



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JUNE 22, 2023
6:00 PM**

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Joni Brinkman
- ☐ Mayor Pro Tem Patti Waller
- ☐ Council Member Doug Gunther
- ☐ 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. **June 8, 2023, Village Council Regular Meeting Minutes:** Motion for the approval of the June 8, 2023, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Access Control Main Water Treatment Plant Gate - Utilities Department (FY - 2023 ARPA Funded) - Gerelcom:** Motion for approval for the purchase of an RFID antenna to read badges affixed to vehicle windshields and automatically open the existing gate and accept Gerelcom's price of \$46,540.00. The project will be funded through ARPA funds.
Staff: Paul Ward, Assistant Director of Utilities
3. **Insurance Broker/Consultant Services (Property, Casualty, Liability, Workers Compensation & Special Coverage) Insurance Contract - Piggyback - Village Manager's Office (FY 2023 Budget Funded - General Fund & Water & Sewer Fund)** - Gehring Group: Motion for the approval of the Insurance Broker Agreement in the the amount of \$38,000 annually for three (3) years with the Gehring Group, via a piggyback agreement with North Port for Property, Casualty, Liability, Workers' Compensation, & Special Coverage. Funding is available from the General Fund & Water & Sewer Fund.
Staff: Kimberly Wynn, Village Clerk
4. **Geographic Information System (GIS) Software and Services - Term Extension - ESRI:** Motion for the approval of a three (3) year ESRI Small Municipal and County Government Enterprise Agreement (SGEA) which provides the software needed for the Geographic Information System (GSIS) services, including the GIS data. On July 14, 2020, a three-year agreement was approved and will expire on July 21, 2023. If approved, the proposed agreement expires on September 20, 2026, with renewal on a three (3) year basis under the terms of the current agreement. **Corrections to the financial terms starting on July 22, 2023.**
Staff: Iramis Cabrera, PZB Director

End of Consent Agenda....

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

PRESENTATIONS

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

5. **(Quasi-Judicial Hearing) Resolution No. 2023-33 - Site Development Plan Amendment (SPR23-04) - Village of Palm Springs - 230 Cypress Lane:** Motion for the approval of Resolution No. 2023-33, a Site Plan Amendment (SPR23-04) submitted by Song & Associates, Inc, agent for the Village of Palm Springs, to permit the expansion of the Public Safety Building with the construction of a 13,169 square feet two-story attached building on the governmental property located at 230 Cypress Lane. Funding to support the project is available within the FY 2021

and FY 2024 Budget - General Fund and Police Department Fund.
Staff: Iramis Cabrera, PZB Director

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

6. **Resolution No. 2023-31 - Preliminary Garbage Non Ad-Valorem Assessment Rates - FY 2023:** Motion for the approval of Resolution No. 2023-31; adopting the preliminary non-ad valorem assessment roll for Fiscal Year 2023/2024 so as to provide a uniform method for collecting the non-ad valorem assessment for garbage, trash and recyclables collection services and related services on the Palm Beach County Tax Notices.

Staff: Timothy Crespo, Assistant Public Works Director

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

7. **Resolution No. 2023-32 - Stormwater Non Ad-Valorem Assessment Rates - FY 2024:** Motion for the approval of Resolution No. 2023-32, setting the preliminary Non Ad-Valorem assessment rates for Fiscal Year 2023-2024 for stormwater management assessments for each parcel within the area benefited, other than the non-assessed property.

Staff: Timothy Crespo, Assistant Public Works Director

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

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, JULY 13, 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, Human Resources Director
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8420

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
JUNE 8, 2023 AT 6:30 PM**

CALL TO ORDER

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

Present: Vice-Mayor Joni Brinkman, Council Member Doug Gunther, and Council Member Gary Ready

Absent: Mayor Pro Tem Patti Waller and Mayor Bev Smith

Also Present: Village Attorney Glen Torcivia, Village Manager Michael Bornstein, Village Clerk Kimberly Wynn, Planning, Zoning & Building Director Iramis Cabrera, Assistant Village Manager Kim Glas-Castro, Public Works Director Timothy Crespo, Public Utilities Director Jimmie Johnson, Assistant Public Utilities Director Paul Ward, Police Chief Thomas Ceccarelli, as the Sergeant-in-Arms

INVOCATION

The Village Manager, Michael Bornstein, led the Invocation.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Clerk, Ms. Wynn, stated there were changes to the Agenda. Additional details (Exhibit A and the Resolution) were provided to Council and the public before the meeting for Item # 6, Resolution No. 2023-26 Amendment to the FY 2023 Fee Schedule. In addition, there is a change to the Regular Agenda to include Item #8, Increase to the Garbage Non-Ad-Valorem Rates for FY 2024 - Effective October 1, 2023. An exhibit is also added to backup (Local Municipal Rates) is added to this item. Lastly, Item #12, Ordinance No. 2023-06 Village Code Amendment - Chapter 10 - Buildings and Building Regulations, includes an amended ordinance and exhibit provided to the Council and the public before the meeting.

Council Member Gunther made a motion to approve the Agenda as amended. Council Member Ready seconded the motion. The said motion carried 3-0.

CONSENT AGENDA

Vice-Mayor Brinkman offered the public an opportunity for public comment. There were no comments from the public.

1. **May 11, 2023, Village Council Regular Meeting Minutes:** Motion to approve the May 11, 2023, Village Council Regular Meeting Agenda.
Staff: Kimberly Wynn, Village Clerk

2. **Change Order No. 1 - Lift Station Rehabilitation (Task Order No. 233) Contract Time Extension- Utility Department - (FY 2023 Budget Funded - Water & Sewer Fund) - B&B Underground Construction:** Motion to approve Change Order No. 1 (Task Order No. 233) with B&B Underground Construction for the Lift Station Rehabilitation of Florida Mango, Waterside, and Woodhaven Lift Stations project to extend the project completion date by an additional 350 calendar days (total current time from 180 days to 530 days). The proposed Lift Station Rehabilitation project is expected to be completed substantially before April 1, 2024, and end on May 1, 2024. There is no direct fiscal impact on this specific request.
Staff: Jimmy Johnson, Utilities Director

SUMMARY: On July 21, 2022, the Village Council approved Task Order No. 233 with B&B Underground Construction for Lift Station Rehabilitation of Florida Mango, Waterside, and Woodhaven Lift Stations. On October 19, 2022, a notice to proceed was issued, with 180 days for substantial completion and 210 days for completion.

During the initial construction phases, supply chain issues and material shortages caused the Natural Gas Generator to delay delivery. As a result, according to the manufacturer, the generator will be delivered on February 26, 2024, much later than the original contract completion date of May 17, 2023.

Therefore, the Village's contracted contractor, B&B Underground Construction, and the Utilities department are requesting an extension to the contract time for Task Order No. 233 (Change Order No. 1) to the amount of 350 days.

<u>Item</u>	<u>Contract Days</u>
Original Contract Days	180
<u>CO No. 1 Time Extension</u>	<u>350</u>
Revised Contract Days	530

Upon approval, the new substantial completion date will be April 1, 2024, and the new completion date will be May 1, 2024.

The proposed Change Order No. 1 was prepared by B&B Underground and reviewed by the Village's Engineer, Engenuity Group, the Village Project Manager, the Assistant Utility Director, and the Utility Director.

Fiscal Impact: There is no fiscal impact regarding Change Order No. 1 - Lift Station Rehabilitation (Task Order No. 233) Contract Time Extension - Utility Department - (FY 2023 Budget Funded - Water & Sewer Fund) - B&B Underground Construction.

3. **Utility Billing Payment Platform - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) – PayNearMe, Inc.:** Motion for the approval of an Agreement with PayNearMe, LLC., an enhanced payment system platform for the Utilities Department that offers a broader range of payment types to improve customer satisfaction and service quality. Following a budget transfer, funds to support the proposed purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Jimmy Johnson, Utilities Director

SUMMARY: The Utilities Department needs a payment system platform that offers a broader solution of payment types to increase customer satisfaction and service excellence. Payment types offered by PayNearMe, LLC beyond our current service offerings include Apple Pay, Google Pay, Venmo, Cash App, Paypal, and cash payments accepted at selected retail stores.

Note: To ensure the best possible payment platform solution that integrates with the Village and offers more alternative payment solutions for the Village, staff recommended PayNearMe, LLC.

If approved, the Village would accept the PayNearMe, LLC contract, including all terms, conditions, and pricing. The term of the proposed Agreement would expire on June 8, 2028, and may be renewed for successive one-year periods in perpetuity. The Village will not expend more than the amount in the approved budget as it may be adopted/amended yearly for these goods and services over the contract term.

The Village's Purchasing Code, Section 58-11, Best interest acquisitions, provides that the Village may acquire or contract for a non-real property, goods, or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings supporting its determination, and such contracts shall be placed on the Regular Agenda. This provision may not be used to contract goods or services. As amended, such agreements would exceed the limits outlined in FS § 287.055 or 255.20.

The proposed Agreement was prepared by PayNearMe, LLC, and reviewed by the Village Attorney, Assistant Utilities Director, Utilities Director, Information Technology Director, and Finance Director.

The Village has not previously worked with the proposed vendor but has received reviews from other utilities regarding their excellent service and quality solutions.

Fiscal Impact: Funds to support the proposed purchase within the FY 2023 Budget - Water & Sewer Enterprise Fund, will be available after an internal budget transfer

4. **Geographic Information System (GIS) Software and Services - Term Extension - ESRI:** Motion for the approval of a three (3) year ESRI Small Municipal and County Government Enterprise Agreement (SGEA) which provides the software needed for the Geographic Information System (GSIS) services, including the GIS data. On July 14, 2020, a three-year agreement was approved and will expire on July 21, 2023. If approved, the proposed Agreement expires on September 20, 2026, with renewal on a three (3) year basis under the terms of the current Agreement.
Staff: Iramis Cabrera, PZB Director

SUMMARY: The ESRI Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement granting our organization access to Esri term license software. As owner and manufacturer, ESRI is the sole source provider of all US domestic Small Municipal and County Government Enterprise Agreements (EA).

On July 14, 2020, a three-year Enterprise Agreement was approved and expired on July 21, 2023.

Various Village of Palm Springs departments need continuous Geographic Information System (GIS) services, including adding GIS data. To continue with the GIS software products, the staff is requesting the renewal of the Enterprise Agreement that will grant the Village access to GIS software.

If approved, the Village would accept Esri pricing, including all terms and conditions. The term of the proposed Agreement would expire on September 30, 2026, and may be renewed after that on a three-year basis under the terms of the current Agreement.

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

Fiscal Impact: Funding to support services under this proposed Agreement will be available within the FY 2023 - FY 2026 Budget - General Fund. The proposed Agreement has a fiscal impact of \$30,000 a year until September 30, 2026.

5. **Appointment to the Police Officers' Pension Board of Trustees:** Motion to approve the appointment of Mr. Thomas Gehrman as a Resident Member to the Palm Springs Police Officers' Pension Board of Trustees for an unexpired term that ends September 30, 2024.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: There has been a Resident Member vacancy on the Police Officers' Pension Board of Trustees since 2018. Mr. Thomas Gehrman expressed an interest in becoming a Resident Member of the Police Officers' Pension Board of Trustees. If appointed, he will serve an unexpired term ending September 30, 2024.

If approved, the Police Officers' Pension Board of Trustees would have no vacancies.

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

6. **Resolution No. 2023-26 Amendment to the FY 2023 Fee Schedule:** Motion for the approval of Resolution No. 2023-26 to amend the FY 2023-26 Fee Schedule to amend the fees for Chapter 2, Division 2, of the Village Code to update the Schedule of Fees for various services, and, restating the fees for Division 2, Chapter 38 "Parks and Recreation Department", "Planning, Zoning, and Building", and the "Department of Public Safety", and "Administration/Village Clerk."
Staff: Kimberly Wynn, Village Clerk

SUMMARY: Periodically, staff review the costs involved in meeting all of the Village services that are delivered to the public. As these costs increase and/or when there are issues that may require a new fee to be assessed, it is necessary to amend the fee schedule associated with these services to better address the actual impact on the Village's budget. Code Enforcement, Parks & Recreation, the Police Department, and the Administration/Village Clerk Departments have requested an amendment to the schedule of fees.

Fiscal Impact: The additional revenue received is expected to offset operating expenses and promote a clean and safe community.

End of Consent Agenda....

Council Member Ready made a motion to approve the Consent Agenda. Council Member Gunther seconded the motion. The said motion carried 3-0.

PRESENTATIONS

7. **National HIV Testing Day Proclamation - June 27, 2023:** Recognizing National HIV Testing Day on June 27, 2023 in the Village of Palm Springs.

Staff: Kimberly Wynn, Village Clerk

Council Member Gunther read the National HIV Testing Day proclamation onto record (on behalf of Vice-Mayor Brinkman) and presented it to Ms. Brittany Henry, Director of Prevention Programs, who was present and gave comments. She discussed the strides with HIV, and how important it is to know your status. She thanked the Village for their support.

At this point, the Village Manager, Mr. Bornstein, introduced the new Director of Parks and Recreation, Juan Ruiz. Mr. Ruiz expressed his pleasure in being a part of the Village. He talked about his overall aspirations for the Department and appreciation for the opportunity.

PUBLIC COMMENT

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

Battalion Chief Tracy Adams advised that the number of calls for the month of May was 443 with the average dispatch time of 45 seconds, and approximately 4 minutes response. She encouraged everyone to friend PBCFR on social media. She discussed the rescue efforts of Fire Rescue Heroes locally.

Donna Booth - 344 Pinehurst Road - Ms. Booth commented on the speeding that happened in her Pinehurst neighborhood. She cited the increase in traffic. She is not opposed to speedbumps in the neighborhood. She is concerned if the Village has enough police officers, or if we need to look at the sheriff's office.

REGULAR AGENDA

8. **National HIV Testing Day Proclamation - June 27, 2023:** Recognizing National HIV Testing Day on June 27, 2023, in the Village of Palm Springs.

Staff: Kimberly Wynn, Village Clerk

Council Member Gunther read the National HIV Testing Day proclamation onto the record and presented it to Ms. Brittany Henry, Director of Prevention Programs was present and gave comments. She discussed the strides with HIV and how important it is to know your status. She thanked the Village for their support.

At this point, the Village Manager, Mr. Bornstein, introduced the new Director of Parks and Recreation, Juan Ruiz. Mr. Ruiz expressed his pleasure in being a

part of the Village. He talked about his overall aspirations for the Department and his appreciation for the opportunity.

PUBLIC COMMENT

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

Battalion Chief Tracy Adams advised that the number of calls for the month of May was 443, with an average dispatch time of 45 seconds and approximately 4 minutes of response. She encouraged everyone to friend PBCFR on social media. She discussed the rescue efforts of Fire Rescue Heroes locally.

1. **Donna Booth - 344 Pinehurst Road** - Ms. Booth commented on the speeding that happened in her Pinehurst neighborhood. She cited the increase in traffic. She is not opposed to speedbumps in the neighborhood. She is concerned if the Village has enough police officers or if we need to look at the sheriff's office.

REGULAR AGENDA

8. **Increase Garbage Non-ad Valorem Rates for FY2024 - Effective October 1, 2023:** Motion for the approval to increase the Non-Ad Valorem rates for FY 2024 by 12% to generate enough revenue to cover costs through FY 2024 with the Village's contract Hauler.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: In 2008, the Village adopted Resolution No. 2008-61 to establish Non-Ad Valorem (NAV) rates for garbage based on the cost of collection and disposal at that time. As a result of an increase in the cost of living, the Village's prices continued to increase each year. Waste Pro's contract recently included a 9% increase as of April 2023.

A total cost of \$1,656,130 is projected at the current rate. The projected prices include a 9% contract increase effective April 1, 2023. This contract expires April 1, 2024. To account for the potential increase in the Village's contract with the contractor hauler, this needs to be taken into account.

The staff requests a 12% increase in the NAV to generate enough revenue to cover costs through FY 2024. This translates into the following annual rate

	<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>
Single Home	\$201.00	\$225.00
Multi-Family	\$125.50	\$140.00
MHP	\$125.50	\$140.00

<u>Collection Ratio</u>	<u>Without Direct Billing from the Utility Billing Department</u>	<u>*With Direct Billing from the Utility Billing Department</u>
96%	\$1,605,250	\$1,728,007
100%	<u>\$1,672,135</u>	<u>\$1,800,007</u>

***Note:** Add the amount collected from the direct billing of customers on Palm Beach County Property Appraiser that are categorized as multi-family (MF) but collected as a single-family (SF) home by the Utility Billing Department.

Timothy Crespo, Director of Public Works, introduced this item. He explained that the Village of Palm Springs must increase its garbage rates for FY 2024 by 12% to make up for the shortfall in revenue from garbage rates. He conducted a review of local municipalities and concluded that the Village is within the market range of other cities' rates. A total cost of \$1,656,130 is projected at the current rate. The staff requests a 12% increase in the NAV to generate enough revenue to cover costs through FY 2024.

Vice-Mayor Brinkman offered the Council and the public an opportunity for comments and questions. There were none. Council Member Ready made a motion to approve an increase to the Garbage Non-Ad Valorem Rates. Council Member Gunther seconded the motion. The said motion carried 3-0.

Fiscal Impact: An analysis of the revenue needed, and the rates required to cover costs at 100% collection is specified. The proposed increase is 12%.

PUBLIC HEARINGS

9. **(Quasi-Judicial Hearing) Resolution No. 2023-28 - Residential Planned Development Site Plan (SPR23-03) with three (3) Waivers - Village of Valor - 2nd Avenue North:** A motion to approve a Residential Planned Development Site Plan (SPR23-03) submitted by Place Planning, agent for Village of Valor LTD, Applicant, for a site plan with waivers and conditions for the construction of two (2) buildings with four (4) stories, which would create fifty-four (54) units, within a parcel of 5.47 gross acres, located on a vacant lot on 2nd Avenue North (PCN 70-43- 44-20-01-098-0020).

Staff: Iramis Cabrera, PZB Director

SUMMARY: Place Planning, agent for Village of Valor LTD ("Applicant"), is requesting a Residential Planned Development (RPD) Site Plan (SPR23-03) with three waivers, for the construction of two (2) buildings with four (4) stories for a total of fifty-four (54) units, within 5.47 gross acres parcel, located in a vacant lot on 2nd Avenue North Parcel No. 70-43-44-20-01-098-0020.

