.

The above listed causes are not an exclusive list, and the Town may disqualify Contractors for other good causes.

4. INTERPRETATIONS OF DATA

No interpretation of data including, but not limited to, surveys, plans, drawings, test results, and similar materials will be made to any Contractor, except for what is provided in the IFB Documents or by written addendum.

5. CONTRACTOR COMMUNICATION AND/OR INQUIRIES

The Contractor shall review this competitive solicitation in its entirety to determine whether the Scope of Work, conditions and requirements are clearly stated. If the Contractor has any questions regarding this competitive solicitation, the Contractor must submit such inquiries and requests for clarification via email only to the Town's Purchasing Division at ccoghill@Longboatkey.org. These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Contractor.

The Town will consider only those communications and/or inquiries submitted via email and received by the Town's Purchasing Division on or before Tuesday, July 9, 2019 at 4:00 PM local time (the "Inquiry Deadline Date").

The Town will consider the Contractor's lack of inquiries or requests for clarification prior to the Inquiry Deadline Date to constitute the Contractor's acceptance of all of the conditions and requirements as stated in this IFB and any amendments thereto. Unless the Town's Purchasing Division specifically requests the Contractor to provide additional communications, the Town may not accept or consider any of the Contractor's written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the Town determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification prior to the Inquiry Deadline Date, the Town's response will be made in a written addendum to this IFB and posted on Demand Star.

- 5.1 Addenda: The Town's Purchasing Manager or designee will distribute any addenda via Demand Star. The Contractor's authorized representative must acknowledge receipt of each addendum issued. All Contractors, vendors, and known interested vendors, are responsible for checking Demand Star for addenda in order to verify whether any changes have been made to the IFB. Contractors are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this IFB issued by the Purchasing Division.

6. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The Town is an equal opportunity/affirmative action employer. The Town is committed to equal opportunity employment efforts and expects firms that do business with the Town to have a vigorous affirmative action program.

7. WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The Town hereby notifies all potential Contractors that Women/Minority-Business Enterprises are to be afforded a full opportunity to participate in any procurement by the Town and will not be subject to discrimination on the basis of race, color, sex or national origin.

8. CONTRACTOR AFFIRMATION

By submitting a bid, the Contractor affirms that the bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other person to submit a false or sham bid; the Contractor has not solicited or induced any person, firm, or corporation to refrain from submitting a bid; and the Contractor has not sought by collusion to obtain any advantage over other persons or over the Town.

9. CONTRACTOR DEVELOPMENT COSTS

Neither the Town nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the IFB. Contractors should prepare their responses simply and economically, providing a straightforward and concise description of the Contractor's ability to meet the requirements of the IFB.

10. CODE OF ETHICS

If any Contractor violates or is a party to a violation of the Code of Ethics of The Town of Longboat Key or the State of Florida, with respect to this IFB, such firm may be disqualified from performing the work described in this IFB or from furnishing services for which the bid is submitted, and shall be further disqualified from bidding on any future requests for work, goods, or services for the Town.

11. CONFLICT OF INTEREST

Subject to the provisions of Chapter 112, F.S., all Contractors must disclose with their bid the name of any officer, director, agent, or shareholder who is also an employee of the Town. All Contractors must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches.

12. DISCLOSURE - ADVISORY BOARD MEMBER OF TOWN

12.1 Sections 112.313(3) and 112.313(7), F.S., prohibit an advisory board member of the Town from holding any employment or contractual relationship with any business entity doing business with the Town. Section 112.313(12), F.S., provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the Contractor and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the Contractor's response.

12.2 Advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.

12.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the Town or any of its personnel to enter into such a contract other than by the mere submission of the bid.

12.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the bid specifications or the determination of the responsible and responsive Contractor.

13. CONE OF SILENCE

After the issuance of the IFB by the Town, Contractors and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this IFB with the Town, including any Commissioner, or any employee of the Town other than the Town's Purchasing Manager (or designee) unless otherwise directed on the Invitation for Bid Overview of this IFB. This prohibition begins with the issuance of the IFB and ends upon award of the resulting contract. Such communications initiated by a Contractor shall be grounds for disqualifying the offending Contractor from consideration for award under this IFB and/or potentially any future procurement for goods or services with the Town.

14. COPYRIGHT

The Contractor shall irrevocably transfer, assign, set over, and convey to the Town all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract awarded under this IFB. The Contractor further agrees to execute such documents as the Town may request to affect such transfer or assignment. Further, the Contractor agrees that the rights granted to the Town by this paragraph are irrevocable. The Contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

15. INSURANCE

15.1 Within ten (10) days of the posted date of Notice of Award, the apparent qualified awarded Contractor shall submit to the Town's Purchasing Manager (or designee) a copy of its current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida.

15.2 The Town of Longboat Key shall be named as additional insureds, along with any additional entities specified in the General Conditions of the Contract. The insurer shall agree to waive all rights of subrogation against the Town and any additional entities specified in the General Conditions of the Contract

15.3 Bid award will be subject to proof of insurance, in the form of certificates of insurance, being provided to the Town within ten (10) days of the posted date of the Notice of Award, and subject to acceptance of the types and amounts of coverage by Town's Purchasing Manager.

15.4 The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal.

15.5 Insurance coverage required from the apparent qualified awarded Contractor shall be provided by or on behalf of all subcontractors to cover their operations performed. The awarded Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

15.6 Proof of insurance with endorsements shall be sent to:

Town of Longboat Key
Attention: Kari L. Kennedy, Purchasing Manager
501 Bay Isles Road
Longboat Key, Florida 34228

NOTE: Please affix IFB number and project title on certificate.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

15.7 Once received by the Purchasing Manager, the Certificate of Insurance and endorsements shall accompany the executed contract.

16. NEGOTIATION

16.1 The Town Manager shall negotiate a contract with the lowest responsible and responsive Contractor for the subject services at compensation which the Town determines is fair, competitive, and reasonable. This IFB process is conducted pursuant to Chapter 38 of the Town's Code of Ordinances and the Finance Department's administrative procedures.

16.2 Preference may be given to Contractors with drug-free workplace programs whenever identical submittals (quality, price, and service) are submitted; Contractor shall certify that its program complies with the requirements of Section 287.087, F.S. Information about the program shall be included in the bid submittal.

16.3 At the sole discretion of the Town, payment terms and other consequential information may also be utilized in resolving apparent tie bids.

16.4 The Town reserves the right to accept or reject any or all bids, to waive any informalities or minor irregularities in the IFB process, and to postpone the award of the contract for a period of time not to exceed ninety (90) days from the IFB opening date.

16.5 Negotiation and award shall further be based on the criteria stated in the Specific Instructions to Contractors and Town purchasing procedures as set forth in Chapter 38 of the Town's Code of Ordinances.

16.6 Any protest related to this IFB must be in accordance with the Town's Protest Procedures as specified in Chapter 38 of the Town's Code of Ordinances.

17. PRICES

Firm prices shall be bid. Unit prices will prevail on the submitted Bid Forms. If applicable, unit prices will be utilized to adjust the total compensation due to the awarded Contractor based on actual quantities provided as part of the work and verified by the Town.

18. ESTIMATED QUANTITIES

When applicable, and unless specifically addressed, the estimated quantities of work to be done and materials to be furnished under this IFB are to be considered as approximate only and are to be used solely for the comparison of proposals. The Town does not expressly nor by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the proposer plead misunderstanding or deception because of such estimate of quantities. Payment to the awarded Contractor will be made only for the actual quantities of work performed and material furnished in accordance with the contract and it is understood that the quantities may be changed as provided in the IFB Documents without in any way invalidating any of the unit or lump sum prices.

19. MISTAKES

Contractors are required to examine the IFB and all other Contract Documents. Failure to do so will be at Contractor's risk. In case of a mistake in extension, the unit price will govern. All corrections made by Contractor to any bid entry must be initialed and must be submitted before the bid opening.

20. TAXES

Goods and services sold to the Town under this IFB and the ensuing contract shall be less all federal, state, and local taxes, in accordance with the tax-exempt status of the Town (Town State Sales and Use Tax Exemption Certificate Number: 85-8012646331C-7).

21. WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the Town, no later than the time of payment, free and clear of all liens.

22. ADA COMPLIANCE

Proposals, bids and other documents submitted by the proposer to the Town, which are required to be posted on the Town's website, must be accessible under the "WCAG AA" (Web Content Accessibility Guidelines, Level AA) to adhere to the Americans with Disabilities Act (ADA) compliancy guidelines. In the event the proposer is unable to provide the applicable documents to the Town in an ADA-compliant format, all applicable documents must be submitted in the original format (Word, PowerPoint, etc.) and the Town can convert the document(s) at a cost of \$2.95 per page or the current contracted rate. The proposer shall be solely responsible for all associated fees. For questions or requests to the Town to convert applicable documents, contact the Town at 501 Bay Isles Road, Longboat Key, Florida 34228, 941.316.1999, or email the Town at ADACompliance@longboatkey.org. For information on providing documents in an ADA-compliant format, please refer to the U.S. Department of Health and Human Services Website regarding digital communications <https://www.hhs.gov/accessibility.html>.

SPECIFICATIONS / SCOPE OF WORK
IFB #19-092, ANNUAL FIRE BACKFLOW TEST SERVICES

1. BACKGROUND

The Town of Longboat Key is a ten-mile long barrier island within both Manatee and Sarasota Counties. The northern half of the Town is located in Manatee County, while the southern half is located in Sarasota County. The Town is off the coast of Sarasota in Southwest Florida that has a reputation as an affluent residential community, particularly for retirees who relocate predominantly from northern states. The Town has a permanent population of approximately 6,845 residents, but it also a popular seasonal destination for visitors and part-time residents. During the winter months, the population of the Town typically increases to between 18,000 and 24,000. The Town is bordered on the east by Sarasota Bay and on the west by the Gulf of Mexico.

The Town of Longboat Key (Town) is currently seeking sealed bids from qualified, licensed State of Florida Contractor V (or higher) as defined by Chapter 633, Florida Statutes ([https://www.flsenate.gov/Laws/Statutes/2018/Chapter633/Part III](https://www.flsenate.gov/Laws/Statutes/2018/Chapter633/Part%20III)) to perform annual testing services of potable water backflow prevention assemblies (fire and associated detector assemblies) in accordance with all applicable local, state, and federal rules, codes, regulations, and laws.

The Town has approximately 2,900 potable water accounts and approximately 205 fire backflow prevention assemblies ranging in size from ¾ inch to 10 inches of which approximately 160 assemblies are condominium or commercial accounts. Each water service connection (domestic, irrigation, and fire) is required to have an approved backflow prevention assembly installed. The backflow prevention assembly is owned by the property owner/utility customer. Town of Longboat Key Code of Ordinances 53.15 Cross-Connection Control, found at [https://library.municode.com/fl/longboat key/codes/code of ordinances?nodeId=TIT5PUWO CH53W A 53.15CRNNCO](https://library.municode.com/fl/longboat%20key/codes/code%20of%20ordinances?nodeId=TIT5PUWO_CH53W_A_53.15CRNNCO) details the requirements of installation and maintenance of the assemblies.