The buildings will provide fifty-four (54) units of affordable housing for low-income military veterans and their families, many of whom were either previously homeless or at risk of being homeless. This will aid in their housing stability and, through Stand Down, will provide a wide range of counseling services customized to each resident. Services available to residents include therapy and counseling, childcare (off-site), financial assistance, paid job training and placement, and transportation for those who cannot drive or have no vehicles. The proposed facility will consist of two (2) buildings containing 54 multi-family units, support services, common areas, space for bicycle parking, a pool, and a recreational facility on a 5.47-acre parcel.

Note: The Village Code - Section 34-1063 (c) Waivers - provides that waivers may be granted by the Village Council following an advisory recommendation by the Planning & Zoning Board. The P&Z Board recommended approval at its May 9, 2023 meeting. All requests for waivers shall be identified on the site plan and accompany an application for site plan approval of planned development.

The Applicant is requesting three (3) waivers for the proposed RPD site plan:

Relief from Sec. 34-1064 to allow an increase of 12'5" in building height from the permitted 35' to allow 47'5" for the proposed buildings.

Relief from Sec. 34-1329 (b) to allow a reduction in the required parking spaces from 169 to 117 spaces.

Relief from Sec. 34-766 (1) to allow a minimum lot area of 5.47 acres (238,273 sf) instead of the 11.46 acres (499,500 sf) minimum requirement for fifty-four (54) units.

Note: Based on the property standards within the Residential Multi-Family (RM) zoning district (specifically the minimum lot area requirements) outlined in Village Code section 34-766(1), this proposed 5.47 gross acre parcel could only support a maximum of 26 dwelling units rather than the proposed fifty-four (54) by the developer. The Applicant is seeking one (1) waiver in order to obtain approval; therefore, the ability to maximize density on the property with fifty-four (54) units.

The Planning, Zoning, and Building Staff does not object to the Residential Planned Development Site Plan with three(3) waivers and recommends conditional approval of the proposed development subject to 32 conditions.

Fiscal Impact: The proposed project is expected to increase the Village's assessed property valuation

Vice-Mayor Brinkman asked the Council if there was any ex-parte communication. There was none. The Village Clerk, Ms. Wynn, read the statement of the advertisement and swore to the applicants that were giving testimony.

The Applicant presented his presentation and entered it into the record. He explained it to the board and entered it into the record. He explained he is requesting

a Residential Planned Development Site Plan with three waivers to provide affordable housing for military veterans and their families that are low income. Many of the veterans were previously homeless or at risk of being homeless. The Applicant entered his presentation into the record. Then introduced Dr. Crockett and Roy Foster. and Emory discussed the Village of Valor in furtherance. The Village of Valor is a unique project that assists veterans that are experiencing financial setbacks. They provide services that include medical, housing and food, and sustainability in the community. Mr. Roy Foster spoke on the benefits of this program. He stated that he was homeless at one time, but he has dedicated himself to restoring veterans that need assistance. He is requesting approval.

Ms. Cabrera advised that the project was approved previously in 2015, but more amenities have been added since then.

Mr. Robert (sp?) spoke on this item about his concerns with torrential rains causing flooding. He wants to be sure there is enough drainage for his home and the other eight homes in the area.

Council Member Ready asked how many staff members were on site. Mr. Foster stated there are a maximum of three (3) members at one time in the building. Mr. Ready asked about the elevator on the building; if it goes out, what is the plan.

Dr. Crockett discussed some of the programs available to veterans, like work and skill sets. Council Member Gunther asked if this project fails, and this has to move towards a rental which is the option. There was a discussion about the alternate plan. Gunther asked whether there is adequate space for pervious areas. Gunther asked if the property is proposed to be platted. The applicants have a backup to add more parking. Ready asked if they would look at asking other businesses for a cross-agreement for more parking.

10. **(Quasi-Judicial Hearing) Resolution No. 2023-27 - Sign Variance - Taco Bell - 3330 South Congress Avenue:** Motion for approval of Resolution No. 2023-27 with conditions is submitted by Mr. David Netzler, an agent for Taco Bell ("Applicant") in response to the request for four (4) sign variances. One (1) digital menu board sign will be installed at the drive-thru lane order point of Taco Bell's fast food restaurant located at 3330 South Congress Avenue.
Staff: Iramis Cabrera, PZ&B Director

SUMMARY: Mr. David Netzler from Maximum Maintenance of Tampa, Inc., agent for Taco Bell ("Applicant"), is requesting four (4) Sign Variances to allow a single 18.67 square foot electronically changeable menu board sign located in the drive-thru lane order point of the existing fast-food restaurant located at 3330 South Congress Avenue.

The Applicant has submitted the proposed new digital menu board sign to display graphics and logos 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 regular menu items. The Village Council recently approved the same requested variances for the McDonald's site located at 3671 South Congress Avenue (Resolution No. 2022-50 - December 8, 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).

At this time, the Applicant is seeking four(4) sign variances:

(PSV23-06) - Variance Relief from Section 34-267 to allow a single 18.67 square foot electronically changeable menu board located in the drive-thru lane order point where the code limits changeable electronic signs to public service messages on governmental, public, or educational properties.

(PSV23-07) - Variance Relief from Section 34-263(f) to allow menu boards with 100% changeable copy area where Code limits changeable copy area to 25%.

(PSV23-08) - Variance Relief from Section 34-267(i) to allow multiple colors and varying messages (menu items and price) where the code limits changeable signs to monochromatic, single messages.

(PSV23-09) - Variance Relief from Section 34-267(l) to allow graphics and logos where Code permits only text and numbers on 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. Permitting commercial businesses to utilize 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. 2023-27 was advertised in the Lake Worth Herald on May 25, 2023.

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

Vice-Mayor Brinkman asked the Council to disclose their ex parte communication.

There was none. The Village Clerk, Ms. Wynn, read the statement of the advertisement on the record and swore in the applicants that were giving testimony on this item.

Mr. David Netzler, the Agent for Taco Bell, stated that he would like to request four (4) sign variances to change the existing menu boards. The variances would permit an 18.67 square foot electronic changeable menu board sign to be located in the drive-thru area located for the restaurant at 3330 South Congress Avenue. Mr. Netzler stated that the new menu boards were more updated.

Vice-Mayor Brinkman offered the Council an opportunity to ask questions about Resolution No. 2023-27. Council Member Ready asked if the menu boards remained static all day. Mr. Netzler advised that he was not certain of that answer. Council Member Ready also asked about a scanning QRC application that is on the menu board and the hours of operation for the drive-thru and the dining room.

Mr. Torcivia read the title of the Resolution into the record. Vice-Mayor Brinkman acknowledged there was public comment and permitted him an opportunity to speak.

Mr. Robert Matykiel - 3363 and 3373 Summer Street - Mr. Matykiel gave the Council three pictures of the restaurant's exterior conditions. He spoke about the bright lights and the blight on the property. He does not support the project. He asked staff to check the site in support of why he did not support the sign variances.

The Council agrees that staff need to check the location and its condition.

Council Member Gunther made a motion to approve Resolution No. 2023-27, and it was seconded by Council Member Ready. The said motion carried 3-0.

11. **(Second Reading) Ordinance No. 2023-07- Village Code Amendment - Chapter 78 -Utilities:** Motion for the approval of Ordinance No. 2023-07, Amending Chapter 78 "Utilities," Article II, "Water And Wastewater," Division 2 "Connections" By Amending Section 78-69 "Connection Required" Pertaining To Connection To Public Utility Systems. Requiring properties to connect to a utility line within 100' of a residence, regardless of utility service area jurisdiction.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Palm Springs Community Redevelopment Agency (CRA) and Palm Beach County have partnered to extend sanitary sewers along the Congress Avenue corridor north of Forest Hill Boulevard. The properties currently served by septic tanks that will benefit from this infrastructure are within the Palm Beach County Water Utilities service area.

During design conversations, the County staff expressed concern about using their code enforcement process to require Village property owners to connect to

the sewer force main once installed (this would require a change in County policy). Instead, they suggested that the Village would be in a better position if it required the connection of a new utility line.

According to the proposed Ordinance, properties must connect to a utility line within 100' of a residence, regardless of utility service area jurisdiction. Code Enforcement will enforce the Village's standard code enforcement procedures.

This Ordinance was drafted by the Assistant Village Manager and reviewed by the Village Attorney, Utilities Director, Assistant Utilities Director, and CRA Code Enforcement Officer.

The proposed Ordinance was approved on 1st reading at the May 11, 2023, Village Council meeting and is being presented for consideration on the 2nd and final reading.

Fiscal Impact: The proposed Ordinance does not have a fiscal impact on the Village.

The Assistant Village Manager, Mrs. Glas-Castro, presented Ordinance No. 2023-07. The staff did their presentation on First Reading, but she recalled that this Ordinance was requested so that there would be a way to reinforce residents to connect to a utility line within 100' of a residence, regardless of utility service area jurisdictions in Palm Beach County or the Village.

Vice-Mayor Brinkman offered the Council and the public an opportunity to comment on Ordinance No. 2023-07. Vice Mayor Brinkman asked if there was a payment plan offered. Assistant Village Manager, Ms. Glas-Castro, advised a payment plan would be available.

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

Council Member Ready approved Ordinance No. 2023-07. Council Member Gunther seconded the motion. There was a roll call vote as follows: Council Member Gunther, Council Member Ready, and Vice-Mayor Brinkman. The said motion carried 3-0.

12. **(Second Reading) Ordinance No. 2023-06 - Village Code Amendment - Chapter 10- Buildings and Building Regulations:** Motion for the approval of Ordinance No. 2023-06 to Amend Chapter 10 "Buildings and Building Regulations, Article I, "In General," By Amending Sections 10-8 "Exterior Property Areas," 10-12 "Village Council Findings" and 10-30 "Foreclosed, Vacant And Unimproved Property Registration Program"; to establish minimum requirements for commercial and industrial properties that are vacant and unimproved.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Village staff is requesting an amendment to the Village Code - Chapter 10 - Buildings and Building Regulations, Article I, "In General," Sections 10-8 "Exterior Property Areas," 10-12 "Village Council Findings," and 10-30 "Foreclosed, Vacant and Unimproved Property Registration Program" to establish minimum requirements for vacant and unimproved commercial and industrial property.

In an effort to strategically focus code enforcement activities on those properties that are creating blight and nuisances along the major corridors, the staff is proposing minimum requirements for vacant or unimproved commercial and industrial parcels that have historically been neglected by property owners. The minimum requirements will secure the property, enhance the aesthetics with minimum landscaping, and provide a direct contact person who will be responsible for addressing issues, such as the dumping of trash, graffiti, overgrown grass, and illegal parking of commercial vehicles.

The proposed vacant and unimproved property requirements include the following:

Registration with contact information from the owner or authorized individual who has responsibility for the property and can make decisions to address conditions on the property, including expenditures required to remedy issues;

Installing/maintaining sod and perimeter landscape hedge and irrigation;

Securing property with a 6' perimeter fence;

Providing signage on the fence with contact information.

Note: The annual registration fee has been included within the Village's Fee Schedule, which is the subject of separate Council consideration on this Agenda.

The proposed minimum property requirements will require owners to make a minimum investment in the property and not simply hold it as an asset.

The proposed Ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney, Planning, Zoning, Building Director, and Code Enforcement Officers.

The proposed Ordinance was approved on 1st reading at the May 11, 2023, Village Council meeting and is being presented for 2nd and final reading.

Note: Code Enforcement staff assisted in the identification of 86 nonresidential vacant or unimproved properties that may be subject to the proposed Ordinance. A

courtesy letter was mailed to the address of record for each of these properties, informing the owners of the proposed provisions.

Fiscal Impact: The proposed Ordinance does not have a direct fiscal impact on the Village.

Assistant Village Manager Mrs. Glas-Castro spoke about this. She advised the Council that after this Ordinance passed on the First Reading, the staff sent courtesy notices to the affected property owners. The Village may have been overly enthusiastic in its attempts to reach out to many to let them know of the pending Ordinance change. The Village had received feedback from property owners about the Ordinance. Mrs. Glas-Castro stated that revisions had been made to the language in Exhibit C.

Vice-Mayor Brinkman offered the Council an opportunity to comment. The Council asked Mrs. Glas-Castro to explain when a property would fall under Category H. They also wanted to know the time constraints involved in foreclosing a property. The Village Attorney, Mr. Torcivia, explained there is a process starting with a special magistrate and then the accumulation of fines. The process could extend from months to a year - it depends.

Vice-Mayor Brinkman offered the public an opportunity to speak.

Robert Oresky, 3595 Middleburg Drive, Wellington (Trails Properties): Mr. Oresky owns multiple properties in the Village. He commented that he did not agree with the word "now" or the word "unimproved" in the Ordinance in Section 3 (A). He did not see a benefit to the Village and requested the word be removed.

The Village Council went into a discussion regarding the language. The Village Attorney advised them that the term is a policy decision. The Council felt there was validity to Mr. Oresky's concern with the terms.

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

Council Member Gunther made a motion to approve Ordinance No. 2023-06 as amended to remove the term "Unimproved." It was seconded by Council Member Ready. There was a roll call vote: Council Member Gunther, Council Member Ready, and Vice-Mayor Brinkman. The said motion carried 3-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

There were no comments from Village Manager Bornstein.

VILLAGE COUNCIL COMMENTS

The Village Council commented on their activities.

ADJOURNMENT

Hearing no further business, Vice-Mayor Brinkman adjourned at 8:07 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 **June 8, 2023**. Which minutes were formally approved and adopted by the Village Council on **June 22, 2023**

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, JUNE 22, 2023, AT 6:00 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: June 22, 2023

DEPARTMENT: Utilities

ITEM #2: Access Control Main Water Treatment Plant Gate - Utilities Department (FY 2023 ARPA Funded) - Gerelcom

SUMMARY: The Utilities Department has a need for more control and documentation of the persons accessing the Main Water Treatment Plant. The Environmental Protection Agency, as a result of the Bioterrorism Act of 2002, requires that drinking water utilities continuously conduct vulnerability assessments and improve their resiliency. Access control similar to the access control currently implemented within other buildings owned by the Village was recommended to control the gate access at the Mian Water Treatment Plant. The project will be funded through ARPA funds. If approved, the Village would accept Gerelcom including all terms, conditions, and pricing therein.

Note: To ensure the standardization of access control systems throughout the Village, staff recommended Gerelcom, our current Vendor for Access Control.

The Village's Purchasing Code, Section 58-11, Best interest acquisitions, provides that the Village may acquire or contract for non-real property, goods, or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths affirmative vote that the competitive selection process is not in the best interest of the village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village council agenda. This provision may not be used to contract for goods or services for which such contract would exceed the limits set forth in F.S. §287.055 or 255.20, as amended.

The proposed quotes were prepared by Gerelcom and reviewed by the Information Technology Director, 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 solutions.

FISCAL IMPACT:

Funds to support the proposed purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund by way of ARPA funding. 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. Gerelcom - Proposal #236737

GERELCOM

VOICE / DATA-FIBER ACCESS CONTROL/CCTV/SOUND MANAGEMENT

Customer First

Proposal #236737

May 24, 2023

Village of Palm Springs
226 Cypress Lane
Palm Springs Fl.
33461

Attn: Thomas Cook tcCook@vpsfl.org
Walt Sanchez wsanchez@vpsfl.org

Re: Access control for the water treatment gate.

Scope

Provide and install an RFID antenna at the water treatment gate to read badges affixed to vehicle windshields and automatically open the existing gate. The antenna will be affixed to a dual pedestal with the antenna at 72" above the ground and a reader/keypad will be attached at the lower 4' position for vendors and visitors to site. Also, an audio video two-way IP communication with remote release system will be installed to enable communication between the gate and the administration area. This unit will be mounted on a separate pedestal with signage. 100 vehicle tags are included in the quote.

All systems will communicate to the gate controller to enable access to the facility VIA credentials and an Axis audio/video communication.

12 count weatherproof OM4 fiber optic will be pulled to the new switch location terminated, tested, and certified by a BICSI certified installer. Fiber and power conduits supplied by Village of Palm Springs.

Quote assumes an existing rack and switch will be provided by Village of Palm Springs.
Conduit for fiber optics installed by the Village of Palm Springs. Power for the gate controls and large NEMA 4X box installed by the Village of Palm Springs.

Total \$46,540.00

Note: This pricing is valid for 30 days from the above date.

Gerelcom policy states that we will need a purchase order, or this document signed and returned before work is started.

Accepted, and approved by:

Company Name

Print Name & Title

Signature

Date

Thanks,
Bill Heemskerk
Project Manager/Estimator





Village of Palm Springs

Executive Brief

AGENDA DATE: June 22, 2023

DEPARTMENT: Administration

ITEM #3: Approve Insurance Broker/Consultant Services (Property, Casualty, Liability, Workers Compensation & Special Coverage) Insurance Contract - Piggyback - Village Manager's Office (FY 2023 Budget Funded - General Fund & Water & Sewer Fund) - Gehring Group

SUMMARY: The Village uses a broker/consultant to provide insurance consulting services related to the Village's assets and inventory, including buildings, utility plants, lift stations, vehicles and liability and workers' compensation claims.

To ensure the lowest possible price, the staff recommended that the Village piggyback off the North Port contract awarded to Gehring Group, Inc. This selection by North Port was completed through a competitive selection process - Broker of Record for Property/Casualty Insurance Program (RFP No. 2023-27 - Insurance Broker Services for Property & Casualty Insurance & Risk Management Consulting - April 12, 2023).

Note: The proposed piggyback contract fee, if approved, would be funding that would be provided in the FY 23/24 budget.

If approved, the Village would accept Gehring Group Insurance Brokers & Consultants' price of \$38,000 annually for three (3) years. With an option to renew for two additional one-year terms, the price for the two additional one-year terms would include a 4% COLA increase each year. The contract terms are the City of North Port contract, including all terms, conditions, and pricing. The term of the proposed agreement would expire on July 15, 2026.

The Village Purchasing Code, Section 58-9. Accessing contracts by other government agencies provides that the Village may award a contract by piggy-backing 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 agreement was prepared by the Village Attorney and reviewed by the Village Clerk.