The backflow prevention assemblies must be inspected and tested on an annual basis in order to ensure they are operating properly and meet State rule requirements. As a service to Town utility customers, the Town conducts the annual test and notifies the customer only of a failing result. The Town provides this service through an agreement with certified backflow assembly testers working for a State of Florida Contractor V (or higher) as defined within FS Chapter 633. Any repairs or re-certification needed and identified during the annual tests are the responsibility of the utility customer. The Town will only be responsible for repairs at Town facilities.

2. SCOPE OF WORK

The Contractor shall provide all materials, equipment, and labor to perform annual backflow testing of domestic, irrigation, and fire assemblies as described within this Scope of Work.

2.1 Contractor Responsibilities

All properties will typically be tested in August; the Contractor shall have thirty (30) days to complete testing. Testing services will be performed in two (2) stages: (i) condominium and commercial properties (approximately 800 assemblies); (ii) single-family properties.

- 2.1.1 Contractor shall provide backflow assembly testing services in conformance with test procedures approved by the Town of Longboat Key, which currently is the Backflow Prevention and Cross-Connection Control American Water Works Association (AWWA) Manual M-14 Recommended Practices as well as all industry standards as they apply from the Florida Department of Transportation (FDOT), and Occupational Safety and Health Administration (OSHA) standards.

- 2.1.2 Contractor shall assign a minimum of two (2) certified backflow assembly testers and a project manager to the work provided to the Town. The project manager may be one of the testers assigned. The Contractor is required to maintain sufficient staff in order to produce results in a timely manner on a monthly basis. The project manager and testers are required to participate in kick-off, coordination, and progress meetings as requested by the Town.
- 2.1.3 Testing shall be completed Monday through Friday between 8:00am and 4:00pm with the exclusion of Town holidays. Contractor is required to complete all testing within thirty (30) days. Testing shall be completed beginning upon execution of the contract through November. Testers shall notify the designated Town employee daily via email and/or phone prior to beginning testing. Testers will be required to update the Town with the beginning location and ending location of each day of testing.
- 2.1.4 Condominium and commercial property testing will need to be scheduled through the condominium manager and the commercial property owner.
- 2.1.5 Prior to beginning a test on a single-family property, the testers must attempt to notify an occupant of the intent to test when arriving at a property by knocking on the door and informing the occupant that a brief water interruption will occur. If the occupant requests the test to be conducted at a later time, the testers shall agree. If there is no response when knocking on the door, the testers may proceed with testing.
- 2.1.6 When contacting an occupant and performing any backflow tests, the testers must be clearly identifiable to the occupant by wearing a professional uniform, safety vests, and providing magnetic vehicle signs (approximately 11in x 17in). Contractor is responsible to provide the testers with the above. The Town will provide the information to be printed on the safety vests and magnetic vehicle signs.
- 2.1.7 If an occupant reports a water leak/drip due to a recent test, the Backflow Contractor shall be responsible to the occupant and resolve the leak. The tester(s) shall respond to the occupant and/or the Town immediately if water is flowing. Testers are responsible for fully restoring property to its original pre-test condition.
- 2.1.8 If the testers fail to turn the water service on after testing:
 - 2.1.8.1 Testers shall return to property immediately.
 - 2.1.8.2 Testers shall resolve any/all issues with the occupant.
 - 2.1.8.3 The Town reserves the right to assess liquidated damages against the Contractor in the amount of \$100 per occurrence.
- 2.1.9 Contractor will be required to perform any repairs or re-certifications of assemblies at Town locations only. Contractor shall draft a work plan using labor rates provided on the Bid Form; any parts purchased during a repair shall be at Contractor's cost plus ten (10) percent markup. The work plan must be approved prior to commencement of any work. Labor rates (Table 2) noted on the Bid Form are exclusive of the Basis of Award. Invoices reflecting cost of parts are required when submitting Contractor's invoices for verification of markup.

2.2 Test Reports

Contractor shall be responsible for complete and accurate test reports. A complete and accurate test report is proof that a test was performed and backflow will be prevented. Test reports will not be accepted until the report reflects all assemblies have been completely and accurately tested.

- 2.2.1 Contractor shall complete all testing of backflow within thirty (30) days from the date of Notice to Proceed. Test results must be submitted within thirty (30) days of testing.

- 2.2.2 Testing documentation shall be filled out completely and submitted to the Town on a weekly basis.
- 2.2.3 Tests performed shall be documented via a Town of Longboat Key Backflow Prevention Assembly Installation, Test & Maintenance Report. Test shall also be completed via Excel worksheet detailing the following:
 - 2.2.3.1 Backflow device number;
 - 2.2.3.2 Test date;
 - 2.2.3.3 Serial number; and
 - 2.2.3.4 Pass/fail.
- 2.2.4 The Town reserves the right to randomly verify the test results recorded on any submitted test report form. This verification may be cause for rejection of the submitted test results and grounds for re-testing of the assembly at the Contractor's sole expense.

2.3 Prohibited Practices

- 2.3.1 Prohibited practices may include, but are not limited to:
 - 2.3.1.1 Falsifying a test report;
 - 2.3.1.2 Incompetent assembly testing;
 - 2.3.1.3 Allowing another person to use certification;
 - 2.3.1.4 Failure to represent the Town in a professional workmanlike manner while performing any aspect of testing;
 - 2.3.1.5 Other acts deemed unethical by the Town pursuant to current standards, business practices and contractor law.
- 2.3.2 Any prohibited practice associated with backflow assembly testing or reporting may result in the following:
 - 2.3.2.1 Termination of agreement.
 - 2.3.2.2 Suspension or debarment from future Town agreements.
 - 2.3.2.3 Notification to training authority issuing certification/license.

3. **ELIGIBILITY**

To be eligible for award in response to this IFB, bidders must demonstrate that they have successfully completed work as specified herein and are normally and routinely engaged in performing such work and are properly and legally licensed to perform such work.

CONTRACTORS MUST SUBMIT ALL INFORMATION REQUESTED BELOW WITH THE BID SUBMITTAL.

CONTRACTORS MUST MEET OR EXCEED ALL MINIMUM ELIGIBILITY REQUIREMENTS LISTED BELOW IN ORDER TO BE CONSIDERED FOR AWARD.

- 4.1 Contractor shall possess a current State of Florida Contractor V (or higher) license as defined within FS Chapter 633 and provide a copy of said license with the Bid Submittal.
- 4.2 Contractor shall employ a minimum of two (2) Certified Backflow Assembly Testers with current certification by one of the following and provide a copy of the certification with the Bid Submittal:
 - 4.2.1 University of Florida TREEO Center;

- 4.2.2 Florida Water Pollution Control Operator's Association;
 - 4.2.3 American Society of Sanitary Engineering for Plumbing and Sanitary Research;
 - 4.2.4 American Backflow Prevention Association;
 - 4.2.5 Institute for Cross-Connection Control;
 - 4.2.6 Any approved certification by FDEP.
- 4.3 Contractor shall have a minimum of two (2) operational calibrated backflow test kits available at all times. Contractor will be required annually to supply the Town with a current calibration. Provide a list of backflow testing kits including the year, make, model and if the equipment is leased or owned, and a copy of the latest calibration report with the Bid Submittal.
 - 4.4 Provide three (3) projects/contracts performed within the past five (5) years which best illustrate the experience of the Contractor as related to the Scope of Work.
 - 4.5 Contractor shall demonstrate adequate personnel coverage for the desired work and responding to the Town's needs. Provide a staffing plan, which identifies members of team, including management, their role in providing work to the Town and a description of each personnel's qualifications. Only personnel that will actively participate in providing services to the Town will need to be included.
 - 4.6 The Basis of Award will be determined by the costs as noted in Table 1 on the Bid Form, however, Contractor must provide Hourly Labor Rates (Table 2) in order to be considered responsive. Hourly labor rates shall not include parts; the Town will allow a ten (10) percent markup on any parts purchased for any approved repairs.
 - 4.7 No subcontracting will be allowed.

5. BID SUBMITTAL

The following documents and information, collectively, comprise the Bid Submittal, which when tendered, on or before the IFB due date and time, shall be submitted in a clear and concise manner, using the forms provided, for Town review. Bids should not contain information in excess of that requested, must be concise, and must specifically address all of the items set forth in this IFB. It is requested that the response be submitted in the same order as set forth according to the selection method below:

- 5.1 Bid Sheet and Addenda Acknowledgement.
- 5.2 Bid Form.
- 5.3 Statement of Licensure.
- 5.4 Equipment Schedule.
- 5.5 Work Experience.
- 5.6 Staffing Plan.
- 5.7 Fair Practices Affidavit.
- 5.8 Acknowledgement of Firm.
- 5.9 Public Entity Crimes Certification.
- 5.10 Drug Free Work Place Certification.
- 5.11 Equal Employment Opportunity.
- 5.12 E-Verify Certification.
- 5.13 Statement of No Bid, if applicable.

6. EVALUATION AND AWARD OF CONTRACT

Bids will be reviewed by the Town. The recommendation of award will be forwarded to the Town Manager for review and final decision.

- 6.1 The Town reserves the following rights:

- 6.1.1 To be the sole judge of the Contractor's qualifications.
- 6.1.2 To conduct pre-award discussions with any responsive and responsible Contractors who submit bids determined to be reasonably acceptable of being selected for award.
- 6.1.3 To request that Contractor(s) modify their bid to more fully meet the needs of the Town or to furnish additional information as the Town may reasonably require.
- 6.1.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission of bids and prior to award.
- 6.1.5 To request additional qualification information.
- 6.1.6 To limit and/or determine the actual services to be included in the agreement with the Contractor.
- 6.1.7 To obtain information from any available sources for use in evaluating the bids.
- 6.1.8 To waive any irregularity in any bid, or reject any or all bids, in part or in whole, should it be deemed to be in the best interest of the Town to do so.
- 6.1.9 To recommend the bid award by the Town Manager, if at all, to a single Contractor, to the lowest responsive and responsible Contractor, provided that the Contractor's bid submittal is considered (within the sole discretion of said Town Manager) reasonable, presents the best overall value, and is in the best interest of the Town to recommend, and no bid protest has been filed.

The basis of recommendation will be the Total Base Bid that presents the best overall value and is in the best interest of the Town or may be determined by the availability of funds. The Town will identify the least-cost, acceptable bid which presents the best overall value to the Town of Longboat Key.

- 6.1.10 The Town of Longboat Key retains sole and final discretion as to the acceptability of bids and the bid that is awarded for an agreement.

7. AGREEMENT

7.1 The initial term of the agreement is three (3) years with the right to renew the agreement for two (2) additional one (1) year terms, providing all terms and conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town.

7.2 In the event work is scheduled to end because of the expiration of the agreement, the Contractor shall continue the work upon request of the Town as authorized by the awarding authority. The extension period shall not extend for more than one hundred twenty (120) days beyond the expiration date of the existing agreement. The Contractor shall be compensated for the work at the rate in effect when this extension clause is invoked by the Town.