The Village has worked with the proposed vendor previously and has received excellent service.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Agreement - Village of Palm Springs and Gehring Group
2. North Port - Property and Casualty Broker RFP
3. Notice of Intent to Award from North Port

AGREEMENT FOR INSURANCE BROKER SERVICES

This Agreement for insurance broker services ("Agreement") is entered into this _____ day of _____, 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 ("VILLAGE"), and **The Gehring Group, Inc.**, 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410 a corporation authorized to do business in the State of Florida ("CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide insurance broker service services for the VILLAGE; and

WHEREAS, the City of North Port, Florida, through its competitive selection process, awarded a contract for Insurance Broker Services for Property & Casualty Insurance and Risk Management Consulting (RFP # 2023-27) ("North Port Contract") to the CONTRACTOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the VILLAGE requested, and the CONTRACTOR has executed this Agreement with the VILLAGE to provide insurance broker services based on the pricing and terms and conditions of the North Port Contract; and

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the North Port 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 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. North Port Contract. The North Port 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 City of North Port under the North Port Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the North Port Contract and pricing therein, the CONTRACTOR shall provide insurance broker services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

(a) All written modifications and amendments hereto;

- (b) This Agreement;
- (c) North Port Contract (including all attachments, and exhibits, thereto).

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 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 written modifications and amendments hereto;
- (b) This Agreement;
- (c) The North Port 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 North Port Contract. 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 bind 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 in North Port 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: Notwithstanding the date the Contract is approved by the Village Council or executed by the parties, the effective date of this contract shall be July 15, 2023. The term of this contract shall be for a

term to mirror the North Port Contract term, consisting of an initial three (3) year term beginning July 16, 2023 and continuing through July 15, 2026, with a one-year renewal option that may be exercised by mutual consent of the parties, through July 15, 2027.

- 6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 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.
- 7. Palm Beach County Inspector General. 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.
- 8. 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 561-584-8200, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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.

9. 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.

10. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certifies that they, their affiliates, suppliers, subcontractors, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
11. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company 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;

- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
- (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 Company may not be awarded a public 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.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By:

Beverly Smith, Mayor

ATTEST:

BY: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR:
The Gehring Group, Inc.

By: _____

Print Name: _____

Print Title: _____

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, as _____ of **The Gehring 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: _____

City of North Port



Request for Proposal No. 2023-27 Insurance Broker Services for Property & Casualty Insurance and Risk Management Consulting

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

**REQUEST FOR PROPOSAL
CITY OF NORTH PORT, FLORIDA**

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida at the City of North Port Finance Department, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, for

RFP NO. 2023-27

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

It is the intent of the City of North Port to request proposals from experienced and qualified Insurance Broker Services and Risk Management Consulting for all lines of property and casualty insurance. The preferred Proposer is to have public sector experience in the State of Florida.

PROPOSAL DUE DATE: April 14, 2023, AT 2:00 P.M.

We are strongly encouraging the use of Delivery Services and/or couriers such as FedEx or UPS to deliver your sealed solicitations to: Finance Department/Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, FL 34286. Proposals Received After This Date and Time Will Not Be Opened.

EVALUATION AND RANKING (Open to the Public): APRIL 24, 2023, AT 2:00 P.M.

City of North Port City Hall, 4970 City Hall Boulevard, Suite 337A, North Port, FL 34286

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov. Proposal documents are posted on the City FTP site at <http://apps.northportfl.gov/ftpinfo/>; however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Alla V. Skipper, CPPB, Senior Contract Administrator at 941-429-7172. Requests for additional information or clarification must be submitted in writing via email to purchasing@northportfl.gov. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is APRIL 7, 2023, AT 2:00 P.M.

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: MARCH 14, 2023

www.northportfl.gov

www.demandstar.com

TABLE OF CONTENTS

Legal Notice	2
Non-Submittal Response Page	4
PART I. General Instructions	5
PART II. Scope of Services.....	21
PART III. Evaluation Method and Criteria.....	25
PART IV. Rules and Instructions for Preparing Proposal and City Required Submittal Forms.....	29
PART V. Sample Contract.....	52

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately. We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2023-27 INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING** for the following reason(s):

- _____ Insufficient time to respond to the solicitation.
- _____ We do not offer this service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Specifications or Scope of Service are unclear (explain below).
- _____ OTHER (please specify below).

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

Note: Statement of Non-Submittal may be faxed in to the Purchasing Department at 941-429-7173.

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

Intent of RFP: It is the intent of the City of North Port to request proposals from experienced and qualified insurance broker services for property & casualty insurance and risk management consulting for the City of North Port.

A. Time and Due Date: The City of North Port will accept **SEALED** proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00 P.M. (EST) APRIL 14, 2023.**

B. Background: The City of North Port has issued this RFP for the sole purpose of obtaining proposals from experienced and qualified Insurance Broker of Record with Public Sector experience in the State of Florida. The firm is to provide Insurance Broker Services for Property and Casualty Insurance and Risk Management Consulting and ancillary products including consulting, marketing and placement services from reputable insurance carriers, finding the desired products at the most competitive price for an initial term of three (3) years from the date of award, with an option to extend/renew for three (3) additional one (1) year terms by mutual consent, at the same terms and conditions.

2. CONTRACT AWARD/TERM: The City anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute a contract.

The price proposal shall include Broker's cost in full for all transportation, labor, materials and equipment used in performing the services herein. The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of three (3) years, with an option to extend/renew for three (3) additional one (1) year terms by mutual consent, at the same terms and conditions.

The pricing agreed upon by both parties and included in the Contract shall remain firm throughout the initial term of the Agreement. At Renewal, subsequent adjustments to the per annum cost will be mutually negotiated and agreed to amount which will be approved by City Manager.

3. DEVELOPMENT COSTS: The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

4. DEFINITIONS:

AGREEMENT: The term "Agreement" shall refer to the Agreement that may result from this Request For Proposal.

CITY: The term "City" shall refer to The City of North Port, Florida, or its City Commission, or City Manager or his Designee, as applicable.

CONTRACTOR: The term "CONTRACTOR" shall refer after award, said Proposer/Firm will be referred to as the Contractor.

DUE DATE AND TIME: The term “Due Date and Time” shall refer to the due date and time listed in the Notice of Availability and Timetable of this Solicitation.

PROPOSAL/REPLY/SUBMITTAL: The term “Proposal”, “Reply” and “Submittal” The complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

PROPOSER: The terms “Proposer” or “the Firm” or “the Broker of Record” shall refer to anyone submitting a Proposal in response to this Request for Proposal.

PROPOSAL FORMS: The term “Proposal Forms” shall mean the forms required to be submitted in accordance with this Request for Proposal.

REQUEST FOR PROPOSAL: The terms “Request for Proposal”, “RFP”, or “Solicitation” shall mean this Request For Proposal, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.

RESPONSIVE PROPOSAL/REPLY/SUBMITTAL: Is a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

RESPONSIBLE RESPONDENT: A person, company or entity which determined to have the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance.

SPECIFICATIONS: The term “Specifications” shall mean any technical requirements specified in this Request For Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

SUBCONTRACTOR: The term “Subcontractor” and “Sub-Contractor” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

TIME OF COMPLETION: Time in which the entire work shall be completed for each Work Assignment.

WORK: The terms “Work”, “Scope of Work”, “Services”, “Program”, “Project”, or “Engagement” shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this Solicitation.

5. INQUIRIES: The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the Purchasing fax number at (941) 429-7173 or the Purchasing e-mail address at Purchasing@northportfl.gov. The City will respond in writing to all e-mailed inquiries received at least five (5) working days prior to the RFP due date. The last day for questions is April 7, 2023 AT 2:00 P.M. (EST).

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through DemandStar’s website at www.demandstar.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

6. PRE-PROPOSAL MEETING: N/A

7. PROPOSAL SUBMISSION AND WITHDRAWAL: The City will receive **SEALED** proposals with the following information clearly marked on the outside packaging (FedEx, UPS, USPS, etc.): RFP NO. 2023-27 INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE BROKERAGE & RISK MANAGEMENT CONSULTING

*City of North Port
Finance Department/Purchasing Division
ATTN: Alla V. Skipper, CPPB, Senior Contract Administrator
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286*

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days (30) or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

8. PRESENTATIONS/DISCUSSIONS: (NO PRESENTATIONS FOR THIS PROJECT) The Selection Committee may conduct presentations/discussions with no less than three (3) firms, regarding their qualifications, approach to the project, and ability to furnish the required services. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The interviews/presentations are closed to the public per Chapter 286, as amended, of the Florida Statutes.

MICROSOFT TEAMS DISCUSSIONS: The interviews/presentations are closed to the public per Chapter 286, as amended, of the Florida Statutes. Proposers shall be available for Microsoft Teams or telephone discussions with the Selection Committee, upon notification from the Purchasing Department. The date(s) and time(s) of any such discussions shall be determined solely by the City.

9. PROPOSAL RESTRICTIONS: In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.

- **Examination Of Proposal Documents/Site:** Prior to proposal submission, Proposers shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the proposal package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.
- **Discrepancies, omissions, or questions about the intent of the documents** should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable).
- It shall be the responsibility of the proposer, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.

10. NON-SUBMITTAL: A respondent who is on the RFP notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

11. PROMPT PAYMENT AND COMPENSATION: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. In accordance with section 218.73, which is NET 45 days.

- Payment shall be monthly,
- All invoices for work performed under this contract shall be submitted in a format approved by the City or designee.
- Invoices shall include the Contractor's invoice number, work order number, dates of service, location and total.

12. TERMINATION OF CONTRACT: City of North Port shall compensate the awarded contractor based upon the amounts agreed upon by both parties, through negotiations, and as provided in the Contract Agreement, or policy. It is strictly understood that the awarded Contractor is not entitled to any amount of compensation. Rather, the awarded Contractor's compensation shall be based upon the awarded Contractor's adhering to the Scope of Work, detailed in the Contract. As such, the awarded Contractor's compensation is dependent upon satisfactory completion of the required services, provided herein.

City of North Port's obligations under the awarded Contract Agreement are subject to the availability of lawfully appropriated funds. While the City will make all reasonable efforts, in order to provide funds needed to perform under the awarded Agreement, the County makes no express commitment to provide such funds in any given City Fiscal Year. Moreover, it is expressly noted that the awarded Contractor cannot demand that the City provide any such funds in any given City Fiscal Year.

The awarded Contractor shall invoice the City in the manner and at the frequency as set forth by the City, and provided in the Contract Agreement, or policy, for these services.

A. **TERMINATION WITH OR WITHOUT CAUSE:** The performance of work under this Contract may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effective by delivery to the Consultant of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. Upon delivery of the documents, the City shall pay the Consultant in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Consultant, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Consultant in accordance with the provisions of the Contract. Under no circumstances shall the City make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.

B. **NON-APPROPRIATION:** The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.

C. **ABANDONMENT:** In the event that Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to Consultant indicating its intention to do so. The written notice shall state the evidence indicating Consultant's abandonment.

D. Consultant may terminate this Contract only in the event of the City failing to pay Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

E. The City Manager or designee reserves the right to terminate and cancel this Contract in the event Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Consultant or an assignment is made for the benefit of creditors.

F. **BREACH:** In the event Consultant breaches this Contract, the City must provide written notice of the breach and Consultant shall have ten (10) days from the date the notice is received to cure. If Consultant fails to cure within the ten (10) days, the City Manager or designee can immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and if necessary may demand the return of a portion or the entire amount previously paid to Consultant due to:

1. The quality of a portion or all of Consultant's work not being in accordance with the requirements of this Contract;
2. The quantity of Consultant's work not being as represented in Consultant's Payment Request, or otherwise;
3. Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
4. Consultant's failure to use Contract funds, previously paid Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the City or its property;
6. Loss caused by Consultant;

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

7. Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above; or
8. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.

G. In the event that the City makes written demand upon Consultant for amounts previously paid by the City as contemplated in this section, Consultant must promptly comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

13. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the any of the provisions in this solicitation or any addendum issued, the order of precedence shall be the last addendum issued, Proposal Forms, Scope of Services, and then the General Terms and Conditions. It is incumbent upon the Proposer to identify such conflicts to the designated purchasing representative prior to the proposal response date.

14. DRUG FREE WORKPLACE: The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with drug-free workplace program, whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

15. PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes §287.133(2)(a), "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/services to a public entity, may not submit a bid on a contract with a public entity for 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 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

16. MINORITY and WOMEN OWNED BUSINESS ENTERPRISE (M/WBE): M/WBEs are encouraged to participate in the reply process. All M/WBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Contractor/Contractor to claim M/WBE status.

17. REGULATIONS: Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.

18. CANCELLATION: The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.

19. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

20. RESERVED RIGHTS: The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.

21. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

22. PERFORMANCE EVALUATION: At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

23. INSURANCE REQUIREMENTS: The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

- A. Before performing any contract work, Contractor shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.
 - i. **Workers Compensation:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
 - ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
 - iii. **Automobile Insurance:** Provide proof of current auto coverage for all vehicles owned, leased, hired and non-owned vehicles.
 - iv. **PROFESSIONAL LIABILITY INSURANCE:** Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 per occurrence with a \$1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

- iv. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the CITY. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the CITY is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the CITY.

- B. **WAIVER OF SUBROGATION:** All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the CITY. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. **POLICY FORM**

- i. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the CITY's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the
- ii. Exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
- iii. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- iv. Each insurance policy required by this Contract shall:
- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
- b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The CONTRACTOR is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

- v. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- vi. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
- vii. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy.
- viii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the CITY's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- ix. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the CITY's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- x. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

24. INDEMNITY: The Contractor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the City, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the Contractor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City.

To the extent applicable, the Contractor shall fully indemnify, defend and hold harmless the City, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Contractor's products by the City or any of its commissioners, agents, employees, and assigns, or to the operation or use of Contractor's products by the City or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

In the event of a claim, the City shall promptly notify the Contractor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in Section ___. Notification may also be provided by fax transmission to the number provided in Section ___, if provided.

The City shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

25. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response.

26. COLLECTION OF FEES, ASSESSMENTS AND TAXES: By acceptance of an Agreement, the Successful Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessment and taxes prior to submittal due date. City will conduct annual review for any fees, assessments and taxes.

27. NON-DISCRIMINATION: The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity."

28. CONTACT PROHIBITION: All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

29. STATE REGISTRATION REQUIREMENTS: Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. ASSIGNMENT: The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claim for the money due or to become due the Contractor from the City under this Agreement may be assigned to a

financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

31. AMENDMENT: This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under the Agreement.

32. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

33. PUBLIC RECORDS: In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the City's custodian of public records, provide the CITY, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 the completion of the contract, the Consultant shall meet all applicable requirements for retaining public records.

5. **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 AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL Publicrecordsrequest@northportfl.gov.**
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes 119.10.

The Consultant acknowledges that they have read the above info information and agrees to comply with all the above RFP requirements.

34. SUNSHINE LAW EXEMPTIONS: The exemption under F.S. §286.0113 provides that for all "competitive solicitations:"

- Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation,
- Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation,
- Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or
- Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. [286.0113](#) and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

35. REPLIES ARE SUBJECT TO PUBLIC INSPECTION: Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent's reply outside of the separately bound document described below.

36. NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. The City reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any Contractors at any time for any project other than those selected.

37. SCRUTINIZED COMPANIES: For contracts of \$1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall

supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.

38. JOINT VENTURES: The joint venture must be in place at the time of submittal. Firms who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The City contract is with one entity, and one check is issued.

39. SUB-CONTRACTORS: A Sub-Contractor is an individual or firm contracted by the Contractor or Contractor's firm to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Contractor or Contractor's firm and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFP. Contractor must clearly reflect in its Proposal the major Sub-Contractor(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed in the response of Successful Contractor(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the successful Contractor and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Contractor nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this RFP.

Contractors shall include in their responses the requested Sub-Contractor information and include all relevant information required of the Contractor. In addition, within five (5) working days after the identification of the award to the successful Contractor(s), the Contractor shall provide a list confirming the Sub-Contractor(s) that the Successful Contractor intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any contract that may result from this RFP, Sub-Contractors hourly rates or fees, any applicable licenses, references, ownership, and other information required of Contractor.

40. DISCREPANCIES, ERRORS AND OMISSIONS: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

41. DISQUALIFICATION: The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

42. RESPONSES / PROPOSAL RECEIPT: Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Contractor shall file all documents necessary to support its Proposal and shall include them with its Proposal. Contractors shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.

43. FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- d. A declared emergency of the federal, state, or local government; or
- e. Any other like event that is beyond the reasonable control of the non-performing party; then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
- g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
- h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
- i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY: EXCLUSION: "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub- recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

45. LOCAL PREFERENCE: Preference shall be given to a “local business” in the purchase of commodities and services procured pursuant to this Section. Proposers desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal shall not be granted local preference consideration for the purpose of that specific contract award.

A. “Local business” means a proposer that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

B. “North Port local business” means a local business that has maintained its primary physical business address located within the limits of the City for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

C. For the purchase of commodities and services procured through a formal Request for Proposals, the solicitation shall include a weighted criterion for a local business that equals five percent (5%) of the total points in the evaluation criteria published in the solicitation. For a North Port local business, the solicitation shall include a weighted criterion that equals seven percent (7%) of the total points in the evaluation criteria published in the solicitation.

D. The City may enter into inter-local agreements with other Florida counties or municipalities deemed appropriate by the City Commissioners, providing for reciprocal recognition of local businesses.

E. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

45. CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all proposals in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response, the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

46. CONTRACT EXTENSION: The City has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the City will notify the vendor in writing of such extension. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor. Exercise of the above options requires the prior approval of the City Manager.

47. PROPRIETARY OR CONFIDENTIAL INFORMATION: Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

However, Proposers are requested to **IDENTIFY SPECIFICALLY** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A Proposer marking, labeling or declaring their entire proposal 'Confidential and Proprietary' may be cause for disqualification.