BID SHEET AND ADDENDUM ACKNOWLEDGEMENT
IFB #19-092, ANNUAL FIRE BACKFLOW TEST SERVICES
(MUST BE COMPLETED AND SUBMITTED WITH BID)

The undersigned Contractor declares that the only person or parties interested in this Invitation for Bid (IFB) as principals are those named herein, that this bid is made without any understanding, contract, or connection with any other person, firm, or corporation providing a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. The Contractor understands that this bid must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned Contractor represents that the Contractor accepts, and that this bid complies with, the IFB Documents and that the Contractor has carefully examined the IFB Documents for the designated work. Contractor affirms that Contractor has carefully examined the location of the designated work and, from its own investigations, is satisfied as to the nature and location of the work, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the work or its performance.

The undersigned Contractor proposes, and agrees if this bid is accepted, that it will contract with the Town to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the work, and furnish all the materials and equipment specified or referred to in the IFB Documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, Contractor must disclose with bid the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Contractor must disclose on an attachment (provided by Contractor) entitled "Submitted Bid Conflict of Interest" the name of any Town employee who owns, directly or indirectly, a five percent (5%) or more interest in the Contractor's firm or any of its branches, or in the firm of any subcontractor to this bid. Absence of such an attachment represents Contractor's certification of no such employee.

The undersigned Contractor understands that the Town reserves the right to reject any or all bids and to waive any informalities and minor irregularities in any bid. The Contractor agrees that this bid shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled IFB opening.

Contractor acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in bid pricing. If an addendum is issued, the Addendum Acknowledgement below must be submitted with the Bid Submittal at the time and due date of the bid.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BID FORM
IFB #19-092, ANNUAL FIRE BACKFLOW TEST SERVICES
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Having carefully examined the IFB Documents, Contractor agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire work for the **TOTAL BASE BID** and to execute an agreement for work, insurance certifications, and other instruments or documents as specified or included in the IFB Documents, and will completely perform the work in strict accordance with the terms of the IFB Documents.

Item	Estimated Quantity	Unit Cost	Total Amount
¾ inch Backflow Prevention Assembly Test	90	\$	\$
1 inch Backflow Prevention Assembly Test	10	\$	\$
2 inch Backflow Prevention Assembly Test	10	\$	\$
3 inch Backflow Prevention Assembly Test	1	\$	\$
4 inch Backflow Prevention Assembly Test	1	\$	\$
6 inch Backflow Prevention Assembly Test	80	\$	\$
8 inch Backflow Prevention Assembly Test	1	\$	\$
10 inch Backflow Prevention Assembly Test	2	\$	\$
Total Base Bid			\$

Table 1

***Exclusive of Basis of Award**

Item	Hourly Rate
¾ inch Backflow Prevention Assembly	\$
1 inch Backflow Prevention Assembly	\$
2 inch Backflow Prevention Assembly	\$
3 inch Backflow Prevention Assembly	\$
4 inch Backflow Prevention Assembly	\$
6 inch Backflow Prevention Assembly	\$
8 inch Backflow Prevention Assembly	\$
10 inch Backflow Prevention Assembly	\$

Table 2

The undersigned Contractor acknowledges that work to be performed shall conform to all Town codes and regulations. Work must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit.

Contractor Name

Authorized Signature (Manual)

Mailing Address

Name (Typed or Printed)

City, State and Zip Code

Title (Typed or Printed)

(Area Code) Telephone Number

Email Address

Date

STATEMENT OF LICENSE CERTIFICATE
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Failure to submit this documentation at the time of the bid opening may result in the disqualification of the Contractor.

1: State of Florida Certified Plumbing Contractor License

Qualifying Firm Name: _____

Qualifying Licensed Person: _____

FL License # _____

Attach Copy of License

2: Certified Backflow Assembly Tester (#1)

Qualifying Licensed Person: _____

Attach copy of Certificate

3: Certified Backflow Assembly Tester (#2)

Qualifying Licensed Person: _____

Attach copy of Certificate

EQUIPMENT SCHEDULE
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Failure to submit this documentation at the time of the bid opening may result in the disqualification of the bidder.

1: Calibrated Backflow Test Kit (#1)

Year: _____

Make: _____

Model: _____

Attach copy of calibration report

2: Calibrated Backflow Test Kit (#2)

Year: _____

Make: _____

Model: _____

Attach copy of calibration report

WORK EXPERIENCE
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Failure to submit this documentation at the time of the bid opening may result in the disqualification of the Contractor.

Provide complete information below. Provide five (5) project/contract references for the scope of similar size and for work performed within the last ten (10) years. Reference and contact information must be current with the name, telephone number and email address of a responsible entity for each project/contract cited. References must apply to projects/contracts completed by the Contractor and must indicate utilities where the Contractor has performed post-processed GPS positions on water distribution valves and fire hydrants and must indicate utility size and the number of valves completed. Attach additional sheets as needed.

PROJECT/CONTRACT #1

Entity Name: _____ Project/Contract Name: _____

Address; City; State: _____

Contact Name: _____ Telephone Number: _____

Email Address: _____

Summary of work performed: _____

PROJECT/CONTRACT #2

Entity Name: _____ Project/Contract Name: _____

Address; City; State: _____

Contact Name: _____ Telephone Number: _____

Email Address: _____

Summary of work performed: _____

WORK EXPERIENCE CONTINUED
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Failure to submit this documentation at the time of the bid opening may result in the disqualification of the Contractor. Attach additional sheets as needed.

PROJECT/CONTRACT #3

Entity Name: _____ Project/Contract Name: _____

Address; City; State: _____

Contact Name: _____ Telephone Number: _____

Email Address: _____

Summary of work performed: _____

The undersigned guarantees the accuracy and truth of the information provided herein.

Contractor's Name:

By: _____, its _____
(name) (title)

Signature: _____

STAFFING PLAN
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Failure to submit this documentation at the time of the bid opening may result in the disqualification of the bidder.

Provide a brief description demonstrating the Contractor is qualified and can provide adequate personnel coverage for the desired work. Identify each staff member, including management, which will be responsible for providing work to the Town. Include a brief description of qualifications of each person identified. Only personnel that will actively participate in providing work to the Town will need to be identified. Attach additional pages if needed. Organizational chart with job descriptions and resumes will be accepted with this information.

FAIR PRACTICES AFFIDAVIT
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Each Contractor submitting a bid must complete the following affidavit:

STATE OF _____ COUNTY OF _____

_____, makes oath that:
(Name of owner, partner, officer, representative, agent)

- (1) She/he is _____ of _____, the Contractor that
(Title: owner, partner, officer, representative) (Name of firm/business)
has submitted the attached bid;
- (2) She/he is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached bid of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Longboat Key or any person interested in the proposed contract or the proceeds thereof;
- (5) The undersigned has not given or donated or promised to give or donate directly or indirectly to any official or employee of the Engineer, or the Town of Longboat Key, or the Town of Longboat Key Commissioners, or to anyone else for his benefit any sum of money or other thing of value for aid in assistance in obtaining this contract; and
- (6) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including the undersigned.

(Signature)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20____.

She/he is personally known to me or has produced _____ as identification and who did take an oath.

(Signature of Notary)

(Commission Number & Commission Expiration)

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

(Date) By: _____
(Name of officer or agent, title of officer or agent)

On behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Official Notary Signature and Notary Seal) Commission Number: _____

(Name of Notary typed, printed or stamped) Commission expiration date: _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

(Date) By: _____
(Name of acknowledging partner or agent)

On behalf of the partnership, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Official Notary Signature and Notary Seal) Commission Number: _____

(Name of Notary typed, printed or stamped) Commission expiration date: _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

(Date) By: _____
(Name acknowledging)

Who personally appeared before me at the time of notarization and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Official Notary Signature and Notary Seal) Commission Number: _____

(Name of Notary typed, printed or stamped) Commission expiration date: _____

PUBLIC ENTITY CRIMES CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individuals name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is: _____

City, State and Zip _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____, as identification and who did [did not] take an oath and who acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

NOTARY PUBLIC: _____

Notary Public Signature: _____

Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Identical Tie Bids: Preference shall be given to businesses with drug free workplace programs. If two or more bids are equal with respect to price, quantity, and service then a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if all or none of the tied vendors have or do not have a drug free workplace program (Florida Statutes Section 287.087).

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

CONTRACTOR: _____

Print or type name of entity

Date

By: _____
Signature

Name: _____
Print or type

Title: _____
Print or type

DRUG FREE WORKPLACE CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____,

by _____, who is personally known to me or has
produced

_____, as identification and who did [did not] take an
oath

and who acknowledged before me that he executed the same for the purposes therein expressed on behalf
of said

corporation.

NOTARY PUBLIC: _____

Notary Public Signature: _____

Commission Expires: _____

EQUAL EMPLOYMENT OPPORTUNITY
(MUST BE COMPLETED AND SUBMITTED WITH BID)

The Town of Longboat Key is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11346 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

**CERTIFICATION BY CONTRACTOR OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F. R. 12319-15). Any Contractor or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

(Signature of Contractor)

(Typed name of Contractor)

Phone # _____ Email _____

Address: _____

1. Contractor has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
YES____ NO____

2. Compliance Reports were required to be filed in connection with such contract or subcontract:
YES____ NO____

If YES, state what reports were filed and with what agency.

3. Contractor has filed all compliance reports due under applicable instructions:
YES____ NO____

If NO, please explain in detail on an additional attached page.

PARTICIPATION IN E-VERIFY PROGRAM
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for the Town of Longboat Key, FL. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for the Town of Longboat Key, FL, on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

Contractor:

Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

STATEMENT OF NO BID
IFB #19-092, ANNUAL FIRE BACKFLOW TEST SERVICES

If you do not intend to submit a bid, please complete the information below and return this form by:

Mail Town of Longboat Key
 501 Bay Isles Road
 Longboat Key, Florida 34228

Or

E-mail to: Christine Coghill, CPPO, CPPB
 ccoghill@longboatkey.org

- | | |
|--|--|
| ☐ Insufficient time to respond | ☐ Unable to meet specifications |
| ☐ Schedule would not permit us to perform | ☐ Do not offer this product |
| ☐ Specifications unclear | ☐ Other (please specify below) |

Company Name: _____

Signature: _____

Telephone Number: _____

E-Mail address _____

Date: _____



TOWN OF LONGBOAT KEY

Incorporated November 14, 1955

Purchasing Division
501 Bay Isles Road
Longboat Key, Florida 34228
(941)316-1999
www.longboatkey.org

RECOMMENDATION OF AWARD

IFB 19-092 ANNUAL FIRE BACKFLOW TEST SERVICES

Date: July 25, 2019
To: Mr. Tom Harmer, Town Manager
From: Ms. Kari Kennedy, Purchasing Manager

SUBJECT

Approve the recommendation of award and enter into an agreement with the contractor, Florida Fire and Backflow, LLC, of Vero Beach, Florida, the lowest responsive and responsible contractor whose bid was determined to be in the best interest of the Town that met all of the requirements set forth by the Town in a solicited Invitation For Bids.