44. PRIOR CITY WORK: If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.

45. USE OF INFORMATION FROM OTHER SOURCES - The City of North Port reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

The Contractor acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF PART I

PART II – SCOPE OF SERVICE

INTRODUCTION

The City of North Port has issued this Request for Proposals for the sole purpose of obtaining proposals from an experienced and qualified Insurance Broker of Record to provide property & casualty insurance and ancillary products including consulting, marketing and placement services. Brokers must propose flat annual fee proposal plus the cost of risk management and loss control consulting services.

SCOPE OF WORK

The City of North Port is seeking a broker to perform services related to the design, solicitation process, and evaluation of insurance pertaining to physical and non-tangible asset damage, liability, workers compensation, automobile, cyber, errors & omission, employment practices, employee dishonesty, law enforcement, miscellaneous medical professional, and others. Broker must also be capable of providing safety, loss control, and risk management consulting services. Specific responsibilities include, but are not limited to:

1. Provide recommendations to enhance the risk and insurance management program.
2. Assist the City in budget development by providing an estimate of expected insurance premiums and other costs for the upcoming fiscal year. This is usually due approximately 5 to 6 months prior to actual insurance renewals.
3. Provide qualified insurance companies that may be approached for insurance premium quotations and opinion of the long- term financial security of these qualified companies.
4. Provide trended values and projections for upcoming property & casualty insurance policy renewals.
5. Prepare insurance specifications, and based on instructions from the City, solicit bids based on insurance specifications and submit evaluated responses to the City at least 45 days prior to expiration; evaluations will include a comparative analysis of price, coverage, and securing of competitive proposals from multiple carriers and multiple public entity trusts.
6. Prepare a working summary for the City of each policy including key terms, conditions and endorsements and maintain summary up to date (outline will be approved by the City).
7. Assist in the negotiation for other insurance coverages, as needed, and as directed by the City.
8. At the request of the City, submit to the City a report including the following:
 - a. Schedule of all insurance in force, showing expiration dates, net and gross annual premiums, limits and deductibles/retentions.
 - b. Detailed losses for each policy, both paid and reserved, summarized for the previous fiscal year and for a five-year period, segregated by cause.
 - c. Schedule of trend and development factors for past losses.
 - d. Comments on the status of major losses incurred during the year,
 - e. Comments on major pending risk control recommendations.
 - f. Assessment of current conditions of insurance market and outlook for market over next 12 months.
 - g. Fees or other compensation for the coming year.

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

- h. Philosophy on retention for various policies, based on market conditions.
- 9. Schedule meetings with the City to discuss loss control issues, exposure changes and general administrative matters as requested or required.
- 10. Analyze the City's exposure to loss, adequacy of coverage and develop options on coverage not presently purchased by the City.
- 11. When requested, coordinate notice of claims and/or losses to underwriters and act as a facilitator during the claim process.
- 12. Prepare insurance certificates and endorsements as requested by the City.
- 13. Obtain answers from underwriters to policy coverage questions as requested.
- 14. Prepare and submit special reports, loss analyses, etc. as requested.
- 15. Assist in the preparation and/or handling of all first- and third-party claims, as requested.
- 16. Follow-up for timely issuance of all policies and endorsements and submit originals to the City.
- 17. Assist with the annual inventory of City property and assessed values, as well as any appraisal services as needed.
- 18. Provide a full range of Risk Management Services:
 - a. Assist City staff with annual facility inspections; generate recommendations reports as needed to correct any identified deficiencies.
 - b. Attend quarterly file reviews with the City's third-party administrators and legal representatives.
 - c. Facilitate or assist with the City's Safety Committee meetings and employee safety practices.
 - d. Provide other risk management related assistance to mitigate the City's liability and ensure employee and citizen safety within the City;
 - e. Advise as needed on current risk management practices, risk management-related regulations, and ways to improve the City's risk management program as it relates to operations and special events.
 - f. Provide access to online safety training and compliance resources.
 - g. Provide on-site safety training services and education for City departments.
 - h. Assist City in developing insurance requirements for various contracts (design, construction and service). Review certain leases, agreements for insurance requirements, assumption of liability and other risk management issues as requested.

BACKGROUND INFORMATION

- A. PURPOSE/TERM:** The City of North Port requests written proposals for an experienced and qualified Insurance Broker of Record to provide Insurance Broker services for Property and Casualty Insurance/Risk Management Consulting and ancillary products including consulting, marketing and placement services from reputable insurance carriers, finding the desired products at the most competitive price for an initial period of three (3) years, with an option to extend/renew for three (3) additional one (1) year terms by mutual consent, **for a maximum of six (6) years** at the same terms and conditions. There is no expressed or implied obligation for the City of North Port to reimburse Quoters for any expenses incurred in preparing or

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

presenting quotes in response to this request. **Please note that the City of North Port is not asking for, nor authorizing, the solicitation of quotes from insurance carriers at this time.**

- B. CITY OF NORTH PORT INFORMATION:** The City of North Port (the CITY) is located in the southern section of Sarasota County on Florida's Gulf Coast midway between Tampa and Naples. The City includes just over 104 square miles of area and the latest estimate by the University of Florida Bureau of Business and Economic Research shows the City with a population of **77,561**. North Port is the largest City in Sarasota County by population and the 7th largest City in the State of Florida by geographic size.

The City is governed by a five-member Commission whose members are elected at large and serve staggered four-year terms (limited to two consecutive terms). The Mayor and Vice Mayor are elected by the Commission. The City Manager, City Attorney, City Clerk and Deputy City Clerk are also appointed by the City Commission.

Our mission is to attract and retain quality employees by developing, communicating and administering a competitive compensation and benefit package. The City currently contracts for property, inland marine, . Current benefit year is October 1 to September 30. Overall, the City has 770 authorized full and part time positions within ten departments: City Manager's Office, City Clerk's Office, Neighborhood Development Services, Parks and Recreation, Human Resources, Finance, Fire Rescue, Police, Public Utilities and Public Works.

The current insurance programs in place:

- Property
- Inland Marine
- Equipment Breakdown
- Employee Fidelity/Crime
- Public Officials & Employment Practices Liability
- Comprehensive General Liability
- Business Automobile
- Automobile Physical Damage
- Law Enforcement Liability
- Pollution and Environmental Remediation Legal Liability
- Storage Tank 3rd Party Liability
- Accidental Death & Dismemberment
- Cyber Liability
- Excess Worker's Compensation

REFERENCES/QUESTIONNAIRE

List five (5) governmental entity references for whom you have provided similar services listed in this Request for Proposal. Provide entity name, address, services contracted, point of contact, email address, phone number, and date contract awarded. This information will be used as a gauge to help the City determine the quality, reliability, dependability, consistency, safety issues and overall satisfaction levels exemplified by your firm.

- See Questionnaire to be submitted.

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

MINIMUM QUALIFICATIONS

1. Licensed as an insurance broker in the State of Florida.
2. Minimum of five years of experience as insurance being your primary business.
3. Experience placing property & casualty insurance for Florida governmental entities with annual premiums in excess of \$1,000,000. Consultant must have had at least five (5) government entities as clients.
4. Proven experience as a risk management consultant to government entities and providing loss control services.

The City reserves the right to make such investigation as it may deem necessary to establish the competency of any proposer to perform the required services.

INSURANCE REQUIREMENTS

The vendor must maintain insurance coverage as required by the City and outlined in General Instructions, section #23. The Applicant must provide the City with copies of the insurance policies which are to be kept on file in the City of North Port Human Resources Department. Any party providing services to the City will be expected to enter into a written agreement or contract with the city that incorporates, either in writing or by reference, all the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any bidder of services to the City.

EVALUATION PROCESS

All qualified responses will be reviewed and evaluated by City staff. The City reserves the right to award the respondent or respondents who will serve the best interest of the City.

END OF PART II

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

PART III – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

AWARD CRITERIA: Contractors are ranked in accordance with the evaluation criteria below, and shall not be limited to, considerations listed under **Part II thru Part IV**. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final. The City will initiate negotiations with the top ranked firm for each desired location. If negotiations with the top ranked firm are not successful negotiations will begin with number two and then three if necessary.

EVALUATION CRITERIA: Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

Remarks: The assigned value is judged on a scale of 0 through 5
0=Information/documentation provided is not adequate for evaluation
1=Poor, Unacceptable, Needs major help to be acceptable
2=Marginal, Weak, Workable but needs clarifications
3=Good, No major weaknesses, Fully Acceptable as is
4=Excellent, Very good, Solid in all respects
5=Outstanding, out-of-the-box, Innovative

EVALUATION CRITERIA	VALUE	ASSIGNED VALUE	WEIGHT 1-10	SCORE
1. Background	(0-5)	_____	x 3	=15 max
2. Experience & Qualifications	(0-5)	_____	x 4	=20 max
3. Cost/Fee	(0-5)	_____	x 6	=30 max
4. Public Sector Experience	(0-5)	_____	x 5	=25max
5. References & Questionnaire	(0-5)	_____	x 2	=10 max

THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED TO THE TEAM:

6. MBE /WBE/VBE Certification	(0 or 3) _____	X1	=3 max
A. Certified Minority	Value of 3		
B. Non-certified or N/A	Value of 0		
C. Local Business Status; or	(0 or 5) _____	x1	=0/5 max
D. North Port Local Business Status	(0 or 7) _____	x1	=0/7 max

REMARKS: Minority and Women Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime contractor and certificate must be submitted with proposal. Local Business has a point value of 0 or 5. North Port Local Business has a point value of 0 or 7.

SCORING:

- 1) The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion, unless the score for the criteria score is processed with a calculated formula.
 - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c) Each total raw score will be converted to an ordinal score.
- 2) Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
 - a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.
- 3) The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
- 4) The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
 - a) Adjust their scoring based on committee discussion; or
 - b) Re-rank the proposers based on committee discussion; or
 - c) Determine a ranking by the consensus of the committee.
- 5) Committee may elect to hold a 'closed' meeting telephone discussions with each of the proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.

SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS: The Selection Committee shall evaluate and score all responsive proposals and select at least three (3) firms to be the most qualified to hold telephone discussions. Discussions are not open to the public, ***please see schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee.*** Each of the top scored firms will be contacted via e-mail and informed of the time that the discussions will begin. The short-listed firms may be provided with additional information regarding the project requirements along with written questions from the selection committee.

The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 20 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each firm's responsibility to have the appropriate personnel at that telephone site or respond to the questions and/or clarification. Once the telephone discussions (are not "Open" to the public) are completed, the Professional Service Committee will commence discussions, evaluations and ranking meeting (which is "Open" to the public).

The firm ranked number one by the Selection Committee in the final ranking will be the firm recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the selection committee shall forward their

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall be request the City Manager to authorize staff to negotiate a contract with the number one (top) ranked Contractor. Following the negotiations, a final contract will be presented for City Commission approval.

If presentations are not requested: Contract negotiations will then commence with the top ranked firm upon City Manager approval. The department will prepare the agenda item for the next available Commission meeting and request the City Commission to approve the contract and authorize the City Manager or his designee to execute the contract with the top ranked, responsive and responsible firm.

If presentations are requested - Formal Oral Presentations: Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to the public.

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award: Upon completion of the oral presentations, the Committee will rank the top three (3) proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager or his Designee to execute the contract with the top ranked, responsive and responsible firm.

PROPOSED SCHEDULE:

The anticipated schedule for this project is as follows:

<u>EVENT SCHEDULE</u>	<u>DATE/TIME (EDT)</u>
1. Issuance of Proposal	MARCH 14, 2023
2. Pre-Proposal Meeting	N/A
3. Deadline to Submit Questions/Inquiries	APRIL 7, 2023, 2:00 PM
4. Submittal Due Date	APRIL 14, 2023, 2:00 PM
5. Telephone Discussions (Closed to Public) <i>Meeting will be held via Microsoft Teams Further Instructions will be provided.</i>	APRIL 24, 2023, 9:00 AM
6. Evaluation and Ranking Committee Meeting (Open to Public) <i>City Hall, Room 337A</i>	APRIL 24, 2023, 2:00 PM
7. Negotiations Team Meeting or Presentations if required. (Closed to Public)	TBD
8. CONTRACT TO COMMISSION	TBD

END OF PART III

PART IV
RULES, INSTRUCTIONS AND CITY REQUIRED FORMS FOR
PREPARING PROPOSALS

1. RULES FOR PROPOSALS - The purpose of this section of the Solicitation Document is to identify the requirements for Proposers to submit a **complete AND correct** Proposal Package, which shall cover:

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.

C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."

D. The Proposal will either be typed or completed in legible handwriting using **BLUE INK**. The Proposer's authorized agent will sign the Proposal Forms in **BLUE INK**, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

E. Proposer Registration with either the City or DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's sole method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for the City of North Port, you do NOT need to register again.**

2. PROPOSAL FORMAT/REQUIREMENTS

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TITLE PAGE: Title Page shall show the request for proposal's subject, title and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and email address) and the date of the proposal.

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

TRANSMITTAL LETTER: Provide a Letter on Interest indicating the project for which the firm is applying, and the firm's commitment to the project. The response shall contain a cover letter signed in blue ink by a person who is authorized

to commit the firm to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

TAB 1 – BACKGROUND INFORMATION OF BROKERAGE FIRM:

- Address of office where the work will be performed.
- Physical locations, to include all branches.
- Date of firm's establishment.
- Form of ownership (public company, partnership, subsidiary).
- Primary business.
- Example of reporting.
- Total number of employees listed by professionals, technicians/paraprofessionals, administrative/clerical.
- Number of personnel engaged in activities relevant to this request for quotation.
- Details of experiences within the last three (3) years relevant to the services requested herein.
- Financial strength and sufficient credit, to demonstrate the capability to adequately perform the services requested.

TAB 2 - EXPERIENCE & QUALIFICATIONS OF THE ASSIGNED BROKER AND BROKERAGE FIRM:

- Number of experienced staff that will be working on this project; a full-time supervisor is to be assigned to handle all day-today contact with the City.
- Description of organizational structure proposed for this project.

TAB 3 – COST/FEE PROPOSAL:

- Provide flat Annual fee(s) See Tab 3

TAB 4 – PUBLIC SECTOR EXPERIENCE:

- At least three (3) references should be from governmental entities in the State of Florida

TAB 5– REFERENCES: Include at least Five (5) References of projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and FAX numbers and email addresses.
- **COMPLETED QUESTIONNAIRE AND FOLLOW INSTRUCTIONS**

TAB 6– ADDITIONAL INFORMATION: Any other pertinent information the proposer chooses to provide.

TAB 7 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: This checklist is provided to assist each proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each proposer to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each proposer to read and comply with the solicitation in its entirety.

ATTACHMENTS A THROUGH I (BELOW) REQUIRED WITH SUBMITTAL:

- ____ **ATTACHMENT A:** Cost/Fee Proposal (a copy under Tab 3 and Tab 7)
- ____ **ATTACHMENT B:** Proposal Submittal Signature Form
- ____ **ATTACHMENT C:** Statement of Organization

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

- ____ **ATTACHMENT D:** References – Consultant is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely fashion.
- ____ **ATTACHMENT E:** **QUESTIONNAIRE (MUST BE E-MAILED TO PURCHASING)**
- ____ **ATTACHMENT F:** Affidavit – Claiming Status as a Local Business
- ____ **ATTACHMENT G:** Affidavit – Claiming Status as a North Port Local Business
- ____ **ATTACHMENT H:** **MBE/WBE/VBE:** If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.
- ____ **ATTACHMENT I:** DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

ATTACHMENTS 5 THROUGH 16 (BELOW) REQUIRED WITH SUBMITTAL:

- ____ **ATTACHMENT 5:** Lobbying Certification
- ____ **ATTACHMENT 6:** Non-Collusive Affidavit
- ____ **ATTACHMENT 7:** Conflict of Interest Form
- ____ **ATTACHMENT 8:** Public Entity Crime Information
- ____ **ATTACHMENT 9:** Drug-Free Workplace
- ____ **ATTACHMENT 11:** Scrutinized Company Certificate
- ____ **ATTACHMENT 12:** Vendor's Certification For E-Verify System
- ____ **ATTACHMENT 16:** Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

PLEASE INITIAL AND RETURN WITH YOUR PROPOSAL.

A. METHOD OF SUBMITTAL:

1. **NUMBER OF SUBMITTAL PACKAGES:** One (1) original hard-copy **UNBOUND** (marked “ORIGINAL”) and signed in blue ink. **NUMBER OF COPIES:** three (3) hard copies **BOUND** (marked “COPY”).
(1 original + 3 copies = 4 total submittals).
2. **NUMBER OF PAGES:** The proposal shall not exceed (20) pages (one-sided) in length. **LETTER SIZE:** 8.5”x11”
/FONT SIZE: Calibri 11, PDF FORMAT.
3. **USB FLASH DRIVE:** One (1) electronic version in Portable Document Format (PDF) **on a USB Drive** containing the entire submittal. **CDs will not be accepted.**

(The Title Page, City Required Forms and attachments, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES).

- 1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; do not use three ring binders of any kind; and sections should be compiled in the sequence list above.
 - 1.2 Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.
4. **SUBMIT TO:**
City of North Port
Finance Department - Purchasing Division
Alla V. Skipper, CPPB, Senior Contract Administrator
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286
RFP NO. 2023-27 Insurance Broker Services and RISK Management Consulting

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

**ATTACHMENT A
(Tab 3)**

INSURANCE BROKER SERVICES AND RISK MANAGEMENT CONSULTING FEE

PROPOSER SHALL FURNISH A LUMP SUM INCLUSIVE ANNUAL FEE FOR ALL RISK MANAGEMENT CONSULTING AND BROKERAGE SERVICES SPECIFIED HEREIN WITH THE CITY OF NORTH POR. ADDITIONAL EXPLANATION AND RATIONALIZATION CAN BE PROVIDE UNDER TAB 6 (ADDITIONAL INFORMATION) OF THE PROPOSAL.

1. ANNUAL LUMP SUM FEE – PROPERTY & CASUALTY BROKERAGE:

\$ _____ (per year for initial 3-year term).