DESCRIPTION

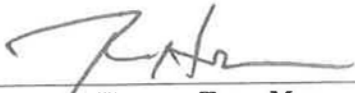
The Purchasing Division issued an Invitation For Bids to solicit for a qualified contractor to perform annual testing services of potable water backflow prevention assemblies (fire and associated detector assemblies). Invitation For Bids (IFB) 19-092 was issued with three (3) contractors submitting bids.

After responsiveness and responsibility verification and review of the bids, it is the consensus of the Public Works Department to recommend to the Town Manager to award this IFB to the lowest responsive and responsible contractor, Florida Fire and Backflow, LLC in the amount of \$10,085.00.

RECOMMENDATION

Request the Town Manager approve the recommendation of award and authorize staff to enter into an agreement with Florida Fire and Backflow, LLC, of Vero Beach, Florida for IFB 19-092 Annual Fire Backflow Test Services.

- ☒ Approve the recommended ranking and authorize staff to enter into an agreement with Florida Fire and Backflow, LLC, of Vero Beach, Florida
- ☐ Decline the recommended ranking and decline the authorization of staff to enter into an agreement with Florida Fire and Backflow, LLC, of Vero Beach, Florida


Thomas A. Harmer, Town Manager

7-24-19
Date

Attachments:

- 1) Recommendation from Public Works Department
- 2) Bid Tabulation

Kari Kennedy

From: Bert Warner
Sent: Thursday, July 25, 2019 3:54 PM
To: Kari Kennedy
Cc: Christine Coghill
Subject: RE: IFB #19-092, Annual Fire Backflow Test Services

Kari/Chris

I have reviewed the references for Florida Fire and Backflow and would like to move forward with awarding them the Annual Fire Backflow Testing Contract.

Thank you both for your assistance

Bert Warner
Utilities Manager



Public Works Department
Town of Longboat Key
600 General Harris Street
Longboat Key, Fl. 34228
Ph. 941-316-1988, ext. 2217

"Premier Community, Exceptional Service"

ELECTRONIC RECORDS PUBLIC INFORMATION NOTICE:
Under Florida law, e-mail addresses and messages are public records.

IFB 19-092 FIRE BACKFLOW ANNUAL TEST SERVICES

BID TABULATION

Item	FLORIDA FIRE AND BACKFLOW			READY PLUMBING & FIRE PROTECTION			BABE'S PLUMBING		
	Estimated Quantity	Unit Cost	Total Amount*	Estimated Quantity	Unit Cost	Total Amount	Estimated Quantity	Unit Cost	Total Amount
¾ inch Backflow Prevention Assembly Test	90	\$ 35.00	\$ 3,150.00	90	\$ 60.00	\$ 5,400.00	90	\$ 75.00	\$ 6,750.00
1 inch Backflow Prevention Assembly Test	10	\$ 45.00	\$ 450.00	10	\$ 60.00	\$ 600.00	10	\$ 75.00	\$ 750.00
2 inch Backflow Prevention Assembly Test	10	\$ 55.00	\$ 550.00	10	\$ 60.00	\$ 600.00	10	\$ 110.00	\$ 1,100.00
3 inch Backflow Prevention Assembly Test	1	\$ 55.00	\$ 550.00	1	\$ 60.00	\$ 60.00	1	\$ 150.00	\$ 150.00
4 inch Backflow Prevention Assembly Test	1	\$ 70.00	\$ 70.00	1	\$ 60.00	\$ 60.00	1	\$ 175.00	\$ 175.00
6 inch Backflow Prevention Assembly Test	80	\$ 70.00	\$ 5,600.00	80	\$ 60.00	\$ 4,800.00	80	\$ 200.00	\$ 16,000.00
8 inch Backflow Prevention Assembly Test	1	\$ 70.00	\$ 70.00	1	\$ 60.00	\$ 60.00	1	\$ 250.00	\$ 250.00
10 inch Backflow Prevention Assembly Test	2	\$ 70.00	\$ 140.00	2	\$ 60.00	\$ 120.00	2	\$ 300.00	\$ 600.00
	Basis of Award: Total Bid		\$ 10,580.00	Basis of Award: Total Bid		\$ 11,700.00	Basis of Award: Total Bid		\$ 25,775.00
Exclusive of Basis of Award									
Item			Hourly Rate			Hourly Rate			Hourly Rate
¾ inch Backflow Prevention Assembly			\$ 75.00			\$ 110.00			\$ 100.00
1 inch Backflow Prevention Assembly			\$ 75.00			\$ 110.00			\$ 100.00
2 inch Backflow Prevention Assembly			\$ 75.00			\$ 110.00			\$ 100.00
3 inch Backflow Prevention Assembly			\$ 75.00			\$ 110.00			\$ 100.00
4 inch Backflow Prevention Assembly			\$ 75.00			\$ 110.00			\$ 100.00
6 inch Backflow Prevention Assembly			\$ 75.00			\$ 110.00			\$ 100.00
8 inch Backflow Prevention Assembly			\$ 75.00			\$ 110.00			\$ 100.00
10 inch Backflow Prevention Assembly			\$ 75.00			\$ 110.00			\$ 100.00
	* THE TOTAL BID AMOUNT HAS BEEN REVISED DUE TO A MATH ERROR SUBMITTED ON THE BID FORM								
State of Florida Contractor V	YES			YES			YES		
2 Certified Backflow Assembly Testers	YES			NO			YES		
2 calibrated backflow test kits	YES			YES			YES		
3 projects within past 5 years	YES			NO			YES		
Staffing plan	YES			NO			YES		



PURCHASE ORDER

No: 19-00602

BILL TO:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
(941)316-1999

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

VENDOR: 20960

FLORIDA FIRE AND BACKFLOW LLC
1945 14TH AVE SW
VERO BEACH FL 32962

SHIP TO: PUBLIC WORKS

600 GENERAL HARRIS ST
LONGBOAT KEY, FL 34228

BUSINESS PHONE:**ORDER DATE:** 09/03/2019**FREIGHT TERMS:** None**SOLICITATION NO:****DELIVERY DATE:****CONFIRM TO:****DEPARTMENT:**

UTILITIES

ALL ITEMS MUST BE DELIVERED INSIDE THE BUILDING TO OUR SPECIFIED LOCATION**Contract No.:****Instructions:****Start Date:****Expiration Date:****Phone No.:****Email:**

Line	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price
1		3/4 INCH BACKFLOW PREVENTION ASSEMBLY	90.00	EA	35.00	3,150.00
1		1 INCH BACKFLOW PREVENTION ASSEMBLY	10.00	EA	45.00	450.00
1		2 INCH BACKFLOW PREVENTION ASSEMBLY	10.00	EA	55.00	550.00
1		3 INCH BACKFLOW PREVENTION ASSEMBLY	1.00	EA	55.00	55.00
1		4 INCH BACKFLOW PREVENTION ASSEMBLY	1.00	EA	70.00	70.00
1		6 INCH BACKFLOW PREVENTION ASSEMBLY	80.00	EA	70.00	5,600.00
1		8 INCH BACKFLOW PREVENTION ASSEMBLY	1.00	EA	70.00	70.00
1		10 INCH BACKFLOW PREVENTION ASSEMBLY	2.00	EA	70.00	140.00
1		REPAIR BACKFLOW PREVENTION ASSEMBLY	40.00	HOURS	75.00	3,000.00

Total Order: \$13,085.00

This Purchase Order is issued subject to the terms and conditions presented on www.longboatkey.org/purchasing, unless otherwise noted above.

PURCHASING AUTHORIZATION:

To:	Tom
From:	Kari
Date:	1/24/2023
Subject:	Signature approval

Tom-

Attached for your signature is a renewal for fire backflow annual test services. This is the first of two available renewals. Estimated amount of \$12,000

Thanks-

Kari

DocuSigned by:


FINANCE

401.30.52.531.3104

\$44,239.96 remaining

**AMENDMENT #1
FOR
IFB 19-092 FIRE BACKFLOW ANNUAL TEST SERVICES**

THIS AMENDMENT #1 (hereinafter "Amendment") to a Fire Backflow Annual Test Services for professional fire backflow annual testing services is hereby entered into as of the Amendment Effective Date defined below, by the **Town of Longboat Key, Florida** (hereinafter "Town"), 501 Bay Isles Road, Longboat Key, Florida 34228, a political subdivision of the State of Florida and **Florida Fire and Backflow, LLC.** (hereinafter "Contractor"), 1945 14th Ave SW, Vero Beach, Florida 32962.

WHEREAS, the Town and the Contractor entered into that certain Fire Backflow Annual Test Services Agreement, dated October 8, 2019, (the Agreement), for the purpose of providing professional fire backflow annual testing services for the Town as more fully set out in the Agreement; and

WHEREAS, the original term of the Agreement was for a three (3)-year time period; and

WHEREAS, the Town has the option of extending the Agreement for two (2) additional one (1)-year extension terms; and

WHEREAS, the parties mutually agree to extend the Agreement for the first additional one (1)-year extension term; and

NOW, THEREFORE, the Town and the Contractor hereby agree as follows:

1. The term of the Agreement is extended for a one (1)-year term commencing on October 8, 2022, and continuing through October 7, 2023.
2. The Amendment Effective Date shall be the date that the Town executes this Amendment #1.
3. The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required under the Agreement and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with a certified copy, or copies, of said insurance policies.
4. E-Verify. The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. The Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to the Agreement. Notwithstanding, if the Town has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under the Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.
6. The Agreement, as amended by this Amendment #1, continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement for professional fire backflow annual testing services as of the day and year last written below. The Town and the Contractor have signed this Amendment in two originals in counterpart. One counterpart each has been delivered to the Town's Purchasing Manager and to the Contractor.

Attest:

As to Florida Fire and Backflow, LLC

By: M. Brown

Signature

Date: 1/24/23

Seal:

CONTRACTOR

FLORIDA FIRE AND BACKFLOW, LLC

By: Franklin Jake Jardrew

Signature (Authorized Representative)

Print Name: Franklin Jake JardrewPrint Title: OwnerDate: 10/1/2022**Attest:**

As to Town of Longboat Key, Florida

By: Trish Shinkle

DocuSigned by:

Trish Shinkle, Town Clerk

Date: 1/24/2023

Seal:

**TOWN**

Town of Longboat Key, Florida

By: Tom Harner

DocuSigned by:

Thomas A. Harner, Town Manager

Date: 1/24/2023

Review of Amendment as to Form

By: R. David Jackson for

DocuSigned by:

Maggie D. Mooney, Esq., Town Attorney



Village of Palm Springs

Executive Brief

AGENDA DATE: February 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #12: Ordinance No. 2023-01 - Land Use Amendment and Rezoning (Small-Scale) - Collection Suites Palm Springs

SUMMARY: Mr. Javier Fernandez, agent for Collection Suites Palm Springs ("Applicant"), is requesting a Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning, and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project.

The proposed small-scale land use change would be from Commercial Land Use to Light Industrial, concurrent with Rezoning from Commercial General (CG) to Light Industrial (LI). The combined properties are less than 50 acres in size (7.313 acres total) and are planned for a mix of warehouse/self-storage.

The applicant is concurrently requesting Site Plan approval to allow a development concept of a 79,350 square foot warehouse/self-storage condominium called "Collection Suites Palm Springs" that would contain approximately nineteen (19) condominium units ranging in size from 3,206 square feet to 8,343 square feet, complemented by a 5,256 square foot clubhouse, a 1,283 square foot office, and related support spaces, in addition to the existing 36,054 square feet indoor athletic court (trampoline center). The proposed site plan is presented (within this item) for informational purposes only (no action is required at this time).

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use map and rezoning amendments are approved on the 2nd and final reading, and the proposed Site Plan will be presented for consideration at a future date.

Ordinance No. 2023-01 was advertised in the Lake Worth Herald on December 29, 2022, and re-advertised in the Palm Beach Post on January 9, 2023, due to changes.

The proposed request was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review, and no comments were received.

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers, and provides opportunities to resolve potential disputes only within the plan amendment.

The Planning and Zoning Board considered this item during their January 10, 2023 meeting and recommended approval.

The Local Planning Agency (LPA) considered this item during their January 26, 2023 meeting.

The proposed ordinance was approved on the first reading by the Village Council on January 26, 2023, and it is being presented on the 2nd and final reading.

FISCAL IMPACT:

The proposed land use and zoning amendments are not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property valuation.

ATTACHMENTS:

1. Proposed Ordinance No. 2023-01 - Small Scale Land Use Amendment & Rezoning - Collection Suites Palm Springs
2. Collection Suites Palm Springs - Project Narrative
3. Proposed Site Plan (informational only)
4. Aerial, Location, FLUM and Zoning Maps

ORDINANCE NO. 2023-01

(SMALL SCALE LAND USE AMENDMENT & REZONING)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE “SMALL SCALE” COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR 7.313 ACRES (COMPRISED OF THREE PARCELS) TO ALLOW FOR A MIX OF WAREHOUSE/SELF-STORAGE CONDOMINIUM, COMPLIMENTED BY A 5,256 SQUARE FOOT CLUBHOUSE, A 1,283 SQUARE FOOT OFFICE AND RELATED SUPPORT SPACES, LOCATED AT 874, 884, AND 964 SOUTH CONGRESS AVENUE, PLANNED FOR “LIGHT INDUSTRIAL”, FROM A FUTURE LAND USE DESIGNATION OF “COMMERCIAL GENERAL (CG) TO A FUTURE LAND USE DESIGNATION OF “LIGHT INDUSTRIAL (LI)”; FURTHER CHANGING THE ZONING DESIGNATION FROM “COMMERCIAL GENERAL (CG)” DISTRICT TO PROVIDE FOR A ZONING DESIGNATION OF “LIGHT INDUSTRIAL (LI)” DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use and zoning designations for a parcel less than 50 acres in size (7.313 acres) that is currently vacant, and is currently proposed for “Light Industrial (LI)”, use located 874, 884, and 964 South Congress Avenue; and

WHEREAS, the Village will initiate the small-scale land use and zoning changes from the existing Village of Palm Springs designations. The subject property is less than 50 acres in size; and

WHEREAS, the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”); and

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency (the “LPA”) will consider this item on January 26, 2023, and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendments and re-zoning designation; and

WHEREAS, the Village Council has determined that granting the request for land use amendment and rezoning serves a valid public purpose and is consistent with the goals, policies, and objectives of the Village Comprehensive Plan.

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

Section 1. Findings. The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

Section 2. Future Land Use. The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in "**Exhibit A**" shall be established as "Light Industrial (LI)" land uses.

Section 3. Zoning. Concurrent with said small-scale land use amendment, the Land Development (Zoning) District designation on the official Village of Palm Springs Zoning Map shall be established as "Light Industrial (LI)", more particularly designated in **Exhibit "A"**, subject to the approval and appeal period stated in Section 2, above.

Section 4. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith cause the designation of the zoning of the property described in the attached "**Exhibit A**", as set forth in Section 3 of this Ordinance, on the official Village of Palm Springs Zoning Map.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective 31 days after adoption, or, if timely appealed, when the state land planning agency or Administration Commission issues an order finding compliance as provided by section 163.3187(5), Florida Statutes.

Council Member offered the foregoing Ordinance and moved its adoption. The motion was seconded by Council Member

_____, 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, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



January 19, 2023

Via E-Mail to: icabrera@vpsfl.org

Ms. Iramis Cabrera, Director
Planning, Zoning & Building Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: 874 & 884 S. Congress Avenue, Palm Springs, FL (Parcel Control Nos: 70-43-44-05-25-002-0000; 70-43-44-05-25-003-0000; 70-43-44-05-25-004-0000) (collectively, the "Property") – Request for Future Land Use Plan Amendment, Rezoning, Site Plan Approval, Waivers and a Variance.

Dear Ms. Cabrera:

Our firm represents Astrax LLC (the "Applicant"). The Property is presently owned by Palm Springs Villages, LLC ("Owner"). Applicant is the contract purchaser of the Property and submits this application to the Village of Palm Springs (the "Village"), with the Owner's authorization, requesting approval of a Future Land Use amendment, rezoning, and companion site plan with waivers for the Property. Below is a short narrative summarizing the Property's history and Applicant's request.

▪ **Future Land Use/Zoning Designation & Property History**

The Property was voluntarily annexed into the Village on April 27, 2006 and designated with a Future Land Use (FLU) designation of *Commercial* and Zoning designation of *General Commercial* (GC). The Property retains the same FLU and zoning designation to this day. At the time of the annexation, the Village entered into an agreement with the then property owner under Resolution No. 2006-50 to permit the construction of a mixed-use development consisting of warehouse, retail with drive-through and fast-food restaurant with a drive-through. The annexation agreement was only valid for a term of five (5) years and is now expired.

Thereafter, in October of 2012, the Village Council approved a site plan and concurrently a special exception use for the development and construction of 19,028 square feet of office space and 29,691 square feet of utility warehouse with a gas station with 12 fueling positions. While approved, this project was never executed.

Most recently, on July 13, 2017, the Village Council approved a site plan and concurrently a special exception use with four (4) waivers to permit the development and construction of a 6,800 square foot restaurant and 36,000 square feet of indoor athletic court. The waivers approved by the Village Council liberalized the Property's required setbacks as follows: (i) a reduction to the setback along S. Congress Avenue for Building A from the required 50' to 30'; (ii) a reduction to the required setback along S. Congress Avenue for Building C from the required 50' to 25'; (iii) a modification to the side corner setback along Holly Road for Building C to allow 20' setback where 25' is required; and (iv) to permit the overlap of 100% of the existing/proposed easements for FPL and LWDD within the southern perimeter landscape buffer

instead of the maximum 5' overlap. While the indoor athletic court use was completed, the balance of the project was never executed.

▪ **Applicant's Proposed Development Concept**

Applicant proposes to improve a portion of the Property with a warehouse condominium product comprised of 79,350 square foot and called the "Collection Suites Palm Springs" (the "Project"). The Project that will contain approximately nineteen (19) condominium units ranging in size from 3,206 sq. ft. to 8,343 sq. ft. These warehouse/storage condominium units will be complemented by a 5,256 square foot clubhouse and related support spaces, including a manager's office.

The Project innovates on Applicant's success with a similar development concept located in Miami-Dade. The units function as luxury suites for collectors. These fully customizable suites are used by their owners to store collector vehicles, wine and art (among other collector's items) and provide each owner with a private space where the stored valuables can also be enjoyed in an environment which is both comfortable and rich in amenities. Each unit/suite in this exclusive collector's community will boast luxury finished, spacious living areas, high tech features, full automaton, extensive security options, and complemented by an entertainment clubhouse. Most spaces will include a mezzanine level, kitchenette, wine cellar, state-of-the-art entertainment and technology features, VIP concierge services and more. In addition, the association will promote activities and events to bring like-minded individuals together around their shared passions with the goal of building community. More information about the concept and the Applicant's past projects can be found at: <https://collection-suites.com>.

Given the nature of the proposed use and the items that will be stored by individual unit owners on-site, safety and security concerns and amenities are a central element of the proposed program. The project will contain 24-hour security surveillance to monitor the project's interior and exterior walls. The control towers noted on the site plan will permit 360-degree surveillance of the Property and provide security guard access, when needed. Client/owner access to the Project will be limited to the gated entrances that will require use of a private, personal code, along with facial and license plate recognition. In addition, on-site security will surveil and patrol the Property during regular business hours and overnight.

Furthermore, the Applicant maintains a strong relationship with the Doral Police Department (the local law enforcement agency) at its Miami-Dade County location. The local police department routinely visits the site and immediate area. As has been its practice elsewhere, Applicant intends to build a similar relationship with the Village's police department to further enhance security on the Property and a sense of safety among its owner/clients.

Finally, full-time staff will be committed to the clients and the maintenance of the site, including, but not limited to, the following: (i) a site manager; (ii) on-site maintenance staff; (iii) a civil engineer; (iv) an IT manager; (v) a third-party gardening/landscaping firm; (vi) third-party event support; (vii) third-party maintenance services; (viii) a 24-hour concierge platform with remote access; and (ix) a condominium board.

▪ **Parcel Information & Applicant's Request**

The following table provides information regarding the individual parcels, all owned by the Owner and under contract by the Applicant for purchase, which consist of the Property that is the subject of the application.

PCN#	Address	Acreage	Existing Use	Existing FLU	Proposed FLU	Existing Zoning	Proposed Zoning
70-43-44-05-25-002-0000	884 S. Congress Ave	2.37 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial
70-43-44-05-25-003-0000	874 S. Congress Ave	1.30 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial
70-43-44-05-25-004-0000	None	1.16 acres	Vacant	Commercial	Light Industrial	Commercial General	Light Industrial

As summarized hereinabove, Applicant respectfully requests the City's approval of the following:

1. FLU amendment of the Property from *Commercial* to *Light Industrial*;
2. Rezoning of the Property from *Commercial General (CG)* to *Light Industrial*;
3. Pursuant to s. 34-1063.(c), site plan approval with the following Waivers:
 - a. A reduction in the required setback S. Congress Avenue from the required 30' to 25' at its narrowest point;
 - b. A reduction in the required setback along Holly Road from the required 30' to 20' at its narrowest point;
 - c. A reduction in the required Interior (NE Abutting Residential lots) setback from 75' to 30' at its narrowest point;
 - d. A modification to the permitted number of special events allowed on the Property from four (4) to not more than twelve (12) each calendar year; and
4. A variance pursuant to s. 34-891.(2) requesting authorization for the operation of the Project for 24 hours where otherwise limited to between 7 A.M. and 11 P.M. per s. 34-891.(1).

Below is summary of the requests consistency with the Village Comprehensive Plan and the Community Redevelopment Area (CRA) Plan.

▪ **Consistency with the Comprehensive Plan**

The requested FLU amendment and rezoning of the Property to include the proposed warehouse facility is consistent with several of the Village's Comprehensive Plan goals, objectives and policies regarding land use, redevelopment activities and economic development. Below are some of the applicable objective and policies followed by our statements of compliance.