2. ANNUAL COST OF RISK MANAGEMENT SERVICES:

\$ _____

3. ANNUAL COST OF LOSS CONTROL SERVICES:

\$ _____

4. TOTAL ANNUAL EXPENDITURE (=1+2+3 ABOVE):

\$ _____ (=1+2+3 ABOVE)

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**ATTACHMENT B
PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement, if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name _____

Contact Name _____

Telephone # _____ **E-Mail** _____ **Fax #** _____

Main Office Address _____

City _____ **State** _____ **Zip Code** _____

Address of Office Servicing City of North Port, if different than above: **SAME AS ABOVE**

Office Address _____

City _____ **State** _____ **Zip Code** _____

Telephone # _____ **E-mail** _____ **Fax #** _____

Name & Title of Firm Representative _____

Signature _____ **Date** _____

Do you accept Visa? _____ **YES** _____ **NO** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

ATTACHMENT C
STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Phone: _____ **E-Mail** _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: _____ Yes or _____ No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: _____ Yes or _____ No

Authorized to transact business in Florida: _____ Yes or _____ No

Division of Corporations Document No.: _____

Does it use a registered fictitious name: _____ Yes or _____ No

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida): _____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

**ATTACHEMENT D
REFERENCES/CLIENT LISTING**

(The firm shall provide a minimum of five (5) business related references for which they are currently providing, services similar to the scope of services required by this RFP.). Attach additional sheets if necessary.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

4. Business/Customer Name: _____
- Name of Contact Person/Title: _____
- Telephone# _____ Fax _____ E-mail _____
- Address _____
- Duration of Contract or business relationship _____
- Type of Services Provided _____
5. Business/Customer Name: _____
- Name of Contact Person/Title: _____
- Telephone# _____ Fax _____ E-mail _____
- Address _____
- Duration of Contract or business relationship _____
- Type of Services Provided _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

**ATTACHMENT E
REFERENCE QUESTIONNAIRE**

PROVIDE SAME OR SIMILAR SERVICES WITHIN THE LAST FIVE (5) YEARS

It is the proposer's responsibility to contact the Purchasing Division prior to submitting their proposal to verify receipt of the required number of references.

Solicitation No. 2023-27 Insurance Broker Services for Property & Casualty Insurance and Risk Management

Respondent Name: _____

This reference questionnaire is to be completed by the company that has done business with the Bidder/Respondent in the past. Please indicate "n/a" if an item is not applicable.

1. Services provided by Bidder/Respondent:

2. How long has Bidder/Respondent provided services:

3. Annual cost of services provided by Bidder/Respondent: _____

4. Please list the names of Bidder/Respondent's staff providing services: _____

5. Bidder/Respondents ability to meet deadlines: _____

6. Please indicate if Bidder/Respondent provides online enrollment and/or automated benefit administration services:

7. If so, how satisfied are you with the functionality, user-friendliness, reporting capabilities, and/or ease of transmission of data to carriers?: _____

8. Have you experienced any conflicts, disputes, or service issues: Yes _____ No _____

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

9. If yes, were they reported and resolved timely? Were you satisfied with the resolution?
10. How satisfied are you with the Bidder/Respondent's accuracy of information, guidance, analysis/forecasting; etc.?
11. Would you contract again with the Bidder/Respondent for the same or similar services? _____
12. Do you have plans to contract with them again? _Yes_____ No_____

Additional Comments:

This REFERENCE QUESTIONNAIRE IS PROVIDED BY:

Name of Company: _____
Address of Company: _____
Telephone No. _____
E-mail Address: _____
Date: _____

Name and title of person filling out this reference questionnaire: _____

Signature of person filling out this reference questionnaire: _____

This QUESTIONNAIRE FORM must be emailed to Purchasing@northportfl.gov by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

**ATTACHMENT F
AFFIDAVIT
Claiming Status as a Local Business**

State of _____
SS. _____
County of _____

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached proposal;

AND

2. I am fully informed respecting the operation and employees of the Proposer;

AND

3. I affirm that the Proposer has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this proposal, from which the Proposer operates or performs business. The qualifying local address is _____

AND

4. I affirm that at least fifty percent (50%) of the Proposer's employees are residents of the City of North Port.

Signed, sealed and delivered this _____ day of _____, 202_.

By: _____

_____ (Printed Name)

_____ (Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification

Type of Identification Produced _____

**THIS PAGE MUST BE SUBMITTED
(IF NOT CLAIMING PREFERENCE MARK 'X' THROUGH THE PAGE)**

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

AFFIDAVIT G
Claiming Status as a North Port Local Business

State of _____
SS.
County of _____

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached proposal;

AND

2. I am fully informed respecting the operation and employees of the Proposer;

AND

3. I affirm that the Proposer has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this proposal, from which the Proposer operates or performs business. The qualifying local address is _____

AND

4. I affirm that at least fifty percent (50%) of the Proposer's employees are residents of the City of North Port.

Signed, sealed and delivered this _____ day of _____, 202_.

By: _____

_____ (Printed Name)

_____ (Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20__, by _____.

Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification

Type of Identification Produced _____

THIS PAGE MUST BE SUBMITTED
(IF NOT CLAIMING PREFERENCE MARK 'X' THROUGH THE PAGE)

INSURANCE BROKER SERVICES FOR PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT CONSULTING

ATTACHMENT H:

MBE/WBE/VBE: If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.

___ **YES, CLAIMING STATUS AS PRIME ONLY**

___ **YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM THE STATE OF FLORIDA AS OUTLINED SECTION 1.**

___ **NOT CLAIMING MBE/WBE /VBE**

**ATTACHMENT I
DISCLOSURE FORM FOR
CONSULTANT/ENGINEER/ARCHITECT**

Please select (only) one of the following three options:

___Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

___Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

___Our firm proposes to mitigate the potential or perceived conflict according to the following plan:
_____.

___Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:
_____.

***What does "financial interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does "other interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment 5**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name

Title

Date

Attachment 6

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. Affiant is the _____ *[insert Owner, Partner, Officer, Representative or Agent]* of _____, *[insert name of Contractor]* the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on _____, 20_____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2023, by _____.

Notary Public

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

Attachment 7
CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. *[Select and complete all that apply]:*

_____ I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

_____ I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: _____

_____ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

_____ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member _____

_____ None of the Above

PART II: Will you request an advisory board member waiver?

_____ I WILL request an advisory board member waiver under §112.313(12)

_____ I WILL NOT request an advisory board member waiver under §112.313(12)

_____ N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

Signature of Person Authorized to Bind the Contractor

Printed Name

Title

Date

Attachment 8**PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Contractor, have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2022, by _____.

Notary Public – State of Florida

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

Attachment 9

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
_____ (Company Name):

1. Publishes 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 actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives 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), notifies 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 (5) days after such conviction.
5. Imposes 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. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Printed Name

Title

Date

Attachment 11
SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: _____
 Authorized Representative Name and Title: _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

_____ This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

_____ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, 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 it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

 Signature of Contractor's Authorized Representative

 Name

 Title

 Date

Attachment 12

VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. “Employment Eligibility”, as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City’s termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: _____ (Vendor’s Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

SAMPLE CONTRACT

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, ("CITY") and xxxx Inc. a xxx Corporation registered to conduct business in the State of Florida, with a local business address of xxxx xx, Sarasota FL xxxxxx, ("CONSULTANT").

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

1. CONSULTANT'S SERVICES

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Insurance Broker Services and Risk Management Consulting, to complete a vulnerability assessment and adaption plan as identified in the Request for Proposal ("RFP") No. 2023-27 and CONSULTANT'S proposal submitted month, xx, 2023. The overall Scope of Services is described in the attached Exhibit A ("Scope of Services") with detailed tasks and associated fees as described in the Fee Schedule as attached Exhibit B ("Fee Schedule").
- B.
- C. This Contract will become effective on the date the last party ratifies and approves the Contract ("Effective Date"). The initial term of this Contract begins on the Effective Date for a period of three (3) years. This Contract may be extended for three (3) additional one (1) year period, by mutual agreement and within budgetary limitations, upon the same terms and conditions.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- (1) CONSULTANT must perform the Scope of Services, for a not to exceed fee of xxxxxx DOLLARS AND ZERO CENTS (\$xxxx.00). This fee includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The fee must conform with the Fee Schedule.
- (3) The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

- (1) The CITY pays CONSULTANT through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of CONSULTANT'S invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
- (2) For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY'S Administrative Agent based on the percentage of the amount for those specific services.

- (3) CONSULTANT'S invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.
- (4) Consultant's payments are due in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.* days after receipt of invoice.

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE MUST NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).**
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- F. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**

4. CONSULTANT'S INSURANCE

- A. **INSURANCE**
Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval.

The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

- (1) Workers' Compensation and Employers' Liability Insurance: (PER CHAPTER 440, FLORIDA STATUTES): The CONSULTANT shall procure and maintain during the life of this Agreement workers' compensation insurance for all its employees to be engaged in work on the project under this Agreement and in case any such work is sublet, the CONSULTANT shall require the sub-contractor similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work; unless such employees are covered by protection afforded by the CONSULTANT'S workers' compensation insurance. For additional information contact the Florida Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Agreement is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide, and shall cause each sub-contractor to provide, employers' liability insurance for the protection of such of its employees. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

- (2) Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The CITY prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage must be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage must be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.
- (3) Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability pursuant to CG 00 01, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include comprehensive general liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "City of North Port, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant."

- (4) Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-contractors

to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement.

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the CITY. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which CONSULTANT, or its agents may be responsible.

C. POLICY FORM

- (1) All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the CITY'S Purchasing Office gives specific approval, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the City of North Port, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. The City accepts Claims Made Policies for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
- (3) Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the CITY'S Purchasing Office by written notice via certified mail, return receipt requested.

- (4) The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- (5) **The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
- (6) CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the CITY before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the CITY'S Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY'S Purchasing Office before CONSULTANT commences or continues work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the CITY'S Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement.
- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida

Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- E. CONSULTANT shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
 - F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
- A. Keep and maintain public records required by the City to perform the service.
 - (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
- (2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
- B. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, 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 for by law. All records kept electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format compatible with the information technology systems of the CITY.
 - C. Ensure that project 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, if CONSULTANT does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
 - D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in CONSULTANT'S possession or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of the Agreement, CONSULTANT shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.

- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@northportfl.gov**

- F. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

7. OWNERSHIP AND USE OF DOCUMENTS

- A. It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the CITY as they are received by the CITY and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY'S Administrative Agent for CONSULTANT to use any of the work products of this Agreement on any non-CITY project.
- B. Notwithstanding the above, any reuse of the work products by the CITY on other projects will be at the risk of the CITY.

8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

- A. The timely performance and completion of the required services is vitally important to the interest of the CITY. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective.
- B. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed from the CITY.
- C. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the CITY.
- D. CONSULTANT agrees to provide to the CITY'S Administrative Agent, monthly written progress reports concerning the status of the work. The CITY'S Administrative Agent may determine the format for this progress report. The

CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.

- E. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

9. OBLIGATIONS OF THE CITY

- A. The CITY'S Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the CITY may authorize a specific program manager to perform the responsibilities of the CITY'S Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY'S Administrative Agent shall include:
- (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
 - (2) Transmission of instructions, receipt of information, interpretation and definition of the CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 - (3) Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The CITY shall, upon request, furnish CONSULTANT with all existing data, plans, studies, and other information in the CITY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the CITY and shall be returned to the CITY'S Administrative Agent upon completion of the services to be performed by CONSULTANT.
- C. The CITY'S Administrative Agent shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other CITY personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the CITY. The CITY'S technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The CITY shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

10. TERMINATION

- A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Agreement may be terminated with or without cause by the City Manager or designee in whole or in part or whenever the City Manager determines that termination is in the CITY'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not

terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. The pays CONSULTANT only for such work performed and materials supplied up to the termination. Under no circumstances shall the CITY make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.

Upon termination CONSULTANT shall deliver to the CITY all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Scope of Services and Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the CITY to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent contract entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability shall arise, if a request for such appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no commissioner, officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this section or in the event of a default by CITY under this section. This Agreement shall not constitute an indebtedness of CITY, nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which CITY has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Agreement. The CITY will pay any outstanding invoices for work completed by the CONSULTANT prior to such termination.
- C. ABANDONMENT: In the event that CONSULTANT has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- D. CONSULTANT shall have the right to terminate services only in the event of the CITY failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY'S Administrative Agent, or if the project is suspended by the CITY for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT, or an assignment is made for the benefit of creditors.
- F. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee shall have the

right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

- (1) The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of this Agreement;
- (2) The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
- (3) CONSULTANT'S rate of progress being such that, in the CITY'S opinion, substantial or final completion, or both, may be inexcusably delayed;
- (4) CONSULTANT'S failure to use Agreement funds, previously paid CONSULTANT by the CITY, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made, against the CITY or its property;
- (6) Loss caused by CONSULTANT; or
- (7) CONSULTANT'S failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.

G. **PAYMENT ADJUSTMENTS:** In the event that the CITY makes written demand upon CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, CONSULTANT shall promptly comply with such demand. The CITY'S rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.

H. E-Verify Violation.

- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
- (3) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this section.

I. REMEDIES: In the event of a default or breach of the contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

12. WAIVER

No delay or failure to enforce any breach of this Contract by either CITY or CONSULTANT shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

13. NO HIRE

CONSULTANT shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

14. NOTICES

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

THE CITY'S ADMINISTRATIVE AGENT:

Risk and Benefits Manager
City of North Port
4970 City Hall Blvd
North Port, FL 34286
TEL: 941.429.7130
FAX: 941.429.7135
Email: Sknowles@northportfl.gov

WITH COPIES OF NOTICES TO:

City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@northportfl.gov

CONSULTANT'S REPRESENTATIVE:

Contact name:

Company name

Street address

City, ST, Zip

TEL:

FAX

EMAIL @.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this section shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

15. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings, at both trial and appellate levels.

16. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2023-27 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

17. E-VERIFY

The CITY, CONSULTANT and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A Consultant who enters into a contract with a subcontractor, must require that the subcontractor provides the Consultant a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and must not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The CONSULTANT shall comply with all other federal laws pertaining to the subcontractor.

18. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the CONSULTANT shall certify on a form provided by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the CITY, that all of the following are true:
 - (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and

(3) It is not engaged in business operations in Cuba or Syria.

C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, then the CONSULTANT breaches this Agreement, and the CITY has the right to terminate the Agreement.

D. PENALTY:

(1) A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

(2) Shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that the CONSULTANT submitted a false certification.

19. FORCE MAJUERE

A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

(1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;

(2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

(3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity

(4) A declared emergency of the federal, state, or local government; or

(5) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

(6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

(7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

(8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and

(9) The non-performing party uses all reasonable diligence to remedy its inability to perform.

- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Agreement must be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this section.

20. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to CONSULTANT. Only the City Commission can approve increases in

compensation under this Agreement.

- I. Assignment. The CONSULTANT shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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

**CONSULTANT
INC.**

By: _____ (signature)
_____ (Title)

Date: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
___ day of _____ 2023, by _____ (name) as _____ (title) for
_____ (entity..

Notary Public

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

Approved by the City Commission of the City of North Port, Florida on _____, 2023.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON
CITY ATTORNEY



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 City Hall Blvd, Ste 337
4970 City Hall Blvd.
North Port, Florida 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



May 1, 2023

NOTICE OF INTENT TO AWARD

**RFP NO. 2023-27 INSURANCE BROKER SERVICES FOR PROPERTY CASUALTY
INSURANCE AND RISK MANAGEMENT CONSULTING**

The Selection Committee evaluated and ranked the above referenced project's proposals. The committee and purchasing recommend the City Manager move forward with awarding RFP No. 2023-27 Insurance Broker Services for Property and Casualty Insurance and Risk Management Consulting to The Gehring Group, Inc of Palm Beach Gardens, Florida as the top ranked firm.

Failure to file a protest of this bid in accordance with Chapter 2, Article VIII, Section 2-409 of the City of North Port Code of Ordinances shall constitute a waiver of the right to protest. **Intent to protest must be declared in writing within 24 hours of this notice. **

Sincerely,

Alla V. Skipper

Alla V. Skipper, CPPB
Senior Contract Administrator

Cc: Proposal File



Village of Palm Springs

Executive Brief

AGENDA DATE: June 22, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #4: Approve Geographic Information System Software and Services - Term Extension - ESRI

SUMMARY: The ESRI Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement granting our organization access to Esri term license software. As owner and manufacturer, ESRI is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA).

On July 14, 2020, a three-year Enterprise Agreement was approved and expires on July 21, 2023.

Various Village of Palm Springs departments need continuous Geographic Information System (GIS) services, including adding GIS data. To continue with the GIS software products, the staff is requesting the renewal of the Enterprise Agreement that will grant the Village access to GIS software.

If approved, the Village would accept Esri pricing, including all terms and conditions. The term of the proposed agreement would expire on September 30, 2026, and may be renewed after that on a three-year basis under the terms of the current agreement.

Note: This item was approved by the Council at the June 8, 2023, Village Council Regular Meeting; however, the supporting documentation was incorrect. For transparency, the staff is bringing this item back for approval.

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

FISCAL IMPACT:

Funding to support services under this proposed agreement will be available within the FY 2023 - FY 2026 Budget - General Fund. The proposed agreement has a fiscal impact of:

FY 2023	\$ 5,966.33
FY 2024	\$ 30,672
FY2025	\$ 30,672
FY2026	\$ 30,672 (September 30, 2026)

ATTACHMENTS:

1. Esri Sole Source Letter - Proposed Agreement - Village of Palm Springs



April 5, 2023

Thomas Cook
Village of Palm Springs
226 Cypress Ln
Palm Springs, FL 33461-1604

Dear Thomas,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

Small Government Enterprise Agreement

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: March 31, 2023

TO: Village of Palm Springs

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

A handwritten signature in blue ink, appearing to read "J. Ricks", is positioned above the printed name "Jackie Ricks".