Objective C: The Light Industrial Future Land Use category shall allow as permitted uses establishments which will accommodate employment centers using light-assembly, manufacturing, warehouse, distribution, showroom, and non-local office needs of the Village.

The request will help facilitate the construction of a condominium warehouse use which is permitted within the existing and proposed *Light Industrial* future land use category described within this Objective.

Policy A.6: Continually maintain and update, when necessary, development regulations which assure efficient, high quality residential design construction, and redevelopment activities.

The request, if granted, will ensure the construction of a new warehouse facility use on vacant land within the S. Congress Avenue corridor.

Policy P.1: The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment, and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.

The Property is located within the URA, which encourages urban infill development activities like the Project. The potential construction of the condominium warehouse product on the Property reflects the Applicant's investment in the Village, will drive economic growth within the URA, and will likely spur ancillary development due to the demand induced by this investment.

Policy P.3: Mixed-use centers and employment centers shall be encouraged in the Urban Redevelopment Area (URA) where appropriate.

The Project represents a direct economic investment within the CRA that will create direct employment opportunities as part of the Project as well as induce indirect employment opportunities to meet needs of investors/collectors that will acquire the condominium warehouse units.

▪ **Consistency with Village Community Redevelopment Area Plan**

The requested amendments for the Project are consistent with the Village's CRA plan and strategies. As required by the Village's development application, the following CRA criteria which have are listed below with are response listed thereafter.

1. Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA

a. Improving Utilities and Infrastructure

New utilities and infrastructure will be provided for the proposed Project resulting in a general upgrade to utilities and infrastructure within the CRA.

b. Expanding Job Development & Economic Growth

The construction of the Project will create both direct and indirect employment opportunities within the CRA both during the construction phase and once the Project is operational. This investment within the CRA and use of infill property meets the goals of the CRA.

c. Enhancing Public Safety

With the construction of the Project, a previously vacant site will be improved and activated bringing new life and activity to a currently dormant area. The additional activity and investment will substantially enhance the safety of the immediate area.

d. Increasing and Maintaining Workforce Housing

Although the Project does not include any residential component, the request will result in new jobs within the Village which will help reduce transportation costs for residents working there.

e. Advancing the Partnership with Palm Beach County

The Applicant will continue to work with Palm Beach County (the “County”) with regards to the proposed request.

2. Proposal’s Effect on Existing Conditions (identified in CRA Redevelopment Plan) in the CRA District.

The Project will convert approximately five (5) acres of vacant land to the proposed condominium warehouse use. The proposed development reflects the plan’s desire for urban development with the CRA.

3. Proposal’s Ability to Assist in Achieving Strategies & Objectives of the Palm Springs CRA.

The Applicant has put the assemblage under contract for purchase to allow it to replicate its highly successful Collection Suites Project operating in Doral, FL. The Project advances *Goal I, Policy 1.1* of the CRA – *CRA shall encourage development that provides...appropriate destination business*. The Project represents a quality destination business that is self-contained, visually attractive and is physical compatible with preserving the CRA and Village’s “small town” feel. The Project further promotes *Goal II – Creation of Jobs* – by increasing employment opportunities within the Congress Avenue subdistrict. In addition, the Project promotes *Goal IV – Protect residential uses adjacent to...Congress Avenue corridors* -, specifically *Objective IV.II – Create design standards for infill development that appropriately buffer existing residential uses* – as it introduces a use that will further stabilize the adjacent residential neighborhood while creating no negative externalities such as noise and traffic. Finally, the Project supports *Goal V, Objective V.I* through the installation of pedestrian comfort amenities, such as a sidewalk, along the perimeter of the Property that will enhance pedestrian mobility and safety in the immediate area.

▪ **Future Land Use Plan Amendment**

The subject request includes a re-designation of the Property from *Commercial* to *Light Industrial*. The acreage of the Property represents less than 1% of the total land mass of the Village and the proposed change will have a minimal impact to the surrounding area and Village.

▪ **Rezoning**

The corresponding rezoning is proposed to change the designation from *Commercial General District (CG)* to *Light Industrial (LI)*. The Project facilitated by the requested rezoning will provide all necessary

facilities to support the Property's development, including storm drainage, potable water, sewage treatment, solid waste disposal, and other services, as applicable.

▪ **Variance**

As noted hereinabove, Applicant is requesting the Village Council's approval of a variance authorizing extended hours of operation pursuant to s. 34-891.(2). Presently, the commercial uses are limited to operating hours of between 7 A.M. and 11 P.M. (the "Standard Operating Hours"). Applicant seeks the Village Council's approval a variance to permit Project unit owners and their guest to use their individual units 24-hours a day. However, no commercial business activity will occur during the extended hours of operation.

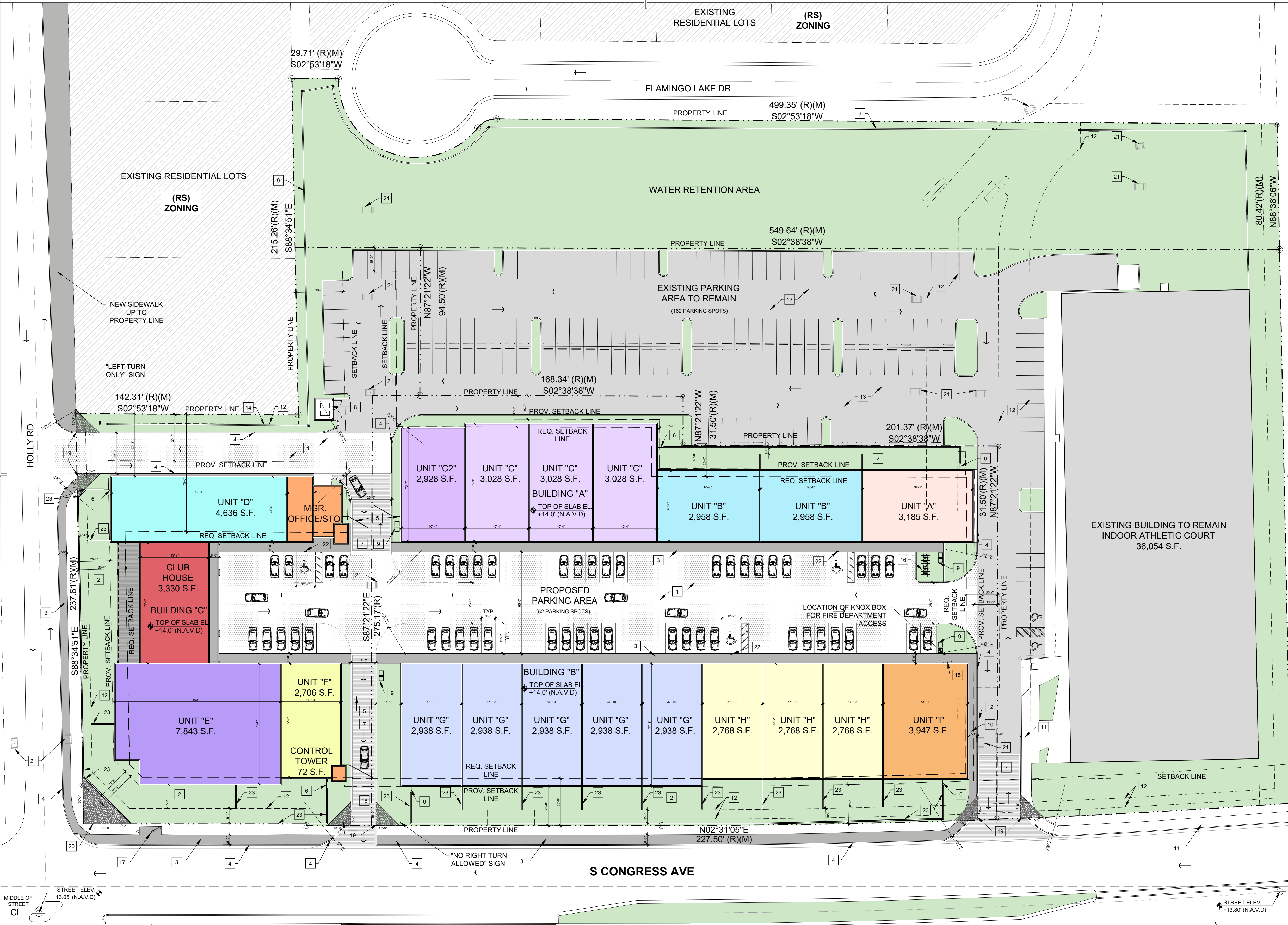
Sec. 34-891.(2) of the Village's Land Development Code ("Code") authorizes a variance from the Standard Operating Hours at the Village Council's discretion. Applicant's proposed Project units are individually owned. Some owners may utilize the same to conduct business on the Property during Standard Operating Hours, but most owners also utilize the proposed units in the Project as personal recreational and entertainment spaces. Applicant wishes to ensure that prospective owners can access and use those proposed Project units for such personal enjoyment and entertainment outside the Standard Operating Hours without issue. Such personal use will be conducted within the Project and the individual units and, therefore, should not create any adverse impacts on neighboring uses.

We look forward to working with you on this submittal and receipt of your favorable recommendation for Applicant's request.

Respectfully submitted,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Javier E. Fernández, Esq.
For the Firm



1

PROPOSED SITE PLAN

SCALE: 1/32" = 1'-0"

NOTES:

- ALL MECHANICAL EQUIPMENT SHALL BE PLACED ON THE ROOF MORE THAN 10'-0" AWAY FROM ROOF EDGE AND TO BE SCREENED BY PARAPETS.
- PROJECT SHALL MEET THE REQUIREMENTS OF THE CITY'S FLOOD PLAIN MANAGEMENT ORDINANCE
- SITE SHALL MEET THE ARTS IN PUBLIC SPACES LDC SEC. 75-100 THROUGH SEC. 75-115.
- ALL STREETS SHALL BE DESIGNATED AS PUBLICLY DEDICATED OR PRIVATELY DEDICATED AND MAINTAINED.
- PROPOSED C.M.U. PERIMETER FENCE TO BE 8'-0" FT HIGH AS PER: PALM SPRINGS, FL CODE OF ORDINANCES/ SEC. 34-883 (6)

ADJACENT ZONING AREAS:

- LI LIGHT INDUSTRIAL
- CG COMMERCIAL GENERAL
- RS SINGLE FAMILY
- UC URBAN CENTER
- UI URBAN INFILL
- RM RESIDENTIAL MULTIFAMILY

- PROP. SITE PLAN KEY NOTES
- 1

PROVIDE ASPHALT PAVING. REFER TO CIVIL DRAWINGS.

2

LANDSCAPE AREA. REFER TO LANDSCAPE DRAWINGS.

3

CONC. SIDEWALK WITH BROOM FINISH

4

CONCRETE CURB. REFER TO CIVIL FOR CURB TYPE (TYP.)

5

ALUMINUM SWING GATES

6

4'-0" WIDE ALUMINUM SWING GATE W/ ALUMINUM FENCE

7

NEW STAMPED ASPHALT PATTERN

8

DUMPSTER

9

TRASH BINS

10

PEDESTRIAN ROUTE/ ACCESS TO THE SITE

11

EXISTING SIDEWALK TO REMAIN

12

EXISTING EASTMENTS LINE

13

EXISTING PARKING AREA & PAVEMENT TO REMAIN

14

EXISTING FENCE TO REMAIN

15

MAN-MADE SWING GATE FOR PEDESTRIAN ACCESS

16

NEW BIKE RACK. SEE SHEET A1.8 FOR SPECIF.

17

EXISTING BUS STOP

18

ONE WAY STREET/ SITE EXIT

19

15R VISIBILITY TRIANGLE

20

30R VISIBILITY TRIANGLE

21

EXISTING CATCH BASIN HOLES

22

HANDICAP PARKING SIGN. SEE SHEET A1.8 FOR DETAILS

23

8 FT HIGH CMU PERIMETER FENCE

- SITE LEGEND
- PROPERTY LINE

SETBACK LINE

UTILITY EASEMENTS LINE

EXISTING BUILDING (INDOOR ATHLETIC COURT)

EXISTING & PROPOSED LANDSCAPE AREAS

EXISTING RESIDENTIAL LOTS

DENOTES ASPHALT PAVEMENT

DENOTES STAMPED ASPHALT PATTERN

EXISTING STREET/ PAVEMENT & PARKING SPOTS TO REMAIN

PARKING CALCULATIONS AREAS:

EXISTING PARKING SPOTS:

162

PROPOSED PARKING SPOTS:

52

TOTAL PARKING SPOTS IN SITE:

214

BUILDING/ PARKING CALCULATIONS:

EXIST. INDOOR ATHLETIC COURT BUILDING (36,054 S.F.)

36,054 S.F. (1/1,800) = 21 PARKING SPOTS REQUIRED

PROPOSED UNITS/ STORAGE (72,739 S.F.)

72,739 S.F. (1/2,000) = 37 PARKING SPOTS REQUIRED

PROPOSED MRG. OFFICE/ STORAGE + TOWER CONTROL (1,355 S.F.)

1,355 S.F. (1/200) = 7 PARKING SPOTS REQUIRED

PROPOSED CLUB HOUSE/ 1ST FLOOR - ASSEMBLY (3,330 S.F.)

3,330 S.F. (1/200) = 17 PARKING SPOTS REQUIRED

PROPOSED CLUB HOUSE/ 2ND FLOOR - STORAGE (1,926 S.F.)

1,926 S.F. (1/2,000) = 1 PARKING SPOT REQUIRED

TOTAL PARKING SPOTS REQUIRED (OUT OF 214):

83

PARKING SPOTS LEFT:

131

WAIVERS & VARIANCES

WAIVERS:

1- S. CONGRESS AVE.

25 FT WHERE 30 FT REQUIRED

2- HOLLY ROAD

20 FT WHERE 30 FT REQUIRED

3- INTERIOR (NE-RESIDENTIAL LOTS)

30 FT WHERE 75 FT FT REQUIRED

4- SPECIAL EVENTS

AUTHORIZATION OF UP TO 12 PER YEAR WHERE 4 PERMITTED

VARIANCE:

1- HOURS OF OPERATION

24 HOURS OPERATION WHERE HOURS LIMITED TO 7AM TO 11PM

FLOOD LEGEND

FLOOD ZONE: X

ADDRESS: 874 SOUTH CONGRESS AVE, FL. 33406

PLAT BOOK: 126 PAGE: 189

OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

BENCHMARK REFERENCES:

PALM BEACH COUNTY

BM NAME: S-141

BM ELEVATION (NAVD 1988): 11.675FT

BM NAME: S-19

BM ELEVATION (NAVD 1988): 13.897FT

BASE FLOOD ELEVATION:

FIRM PANEL NUMBER:

THE ATTACHED CERTIFIED SURVEY PREPARED BY:

JORGE L. CABRERA

6487

SURVEYOR'S NAME

FLORIDA REGISTRATION NO.

ADJACENT GRADE ELEVATION:

ALL ELECTRICAL, MECHANICAL, AND PLUMBING WILL BE PLACED AT OR ABOVE THE BASE FLOOD ELEVATION (B.F.E.)

ALL AREAS BELOW B.F.E. SHALL PROVIDE WITH A MINIMUM OF TWO (2) OPENINGS HAVING A TOTAL NET AREA OR LESS THAN ONE SQUARE INCH OF OPENING FOR EVERY SQUARE FOOT OF ENCLOSED AREA SUBJECT TO FLOODING. THE BOTTOM OF THE OPENING WILL BE NO HIGHER THAN ONE (1) FOOT ABOVE GRADE AND LOCATED ON DIFFERENT SIDES OF THE ENCLOSED AREA. OPENINGS WILL BE EQUIPPED WITH SCREENS OR LOUVERS. FLOOD RESISTANT MATERIALS WILL BE USED BELOW B.F.E.

ALTERNATIVELY A CERTIFICATION BY: P.E. ON THE PLAN NOTES INDICATING THAT THE DESIGN WILL ALLOW FOR THE AUTOMETIC EQUALIZATION OF HYDROSTATIC FLOOD FORCES ON EXTERIOR WALLS.

THE SITE WILL BE GRADE IN A MANNER TO PREVENT THE FLOODING AT ADJACENT PROPERTIES. WHERE NECESSARY INTERCEPTOR SWELLS WILL BE CONSTRUCTED ON-SITE WITH NO ENCRoACHMENT OVER ADJACENT PROPERTIES.

GREEN / OPEN SPACE:

OPEN SPACE REQUIREMENTS:

TOTAL S.F. OF LOT (PARCELS B,C & D): 210,744 S.F.

MINIMUM:

10% LOT AREA MIN. (PARCELS B, C & D)

MIN. REQUIRED (10% OF 210,744 S.F.) =

21,074 S.F.

TOTAL OPEN SPACE PROVIDED:

79,847 (37.8%)

ZONING INFORMATION:

ZONING:

LI - LIGHT INDUSTRIAL

SITE AREA (PARCELS B,C & D):

210, 744 S.F.

MIN. REQUIRED ACREAGE:

1 ACRE

PROVIDED ACREAGE (PARCELS B,C & D):

4.84 ACRES

MIN. LOT WIDTH:

100'-0"

PROVIDED LOT WIDTH:

SEE PLAN FOR DIM.

MIN. LOT FRONTAGE:

100'-0"

PROVIDED LOT FRONTAGE:

584'-8"

MIN. LOT DEPTH:

200'-0"

PROVIDED LOT DEPTH:

274'-10"

MAX. BUILDING HEIGHT:

50'-0"

PROVIDED BUILDING HEIGHT:

26'-8" BUILDING
37'-8" TOWER

MIN. BUILDING SOFT:

3000 FT/ ACRE

MIN. REQUIRED SETBACK:

FRONT:

30'-0"

REAR:

20'-0"

SIDE INTERIOR:

20'-0"

SIDE CORNER:

30'-0"

PROPOSED SETBACK:

FRONT:

25'-0"

REAR:

30'-0"

SIDE CORNER:

20'-0"

INTERIOR SIDE (NORTH):

15'-0"

INTERIOR SIDE (SOUTH):

15'-0"

MAX. GROSS FLOOR AREA

ALLOWED:

85% MAX

MAX ALLOWED 85% OF 210,744 S.F. =

179, 132 S.F.

PROPOSED:

UNIT (S.F. AREA/ UNIT)

CATEGORY (WAREHOUSE/ STORAGE)

UNIT A

3,185 S.F.

3,685 S.F.

UNIT B (2)

2,958 S.F.

3,458 S.F.

UNIT C (3)

3,028 S.F.

3,528 S.F.

UNIT C2

2,928 S.F.

3,428 S.F.

UNIT D

4,636 S.F.

5,136 S.F.

UNIT E

7,843 S.F.

8,343 S.F.

UNIT F

2,706 S.F.

3,206 S.F.

UNIT G (5)

2,938 S.F.

3,438 S.F.

UNIT H (3)

2,768 S.F.

3,268 S.F.

UNIT I

3,947 S.F.

4,447 S.F.

TOTAL S.F.

63,249 S.F.

72,739 S.F.

OTHER SPACES/ AREAS (S.F./ SPACE)

CATEGORY (BUSINESS/ ASSEMBLY)

.MGR. OFFICE/ STORAGE

1,283 S.F.

BUSINESS

.CONTROL TOWER

72 S.F.

BUSINESS

.CLUB HOUSE

3,330 S.F.

1ST FLOOR (ASSEMBLY)

1,926 S.F.

2ND FLOOR (WAREHOUSE/ STORAGE)

TOTAL S.F.

6,611 S.F.

TOTAL S.F. (GROSS FLOOR AREA)

79,350 S.F. = 37.6% OF LOT (PARCELS B,C & D)

COLLECTION SUITES PALM SPRINGS

884 & 874 SOUTH CONGRESS AVE

WEST PALM BEACH, FLORIDA, 33445

DATE:

01.18.23

DESIGNED BY:

JAV

DRAWN BY:

RP

REVIEWED BY:

MDF

PROJECT NO.

22-0030

REVISIONS

JOSE A. VIDAL ARB453E

MANUEL D. FERNANDEZ

APR5601

Digitally signed by Manuel D Fernandez

DN: cn=US, o=V3 ARCHITECTURAL GROUP, dnQualifier=A0141000000179577260, 3D000203A7, cn=Manuel D Fernandez

Date: 2023.01.18 12:55:20 -05'00'