Jackie Ricks



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-497576

Date: May 22, 2023

Customer # 320246 Contract #

Village of Palm Springs
Planning, Zoning & Building
226 Cypress Ln
Palm Springs, FL 33461-1604

ATTENTION: Iramis Cabrera
PHONE: (561) 584-8200 x8461
EMAIL: icabrera@vpsfl.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/22/2023 To: 8/20/2023

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$5,966.33	\$5,966.33
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription July 22, 2023 - September 30, 2023				
168177	1	Year 2	\$30,672.00	\$30,672.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription October 1, 2023 - September 30, 2024				
168177	1	Year 3	\$30,672.00	\$30,672.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription October 1, 2024 - September 30, 2025				
168177	1	Year 4	\$30,672.00	\$30,672.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription October 1, 2025 - September 30, 2026				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Jessie White

Email:
jwhite@esri.com

Phone:
(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WHITEJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-497576

Date: May 22, 2023

Customer # 320246 Contract #

Village of Palm Springs
Planning, Zoning & Building
226 Cypress Ln
Palm Springs, FL 33461-1604

ATTENTION: Iramis Cabrera
PHONE: (561) 584-8200 x8461
EMAIL: icabrera@vpsfl.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 5/22/2023 To: 8/20/2023*

Subtotal:	\$97,982.33
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$97,982.33

Term 1 has been adjusted to align with the City's fiscal year. The adjusted terms and invoice amounts are as follows:

Year 1 (7/22/23-9/30/23): \$5,966.33
Year 2 (10/1/23-9/30/24): \$30,672
Year 3 (10/1/24-9/30/25): \$30,672
Year 4 (10/1/25-9/30/26): \$30,672

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jessie White

Email:

jwhite@esri.com

Phone:

(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WHITEJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-497576

Date: May 22, 2023

Customer # 320246 Contract #

Village of Palm Springs
Planning, Zoning & Building
226 Cypress Ln
Palm Springs, FL 33461-1604

ATTENTION: Iramis Cabrera
PHONE: (561) 584-8200 x8461
EMAIL: icabrera@vpsfl.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/22/2023 To: 8/20/2023

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jessie White

Email:

jwhite@esri.com

Phone:

(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WHITEJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Location Sharing User Type Extension (Online)
 5 ArcGIS Location Sharing User Type Extension (Enterprise)
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)
 2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years and seventy-one (71) days; July 22, 2023 - September 30, 2026

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Village of Palm Springs
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Village of Palm Springs

Executive Brief

AGENDA DATE: June 22, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #5: Site Development Plan Amendment (SPR23-04) - Village of Palm Springs - 230 Cypress Lane

SUMMARY: An application submitted by Song & Associates, Inc, agent for the Village of Palm Springs, is requesting the approval of a site development plan amendment (SPR23-04) to permit the expansion of the Public Safety Building with the construction of a 13,169 square feet two-story attached building on the governmental property located at 230 Cypress Lane.

The subject area currently includes a one-story concrete masonry building that houses the Police Department in the western two-thirds of the building and three apparatus bays and support space for Fire Rescue at the easternmost end of the building. The project scope does not include the Fire Rescue areas and apparatus bays. However, the exterior walls and openings are being addressed for maintenance and replacement of windows for storm hardening.

Since the original construction of the building, the Police Department has grown in staff and adapted to new procedures and responsibilities in their public services. One of the primary goals of this project is to re-organize the department groups to improve the efficiency of functions and to accommodate future growth and adaptability. The project includes a 13,169 square feet two-story addition and remodeling of the existing Police Department spaces.

Upon completion, the facility will measure 32,543 square feet and serve departmental needs for 20 years and beyond.

A two-story addition is proposed to wrap the north facade and a portion of the west facade of the existing building. The design presents an opportunity for an improved civic presence when approaching the campus from the north on Cypress Lane from Alameda Drive. A new two-story glass lobby will align with Cypress Lane from Alameda Drive. The lobby is designed to feel welcoming and comforting to all residents, from children passing by on their way to the sports fields or crime victims coming to the facility.

The proposed exterior materials include textured stucco in horizontal banding with panels between the windows. Between the ground and second floor, inset panels will be finished with a precast stone relief with a palm motif. The exterior colors will be natural stone and sand-colored tones. A metal panel façade at the top of the entry lobby will incorporate signage. Sunshades will be included above the windows and wrap the entry lobby. The panels, sunshades, and glass frames will be metal with a dark blue color.

Flag poles are proposed for the northwest corner of the new addition. The new spaces also include a

community meeting room adjacent to the new lobby and an opening to a small green space on the west side of the additional area. The meeting room can serve a variety of events for the public, from public information and press conferences to educational events and neighborhood watch programs. The flexible meeting space can be used for police training and serve as part of the Emergency Operations command center.

The existing parking lot on the west side of the building will be modified to accommodate the expansion area, provide additional green space, and improve traffic movement and parking for ease of use. The area on the west side will also be gated to expand the secured parking area for police.

The entire facility will be hardened for improved storm resilience, allowing the building to serve as an Emergency Operations Center with uninterrupted power and system redundancy. As a 'Critical Facility,' the building will be suitable for use during storm events and recovery periods.

The Planning & Zoning Board considered the requested project during its regular meeting on June 13, 2023, and recommended approval.

FISCAL IMPACT:

Funding to support the project is available within the FY 2021 and FY 2024 Budget - General Fund and Police Department Fund.

ATTACHMENTS:

1. Resolution No. 2023-33 Site Plan Amendment SPR23-04 Police Department Expansion 230 Cypress Lane
2. Exhibit "A" Staff Report
3. Narrative and Justification Statement
4. Site Plan and Landscape Plans
5. Color Elevations
6. Aerial and Location Maps

RESOLUTION NO. 2023-33

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT (SPR23-04), TO PERMIT THE EXPANSION OF THE PUBLIC SAFETY BUILDING WITH THE CONSTRUCTION OF A 13,169 SQUARE FEET TWO-STORY ATTACHED BUILDING ON THE GOVERNMENTAL PROPERTY LOCATED AT 230 CYPRESS LANE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Song and Associates, Inc. agent for the owner (“Agent”) Village of Palm Springs., is requesting approval of a Site Plan Amendment (SPR23-04) is requesting the approval of a site development plan amendment (SPR23-04) to permit the expansion of the Public Safety Building with the construction of a 13,169 square feet two-story attached building on the governmental property located at 230 Cypress Lane; and

WHEREAS, the Planning & Zoning Board (“Board”) heard and considered the Site Plan Amendment at the Board’s June 13, 2023 meeting, and the Board’s recommendation has been transmitted to the Village Council; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and the Planning and Zoning Board; has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council has received and considered the request of Song and Associates, agent for the owner (“Agent”) Village of Palm Springs., is requesting approval of a Site Plan Amendment (SPR23-04) to permit the expansion of the Public Safety Building with the construction of a 13,169 square feet two-story:

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, which is incorporated herein by reference.

OR

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby denies the application for the following reason(s):

Notwithstanding any exceptions, conditions, or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 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>
BEVERLY SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2023.

Resolution No. 2023-33 – Site Plan Amendment (SPR23-04) – VPS Police Department
Expansion 230 Cypress Lane)

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

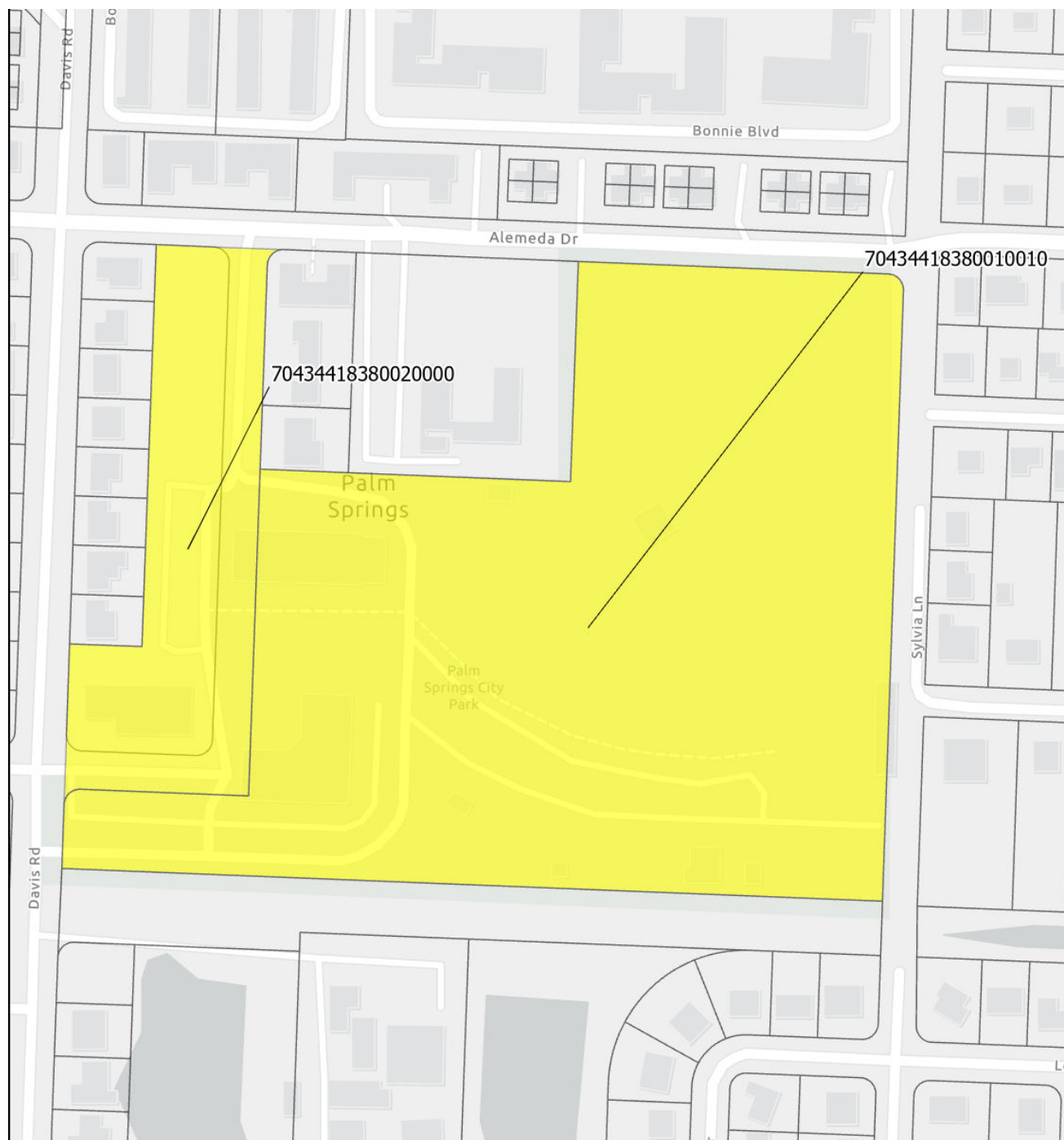


PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Development Plan Amendment - Police Department Expansion – 230 Cypress Lane

Application Summary			
Applicant / Petitioner	Song & Associates Inc.	Submittal Date	5/15/23
Reference Name	Police Department Expansion	Case Number	SPR23-04
		Parcel Control No	70-43-44-18-38-001-0010
Location	226 Cypress Lane	Site Area	± 19.53 acres
P&Z B Meeting	June 13, 2023	Council Meeting	June 22, 2023
Requests			
Proposed Use(s)	Site Development Plan Amendment to allow the expansion of the Public Safety Building with the construction of 13,169 square feet two-stories attached building.		
Parking			
Code	Required	Provided	Meets Requirement
Total Overall Parking	1/200 S.F. @ 57,631 S.F. = 288 parking spaces required	85 proposed (existing 289 spaces) total= 374 parking spaces	Yes
Site Characteristics			
Existing Use	Police Department	Proposed Use	Police Department
Existing Zoning	Governmental (G)	Existing Future Land Use	Public Buildings and Facilities
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential use & Religious	Medium Density Residential & Other Public Facilities	Residential Multiple-Family (RM)
South	Residential use & Municipal	Low Density Residential & Other Public Facilities	Residential Single-Family (RS) & Governmental
East	Residential use	Low Density Residential	Residential Single-Family (RS)
West	Residential use	Low Density Residential	Residential Single-Family (RS)
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval for the proposed expansion of the Police Department on a Governmental property, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.			

Police Department Expansion - Site Development Plan Amendment – 230 Cypress Lane



I. Site History

In 1957, the Village of Palm Springs was granted a charter by the State to become a municipality out of 700 acres of pastureland. The former Boutwell Dairy raised and kept over 1,000 Guernsey cows at its peak, operating out of a barn facility. This barn served as the Village's first government building and is currently the Community Reformation Church at 153 Henthorne Drive.

By August of 1958 there were 800 modern homes in the first section with neatly landscaped and paved streets with sidewalks. The Village's first Census was in 1960 and a population of 2,503 residents was recorded. The population today is over 27,000 residents.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation is Public Building and Facilities, and the Zoning designation is Governmental (G), respectively. The proposed use is permitted and is generally consistent with goals, objectives, and policies of the Village's Comprehensive Plan. With the proposed project, the property will be revitalized and improvement to the exterior of the building will create a beneficial visual impact to the neighborhood.

III. Regulatory Issues

- The site plan generally conforms to the property development standards of the G district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue and Village of Palm Springs are required prior to any construction.

IV. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

V. Community Outreach/ Notification

- The subject property was posted on June 1, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on June 2, 2023
- Legal advertisement was published in the paper on June 1, 2023.
- Staff have not received any inquiries or comments as a result of the notices.

VI. Proposed Development Plan Details

The petitioner's development plans dated received on May 15, 2023 depicts the following:

- An application submitted for a Site Development Plan Amendment Approval to expand the Police Department use of the Government property.
 1. Site Plan received May 15, 2023.
 2. Landscape Plans received May 15, 2023.
 3. Architectural plans received May 15, 2023.
 4. Justification Statement and proposed use.

VII. Recommendation

The subject site area currently includes a one-story concrete masonry building which houses the Police Department in the western two-thirds of the building as well as three apparatus bays and support space for Fire Rescue in the eastern-most end of the building. The Fire Rescue areas and apparatus bays are not included in the project scope. However, all exterior walls and openings are being addressed for maintenance and replacement of windows for storm hardening. Since the original construction of the building, the Police Department has grown in staff as well as adapting to new procedures and responsibilities in their public services. One of the primary goals of this project is to re-organize the department groups to improve efficiency of functions and to accommodate future growth and adaptability. The project includes a 13,169 SF two-story addition, and remodeling of the existing Police Department spaces.

When completed, the building areas will total 32,543 SF and is projected to serve the needs of the department for the next 20 years and beyond.

The two-story addition is proposed to wrap the north façade and a portion of the west façade of the existing building. The design presents an opportunity for an improved civic presence when approaching the campus from the north on Cypress Lane from Alameda Drive. A new two-story glass lobby will align with the Cypress Lane approach. The lobby is designed to

feel welcoming and comforting to all residents from children passing by on their way to the sports fields or crime victims coming to the facility.

The proposed exterior materials are currently being reviewed by the Village staff and will be presented to Council for their input. The proposed materials include textured stucco in horizontal banding with panels between the windows. Between the ground and second floor inset panels will be finished with either a wood-look ceramic tile or a precast stone relief with a palm motif. The exterior colors will be natural stone and sand color tones. A metal panel façade at the top of the entry lobby will incorporate signage. Sunshades will be included above the windows and wrapping the entry lobby.

The new spaces also include a community meeting room adjacent to the new lobby and opening to a small green space on the west side of the addition. The meeting room can serve a variety of events for the public, from public information and press conferences to educational events, and neighborhood watch programs. The flexible meeting space can be used for police training and serve as part of the Emergency Operations command center.

The existing parking lot on the west side of the building will be modified to accommodate the expansion area, provide additional green space, and improve traffic circulation and parking for ease of use. The area on the west side will also be gated to expand the secured parking area for Police.

The entire facility will be hardened for improved storm resilience, allowing the building to serve as an Emergency Operations Center with uninterrupted power and system redundancy. As a 'Critical Facility' the building will be suitable for use during a storm event as well as through recovery periods.

Staff reviewed the proposed Site Development Plan Amendment and has found the proposed expansion to be generally consistent with the goals, objectives and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and Zoning Regulations and all other portions of the code.

Planning, Zoning and Building Staff recommends conditional approval of the Site Plan Amendment subject to the following twenty (20) conditions below:

1. The Site plan approval is valid within 24 months of Council approval.
2. Proposed landscape upgrading shall be concluded **prior to Certificate of Completion**.
3. A building permit must be obtained with the Village's Planning, Zoning & Building department prior to any remodeling/construction work on the property.
4. Permits must be obtained from the Village and Palm Beach County Fire Department **at time of permitting**.
5. Provide permits from all applicable permitting agencies **at the time of permitting**.
6. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
7. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc. Non-potable water shall be used for the irrigation system per Village code.
8. The General Contractor shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
9. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief and/or Fire Chief. Such additional security measures, as approved by the Police Chief and/or Fire Chief, may include increased on-site security at the operator's sole expense.
10. A Pre-construction video shall be taken and submitted to the Village **prior to work starts**.
11. Any offsite construction staging area shall be approved by the property owner. An approval letter shall be submitted to the Village for review and approval **prior to staging**. A temporary use agreement would be required if it exceeds more than 60 days.
12. Palm Beach County Fire Department and Palm Springs Police Department shall review and approve any proposed MOT, including any changes to a previously approved.
13. All new electric utilities shall be underground.
14. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site

Police Department Expansion - Site Development Plan Amendment – 230 Cypress Lane

improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.

15. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CC**.
16. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to CC or CO**.
17. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCC/CC**.
18. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
19. The General Contractor shall have a supervisor onsite during any and all construction activity in accordance with FS 489.1195.
20. **At the time of CC**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.



PROJECT NARRATIVE

Date: April 26, 2023
Project: Police Department Expansion Project
Location: 230 Cypress Lane, Palm Springs, FL 33461

Introduction

On behalf of the Village of Palm Springs, the applicant, we are requesting site plan approval for the construction of 13,169 square feet building addition to the existing Public Safety Building located at the above address on the Village's municipal campus.

Project Contact:

Agent: Song + Associates, Inc.
Jill Lanigan
1545 Centrepark Drive North
West Palm Beach, FL 33401
Phone: 561-655-2423, ext. 110
Mobile: 561-628-3188
Email: jlانigan@songandassociates.com

Project Description

The subject site area currently includes a one-story concrete masonry building which houses the Police Department in the western two-thirds of the building as well as three apparatus bays and support space for Fire Rescue in the eastern-most end of the building. The Fire Rescue areas and apparatus bays are not included in the project scope. However, all exterior walls and openings are being addressed for maintenance and replacement of windows for storm hardening.

Since the original construction of the building the Police Department has grown in staff as well as adapting to new procedures and responsibilities in their public services. One of the primary goals of this project is to re-organize the department groups to improve efficiency of functions and to accommodate future growth and adaptability. The project includes a 13,169 SF two-story addition, and remodeling of the existing Police Department spaces.

When completed, the building areas will total 32,543 SF and is projected to serve the needs of the department for the next 20 years and beyond.

The two-story addition is proposed to wrap the north façade and a portion of the west façade of the existing building. The design presents an opportunity for an improved civic presence when approaching the campus from the north on Cypress Lane from Alameda Drive. A new two-story glass lobby will align with the Cypress Lane approach. The lobby is designed to feel welcoming and comforting to all residents from children passing by on their way to the sports fields or crime victims coming to the facility.

Song + Associates, Inc.

Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T: 561.655.2423 F: 561.655.1482

American Institute of Architects / NCARB

The proposed exterior materials are currently being reviewed by the Village staff and will be presented to Council for their input. The proposed materials include textured stucco in horizontal banding with panels between the windows. Between the ground and second floor inset panels will be finished with either a wood-look ceramic tile or a precast stone relief with a palm motif. The exterior colors will be natural stone and sand color tones. A metal panel façade at the top of the entry lobby volume will incorporate signage. Sunshades will be included above the windows and wrapping the entry lobby. The panels, sunshades, and glass frames will be metal with a color to be selected. Possible colors include clear anodized, dark gray, or dark blue.

Flag poles are proposed for the northwest corner of the new addition. The new spaces also include a community meeting room adjacent to the new lobby and opening to a small green space on the west side of the addition area. The meeting room can serve a variety of events for the public from public information and press conferences, to educational events, and neighborhood watch programs. The flexible meeting space can be used for police training and serve as part of the Emergency Operations command center.

The existing parking lot on the west side of the building will be modified to accommodate the expansion area, provide additional green space, and improve traffic circulation and parking for ease of use. The area on the west side will also be gated to expand the secured parking area for Police.

The entire facility will be hardened for improved storm resilience, allowing the building to serve as an Emergency Operations Center with uninterrupted power and system redundancy. As a 'Critical Facility' the building will be suitable for use during a storm event as well as through recovery periods.

Zoning

Future Land Use: Municipal
Zoning: G – Governmental
Subdivision: Village of Palm Springs Governmental Area
Property Control: 70-43-44-18-38-002

The proposed improvements and expansion are consistent with the applicable regulations.

Site Elements

Vehicular + Pedestrian Circulation

As mentioned previously, the proposed addition will create a strong civic presence on the north side of the campus and naturally improve wayfinding with the two-story lobby element.

Setbacks

The proposed expansion is in compliance with the site setbacks.

Hardscape:

A plaza hardscape area will be incorporated surrounding the new lobby and along the west side of the building to create a patio from the community meeting room.

Landscaping: Enhanced landscaping will include foundation plantings and trees around the addition and parking areas.

宋

Song + Associates

Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, Florida 33401

Telephone: 561-655-2423
Fax: 561-655-1482
AA - 0003165 IB - 0001095

Seal :

Robert Castrovinci
AR98054

Robert Castrovinci
AR98054

Robert Castrovinci
AR98054

COPYRIGHT © 2022 SONG & ASSOCIATES, INC. ALL RIGHTS RESERVED. These drawings and specifications are instruments of service and shall remain the property of Song & Associates, Inc. whether the project for which they were prepared is executed or not. They are not to be used in any manner on other projects or extensions to this project except by agreement in writing with the appropriate compensation to Song & Associates, Inc. Reproduction of drawings or specifications without the written consent of Song & Associates, Inc. is prohibited.

DISCLOSURE WARNING: THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL FROM SEC. 119 (2)(1), FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE OF PALM SPRINGS.

THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE VILLAGE OF PALM SPRINGS. IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW, THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION OR IF THE DOCUMENTS ARE LOST OR STOLEN. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, CONTRACTOR SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

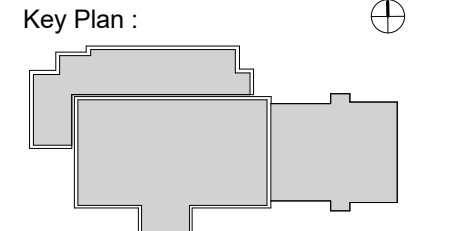
VILLAGE OF PALM SPRINGS



VILLAGE OF PALM SPRINGS POLICE BUILDING EXPANSION

230 CYPRESS LN,
PALM SPRINGS, FL
33461

Key Plan :



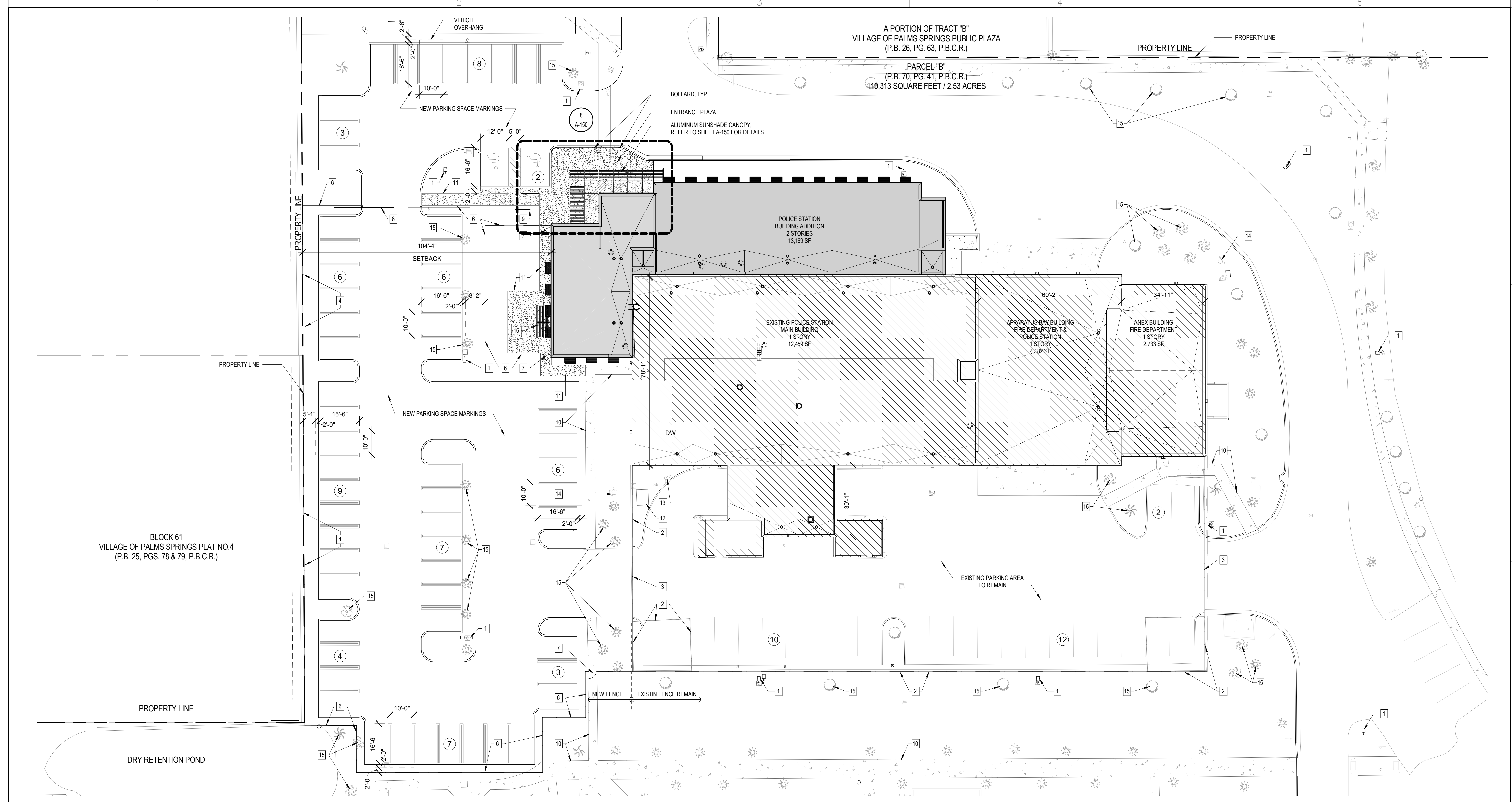
REVISION	DATE

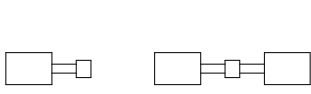
Date : 04-21-2023
S+A Project No : 19034
Owner Project No :
Drawn By : HC
Checked By : RC
Phase :
SITE PLAN APPROVAL SUBMITTAL
Sheet Title :

SITE PLAN

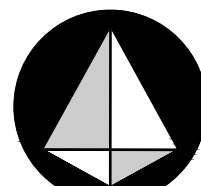
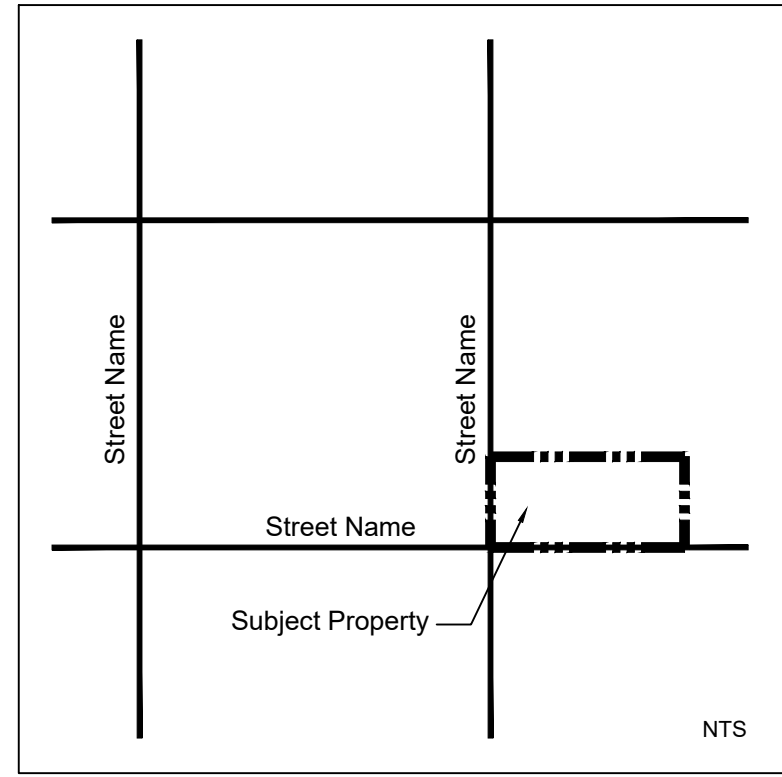
Sheet # :

A-100

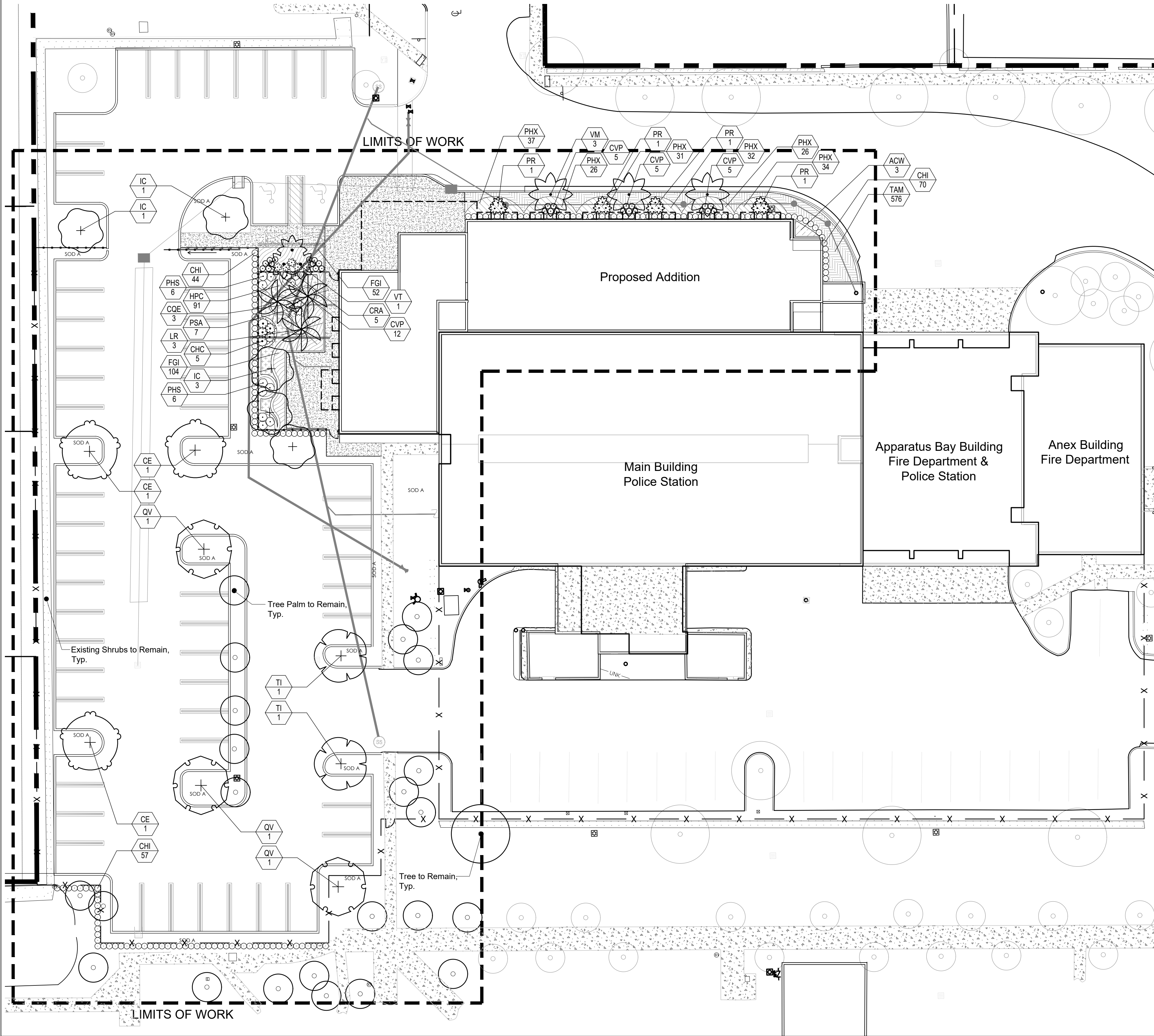
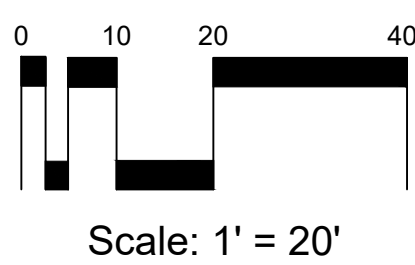


SITE PLAN LEGEND		SITE KEY NOTE		SITE DATA		
	EXISTING BUILDING	1	NEW LIGHT POLE, TYP. REFER TO ELECTRICAL DRAWINGS FOR DETAILS	SITE DATA:		
	BUILDING ADDITION	2	EXISTING CHAIN LINK FENCE TO REMAIN	BUILDING CALCULATIONS:		
	NEW CONCRETE SIDEWALK	3	EXISTING CHAIN LINK ROLLING GATE TO REMAIN	PARKING CALCULATIONS:		
	PROPERTY LINES	4	PROPOSED VINYL COATED CHAIN LINK FENCE, TYP. REFER TO 03/A-151 FOR DETAILS	NAME OF PROJECT:	VILLAGE OF PALM SPRINGS - POLICE BUILDING RENOVATION & EXPANSION	EXISTING BUILDING HEIGHT: 27'-6"
	EXISTING CHAIN LINK FENCE	5	PROPOSED VINYL COATED SINGLE LEAF CHAIN LINK GATE, TYP. REFER TO 04/A-151 FOR DETAILS (NOT USED)	LAND USE DESIGNATION:	MUNICIPAL	MAXIMUM ALLOWED BUILDING HEIGHT: 35'-0"
	NEW CHAIN LINK FENCE	6	PROPOSED PICKET FENCE, TYP. REFER TO 7/A-150 FOR DETAILS	ZONING:	G - GOVERNMENTAL	PROPOSED BUILDING EXPANSION NEW HEIGHT: 35'-0"
	PICKET FENCE	7	PROPOSED SINGLE LEAF PICKET GATE, TYP. REFER TO 9/A-150 FOR DETAILS	PROPERTY LOT ADDRESS:	226 CYPRESS LANE, PALM SPRINGS, FL 33461	EXISTING BUILDING AREA: 19,374 SF
	NEW SITE LIGHTS	8	PROPOSED DOUBLE PICKET ROLLING GATE, TYP. REFER TO 10/A-150 FOR DETAILS	SUBDIVISION:	VILLAGE OF PALM SPRINGS GOVERNMENTAL AREA	PROPOSED BUILDING EXPANSION AREA: 13,169 SF
		9	PROPOSED 25'-0" TAPERED ALUMINUM FLAG POLE, TYP. REFER TO 02/A-150 FOR DETAILS	MUNICIPALITY:	PALM SPRINGS	NEW TOTAL BUILDING AREA: 32,543 SF
		10	EXISTING CONCRETE SIDEWALK TO REMAIN			AREA OF PARCEL: 851,149 SF
		11	PROPOSED CONCRETE SIDEWALK, REFER TO CIVIL DRAWINGS FOR DETAILS			MAXIMUM ALLOWED LOT COVERAGE: 45%
		12	EXISTING FPL TRANSFORMER TO REMAIN			TOTAL AREA OF EXISTING BUILDINGS ON PARCEL: 63,677 SF
		13	EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN			LOT COVERAGE OF EXISTING BUILDINGS ON PARCEL: 7.48%
		14	EXISTING FIRE HYDRANT TO REMAIN			PROPOSED NEW TOTAL AREA BUILDINGS ON PARCEL: 76,785 SF
		15	EXISTING VEGETATION TO REMAIN, TYP. REFER TO TREE DISPOSITION PLAN ON SHEET TD1 FOR DETAILS.			PROPOSED NEW LOT COVERAGE ON PARCEL: 9.02%
		16	ALUMINUM CANOPY, TYP. REFER TO 1/A-152 FOR DETAILS			