SEAL

PROPOSED SITE PLAN

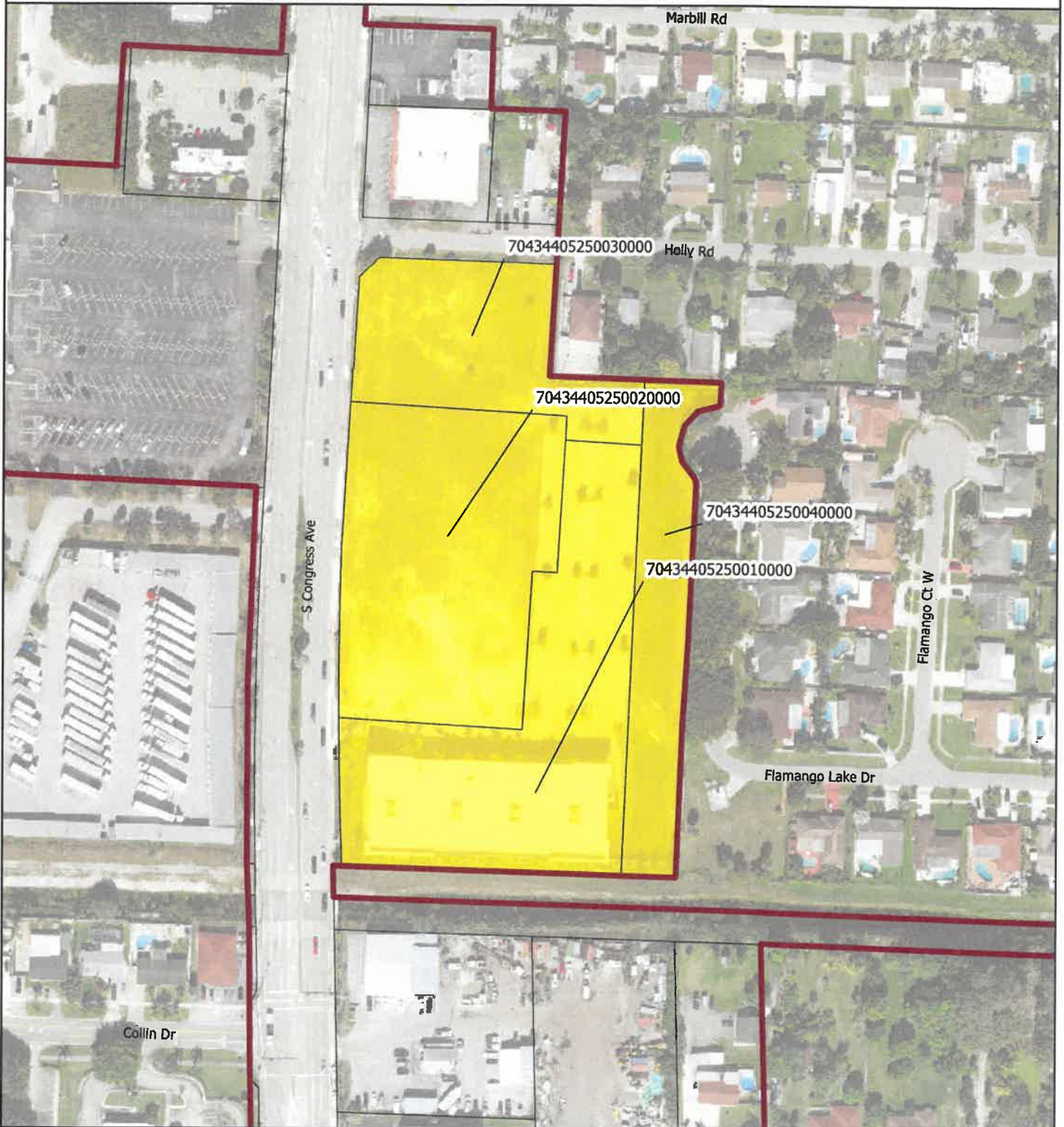
A1.0

SITE PLAN SUBMITTAL



VILLAGE OF PALM SPRINGS

874, 884 and 964 S Congress Avenue



Legend

- Proposed Parcels
- Parcels
- Village Boundary

Date: 2/6/2023

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

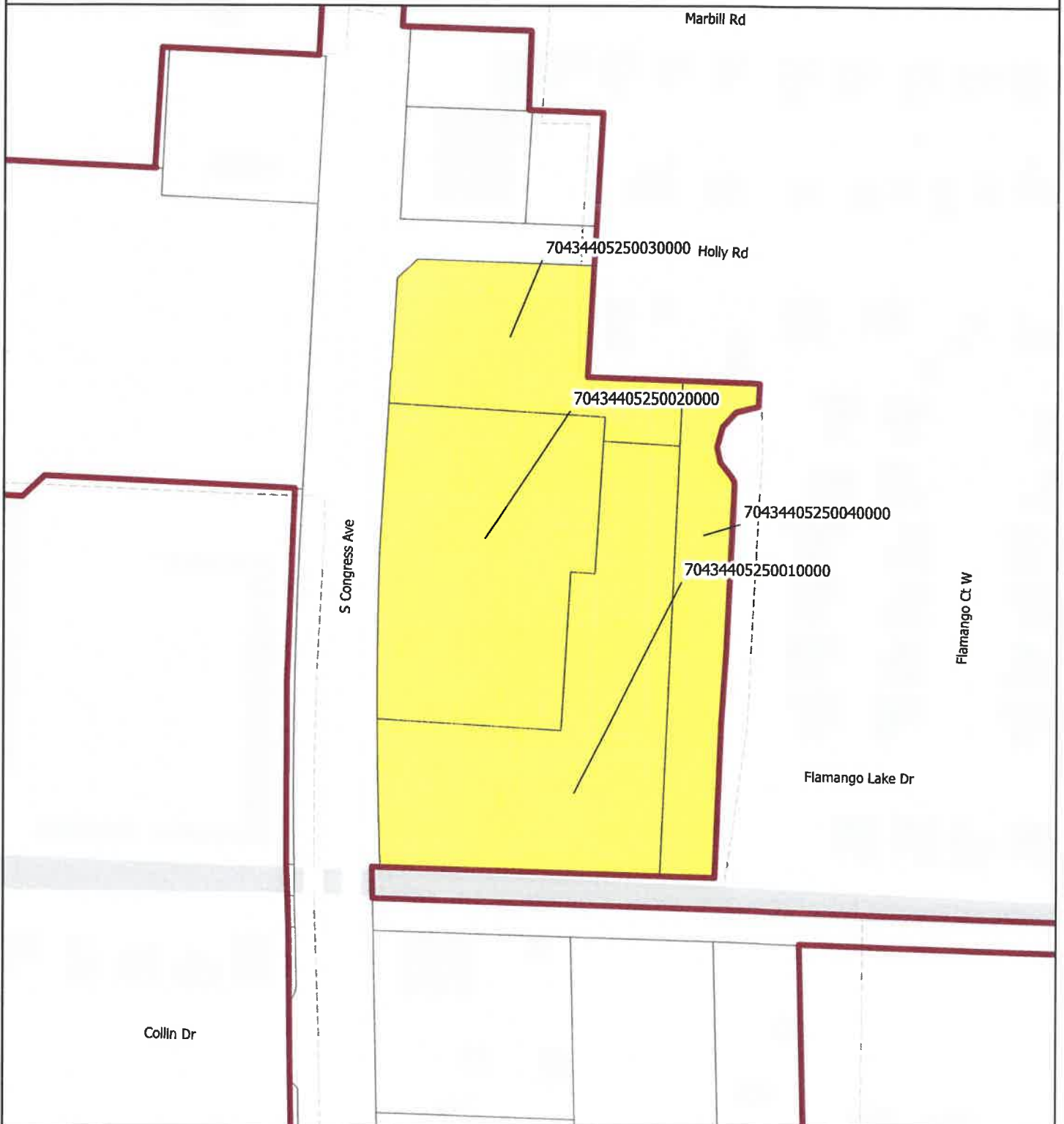


Florida Technical Consultants



VILLAGE OF PALM SPRINGS

874, 884 and 964 S Congress Avenue



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 2/6/2023

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

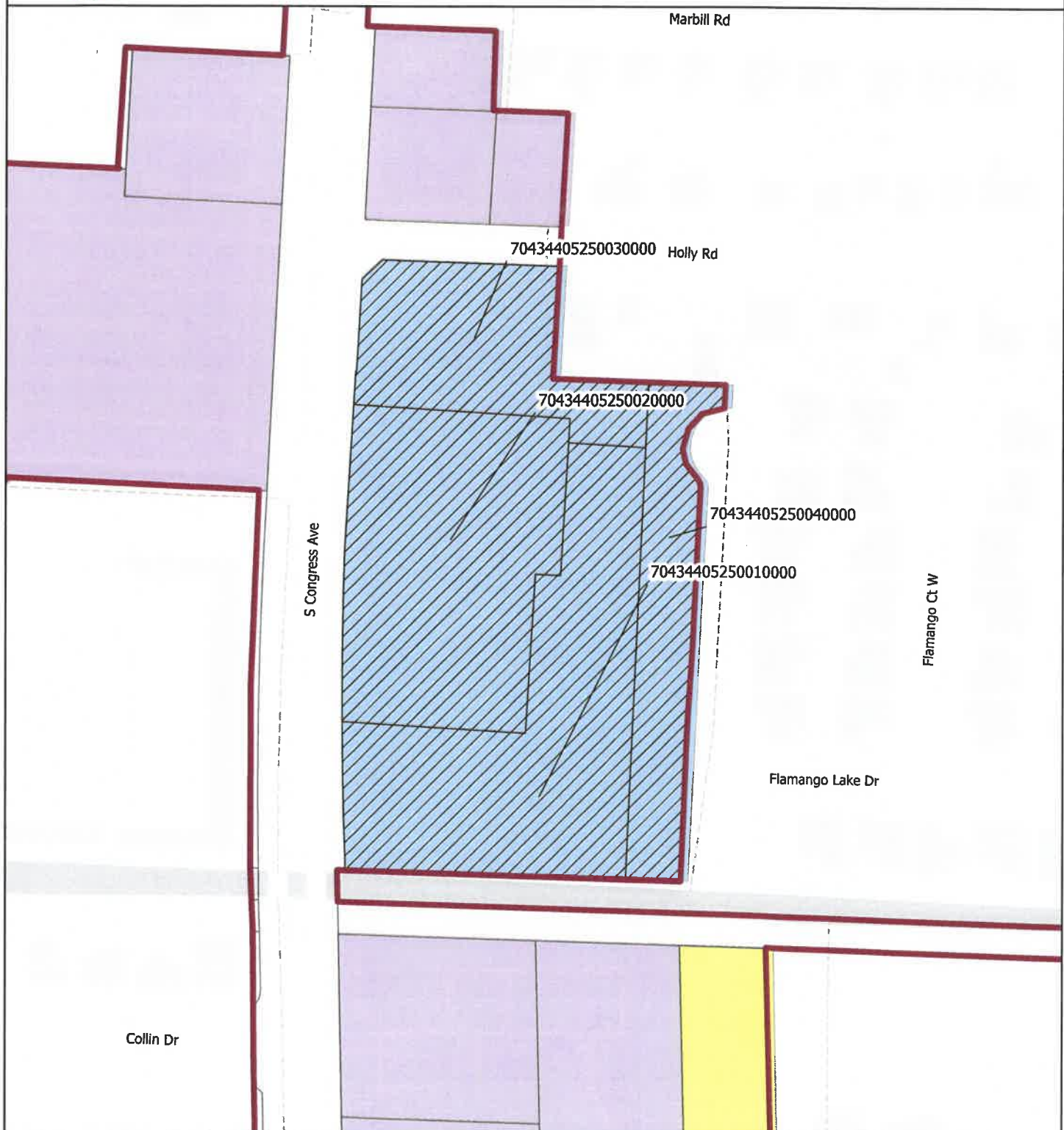


 Florida Technical Consultants



VILLAGE OF PALM SPRINGS

874, 884 and 964 S Congress Avenue



Legend

Proposed Landuse

Light Industrial

Landuse

Commercial

Low Density



Proposed Parcels



Parcels



Village Boundary

Date: 2/6/2023

When Printed on 8 1/2" x 11"

1 inch equals 200 feet



Florida Technical Consultants



VILLAGE OF PALM SPRINGS

874, 884 and 964 S Congress Avenue



Legend

Proposed Zoning

LI (Light Industrial)

Zoning

CG (Commercial General)

RM (Residential Multi-Family)



Proposed Parcels



Parcels



Village Boundary

Date: 2/6/2023

When Printed on 8 1/2" x 11"
1 inch equals 200 feet



Florida Technical Consultants