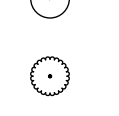
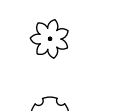
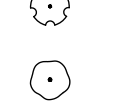
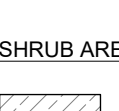
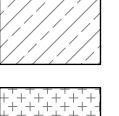
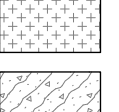
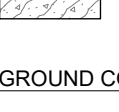
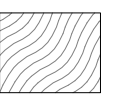
LOCATION MAP



North



PLANT SCHEDULE AFFECTED AREA

SHADE TREES	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	CLEAR TRUNK	CALIPER/DBH	NATIVE	WATER USE
	CE	3	Conocarpus erectus / Green Buttonwood Single Straight Trunk, No Low Crotch	12' OA	4'	4' CT Min.	2.5" CAL	Yes	Low
	QV	3	Quercus virginiana / Southern Live Oak Single Straight Trunk, No Low Crotch	12' OA	4'	4' CT Min.	2.5" CAL	Yes	Low
FLOWERING/ACCENT TREES	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	CLEAR TRUNK	CALIPER/DBH	NATIVE	WATER USE
	IC	5	Ilex cassine / Dahoon Holly Single Straight Trunk, No Low Crotch	12' OA	4'	4' CT Min.	2.5" CAL	Yes	Low
	TI	2	Tabebuia impetiginosa / Pink Trumpet Tree Single Straight Trunk, No Low Crotch	12' OA	4'	4' CT Min.	2.5" CAL	No	Low
PALM TREES	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	CLEAR TRUNK	CALIPER/DBH	NATIVE	WATER USE
	LR	3	Livistona decora / Ribbon Palm Matched	8' CT	12'	8' CT	N/A	No	Low
	PR	4	Phoenix roebelenii / Pygmy Date Palm Multi-Trunk Full Heads, Triple Trunked, Matched	4-5 OA	5'	3' CT	N/A	No	Low
	VM	3	Veitchia montgomeryana / Single Montgomery Palm Single Trunk, Matched	10' CT	10'	10' CT	N/A	No	Low
	VT	1	Veitchia montgomeryana / Triple Montgomery Palm Single Trunk, Matched	10' CT	15'	10' CT	N/A	No	Low
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	NATIVE	WATER USE	
	CHC	5	Chamaedorea cataractarum / Cascade Palm Full, Matched	36"	36"	48" OC	No	Low	
	CHI	171	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum Full to Base	18"	18"	24" OC	Yes	Low	
	CVP	27	Codiaeum variegatum 'Sloppy Painter' / Sloppy Painter Croton Full	24"	24"	24" OC	No	Medium	
	CRA	5	Crinum augustum / Green Crinum Lily Full, Matched	30"	30"	As Shown	No	Low	
	CQE	3	Crinum augustum 'Queen Emma' / Queen Emma Crinum Lily Full, Matched	30"	30"	As Shown	No	Low	
	PHS	12	Philodendron selloum / Selloum Full	24"	24"	36" OC	No	Medium	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	NATIVE	WATER USE	
	ACW	3	Acalypha wilkesiana / Wilkes' Copperleaf Full	24"	24"	36" OC	No	Low	
	HPC	91	Hamelia patens 'Compacta' / Dwarf Firebush Full	18"	18"	18" OC	Yes	Low	
	PSA	7	Pennisetum setaceum 'Alba' / White Fountain Grass Full	24"	24"	48" OC	No	Low	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	NATIVE	WATER USE	
	FGI	156	Ficus microcarpa 'Green Island' / Green Island Ficus Full	12"	12"	18" OC	No	Low	
	PHX	186	Philodendron xanadu / Xanadu Philodendron Full	14"	14"	18" OC	No	Medium	
	SOD A	5,018 sf	Stenotaphrum secundatum / St. Augustine Grass Solid Sod, Stagger Seams, Contracto to Verify Quantity Prior to Bid, Sod all Disturbed Areas	N/A	N/A	Sod	No	High	
	TAM	576	Trachelospermum asiaticum 'Minima' / Minima Asiatic Jasmine Full	4"	12"	12" OC	No	Low	

LANDSCAPE NOTES

- FDOT Type D or F curb shall be provided along the perimeter of all landscape, open space, drainage and grassed areas adjacent to paved vehicular use areas, except where wheel stops are provided.
- Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30" and 8' above crown of road.
- Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscaped areas. In the event a tree cannot be planted due to a conflict, the Landscape Architect must be notified.
- All plant material is to be installed at the height, spread and DBH or Caliper shown in the Plant List, container sizes are given as a suggestion only. Caliper measurements shall be taken according to the Florida Grades and Standards.
- No muck-grown sod shall be utilized in detention areas.
- All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing a minimum of 150% coverage.
- Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities but not deleted from the site. In any case the trees shall be located in the field in accordance with the planting details shown hereon.
- Trees are to be installed with a ten foot (10') separation from any water or sewer main and/ or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements. However, in no case shall a tree encroach into a PBCUE without prior PBCWUD approval and only sod can be installed within 7.5' of a fire hydrant unless otherwise approved by the Fire Marshal.
- All parking lot islands, and any other areas on site with baserock, shall be excavated to a minimum depth of the native soil on site and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.
- All substitutions or modifications from the approved Landscape Plan must be submitted and approved by the Landscape Architect in writing.
- All ground-mounted equipment shall be screened from view.
- Prior to C.O., the site must have 100% sod coverage, including greenspace in the directly adjacent ROW. All disturbed areas must be sodded including all areas used for staging and maneuvering that may not be indicated on the Landscape Plan.
- Any equipment (condensing units, transformers, ect) must not interfere with proposed parking lot trees. One trees must be planted in each island.

LANDSCAPE PLAN

1

SCALE: 1" = 20'-0"



宋

Song + Associates

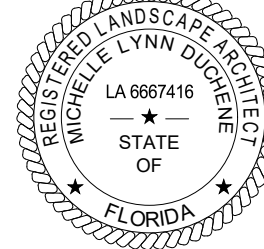
Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, Florida 33401

Telephone: 561-655-2423
Fax: 561-655-1482

AA - 0003165 IB - 0001095

Seal :



Name : Michelle L. Duchene

License # : LA6667416

Consultants :



COPYRIGHT © 2022 SONG & ASSOCIATES, INC. ALL RIGHTS RESERVED. These drawings and specifications are instruments of service and shall remain the property of Song & Associates, Inc. whether the project for which they were prepared is executed or not. They are not to be used in any manner on other projects or extensions to this project except by agreement in writing with the appropriate compensation to Song & Associates, Inc. Reproduction of drawings or specifications without the written consent of Song & Associates, Inc. is prohibited.

DISCLOSURE WARNING: THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL FROM SEC. 119.07(1), FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE OF PALM SPRINGS.

THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE VILLAGE OF PALM SPRINGS. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE OF PALM SPRINGS.

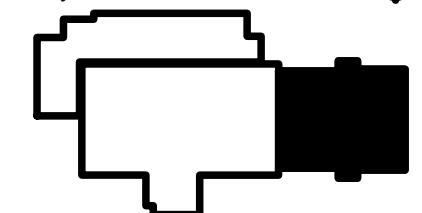
VILLAGE OF
PALM SPRINGS



VILLAGE OF PALM
SPRINGS POLICE
BUILDING EXPANSION

230 CYPRESS LN,
PALM SPRINGS, FL
33461

Key Plan :



REVISION	DATE

Date : 05-11-2023

S+A Project No : 19034

Owner Project No :

Drawn By : RR

Checked By : MLD

Phase :

95% CONSTRUCTION
DOCUMENTS

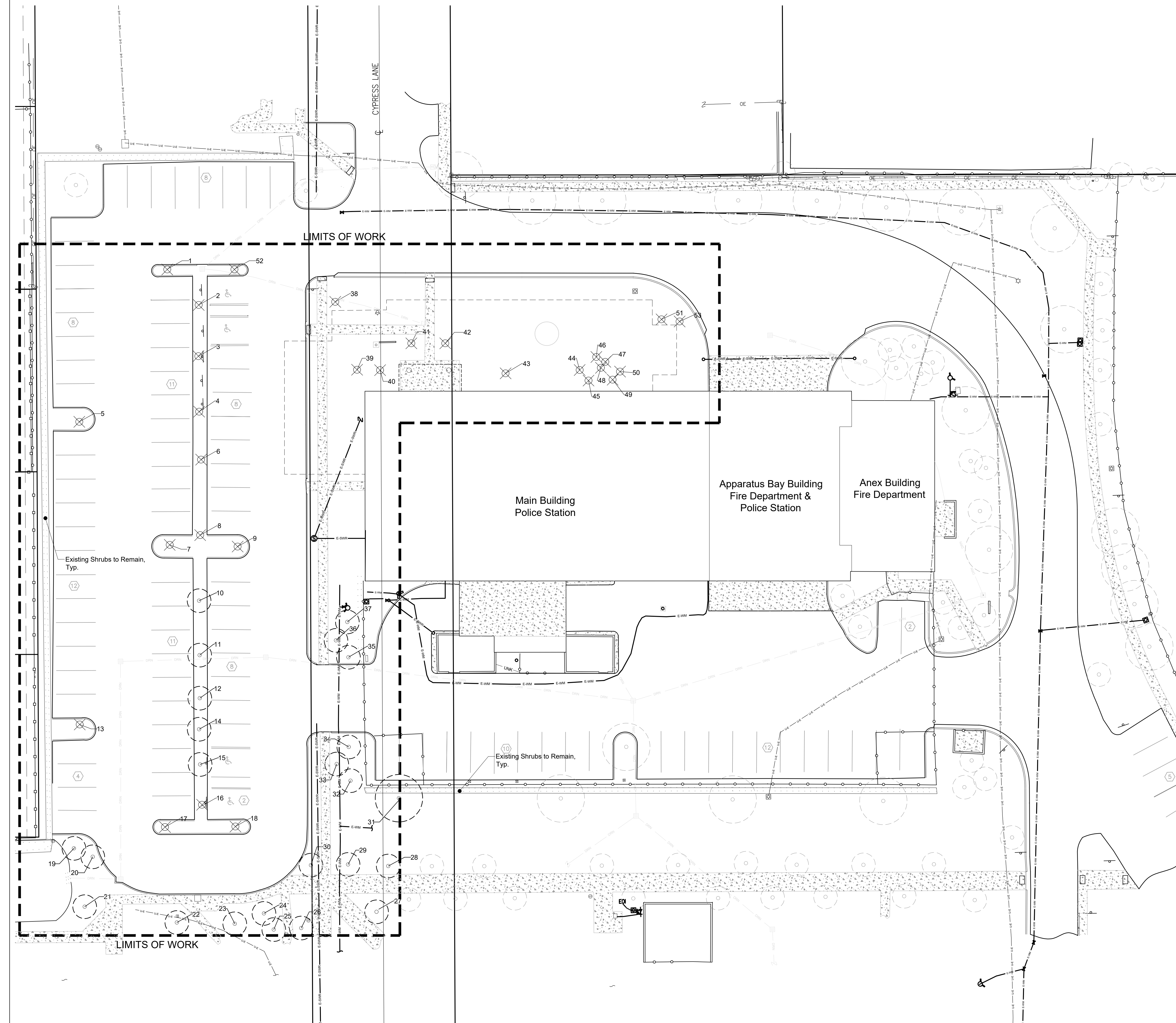
Sheet Title :

LANDSCAPE
PLAN

Sheet # :

LP1

DATE: 9/27/2023 3:45:00 PM



SYMBOL KEY

- Tree to be Preserved
- Palm to be Preserved
- Tree/Palm to be Relocated
(Refer to Landscape Plan for Final Location)
- Tree/Palm to be Removed

VEGETATION DISPOSITION CHART				
Tag No.	Species Name (Common)	Species Name (Botanical)	Size ¹	Proposed Disposition
1	Hong Kong Orchid Tree	Bauhinia blakeana	12"	Remove
2	Sabal Palm	Sabal palmetto	8"	Remove
3	Sabal Palm	Sabal palmetto	8"	Remove
4	Sabal Palm	Sabal palmetto	8"	Remove
5	Hong Kong Orchid Tree	Bauhinia blakeana	14"	Remove
6	Sabal Palm	Sabal palmetto	8"	Remove
7	Hong Kong Orchid Tree	Bauhinia blakeana	14"	Remove
8	Sabal Palm	Sabal palmetto	8"	Remove
9	Hong Kong Orchid Tree	Bauhinia blakeana	14"	Remove
10	Sabal Palm	Sabal palmetto	8"	Preserve
11	Sabal Palm	Sabal palmetto	8"	Preserve
12	Sabal Palm	Sabal palmetto	8"	Preserve
13	Hong Kong Orchid Tree	Bauhinia blakeana	14"	Remove
14	Sabal Palm	Sabal palmetto	8"	Preserve
15	Sabal Palm	Sabal palmetto	10"	Preserve
16	Sabal Palm	Sabal palmetto	10"	Remove
17	Hong Kong Orchid Tree	Bauhinia blakeana	3"	Remove
18	Hong Kong Orchid Tree	Bauhinia blakeana	6"	Remove
19	Date Palm	Phoenix dactylifera	20"	Preserve
20	Coconut Palm	Cocos nucifera	8"	Preserve
21	Coconut Palm	Cocos nucifera	6"	Preserve
22	Tripple Adonidia Palm	Adonidia merrillii	3-4"	Preserve
23	Tripple Adonidia Palm	Adonidia merrillii	3-4"	Preserve
24	Tripple Adonidia Palm	Adonidia merrillii	2-4"	Preserve
25	Royal Palm	Roystonea regia	12"	Preserve
26	Royal Palm	Roystonea regia	10"	Preserve
27	Royal Palm	Roystonea regia	14"	Preserve
28	Royal Palm	Roystonea regia	12"	Preserve
29	Royal Palm	Roystonea regia	10"	Preserve
30	Tripple Adonidia Palm	Adonidia merrillii	2-4"	Preserve
31	Oak Tree	Quercus virginiana	18"	Preserve
32	Sabal Palm	Sabal palmetto	8"	Preserve
33	Sabal Palm	Sabal palmetto	8"	Preserve
34	Sabal Palm	Sabal palmetto	8"	Preserve
35	Sabal Palm	Sabal palmetto	8"	Preserve
36	Sabal Palm	Sabal palmetto	7"	Preserve
37	Sabal Palm	Sabal palmetto	10"	Preserve
38	Hong Kong Orchid Tree	Bauhinia blakeana	12"	Remove
39	Royal Palm	Roystonea regia	12"	Remove
40	Royal Palm	Roystonea regia	12"	Remove
41	Royal Palm	Roystonea regia	12"	Remove
42	Royal Palm	Roystonea regia	14"	Remove
43	Royal Palm	Roystonea regia	12"	Remove
44	Coconut Palm	Cocos nucifera	10"	Remove
45	Chinese Fan Palm	Livistonia chinensis	10"	Remove
46	Chinese Fan Palm	Livistonia chinensis	10"	Remove
47	Chinese Fan Palm	Livistonia chinensis	8"	Remove
48	Coconut Palm	Cocos nucifera	10"	Remove
49	Chinese Fan Palm	Livistonia chinensis	12"	Remove
50	Coconut Palm	Cocos nucifera	8"	Remove
51	Chinese Fan Palm	Cocos nucifera	2-6"	Remove
52	Hong Kong Orchid Tree	Bauhinia blakeana	5"	Remove
53	Chinese Fan Palm	Livistonia chinensis	2-6"	Remove
				TOTAL: 53

TREE DISPOSITION PLAN

1

SCALE: 1" = 20'-0"

N

宋

Song + Associates

Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, Florida 33401

Telephone: 561-655-2423
Fax: 561-655-1482
AA - 0003165 IB - 0001095

Seal :

REGISTERED LANDSCAPE ARCHITECT
LA 0667416
STATE OF FLORIDA

Name : Michelle L. Duchene
License # : LA0667416
Consultants :

Morton

PLANNING | LANDSCAPE ARCHITECTURE

3910 RCA Blvd, Suite 1015
Palm Beach Gardens, FL 33410
(561)500-5060

COPYRIGHT © 2022 SONG & ASSOCIATES, INC. ALL RIGHTS RESERVED. These drawings and specifications are instruments of service and shall remain the property of Song & Associates, Inc. whether the project for which they were prepared is executed or not. They are not to be used in any manner on other projects or extensions to this project except by agreement in writing with the appropriate compensation to Song & Associates, Inc. Reproduction of drawings or specifications without the written consent of Song & Associates, Inc. is prohibited.

DISCLOSURE WARNING: THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL FROM SEC. 119.07(1), FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE OF PALM SPRINGS.

THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE VILLAGE OF PALM SPRINGS. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE OF PALM SPRINGS.

FOR ORIGINAL DISTRIBUTION OR IF THE DOCUMENTS ARE LOST OR STOLEN, UPON COMPLETION OF USE, WORK, PROJECT OR CONTRACT, CONTRACTOR SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

VILLAGE OF PALM SPRINGS

THE VILLAGE OF PALM SPRINGS
FLORIDA

PALM SPRINGS

VILLAGE OF PALM SPRINGS POLICE BUILDING EXPANSION

230 CYPRESS LN,
PALM SPRINGS, FL 33461

Key Plan :

REVISION	DATE

Date : 05-11-2023

S+A Project No : 19034

Owner Project No :

Drawn By : RR

Checked By : MLD

Phase : 95% CONSTRUCTION DOCUMENTS

Sheet Title :

TREE DISPOSITION PLAN

Sheet # :

TD1



VILLAGE OF PALM SPRINGS
POLICE DEPARTMENT
Exterior Renderings

May 24th, 2023



Visitor
Parking

Outdoor
Patio/
Green

Meeting/
Training/
EOC

2 Story
Expansion

Existing
1 Story
Police Building







PALM SPRINGS
POLICE
PALM SPRINGS

Exterior Color B

Dark Blue Aluminum Frame on Entry Tower + Dark Coral Beige Field Color



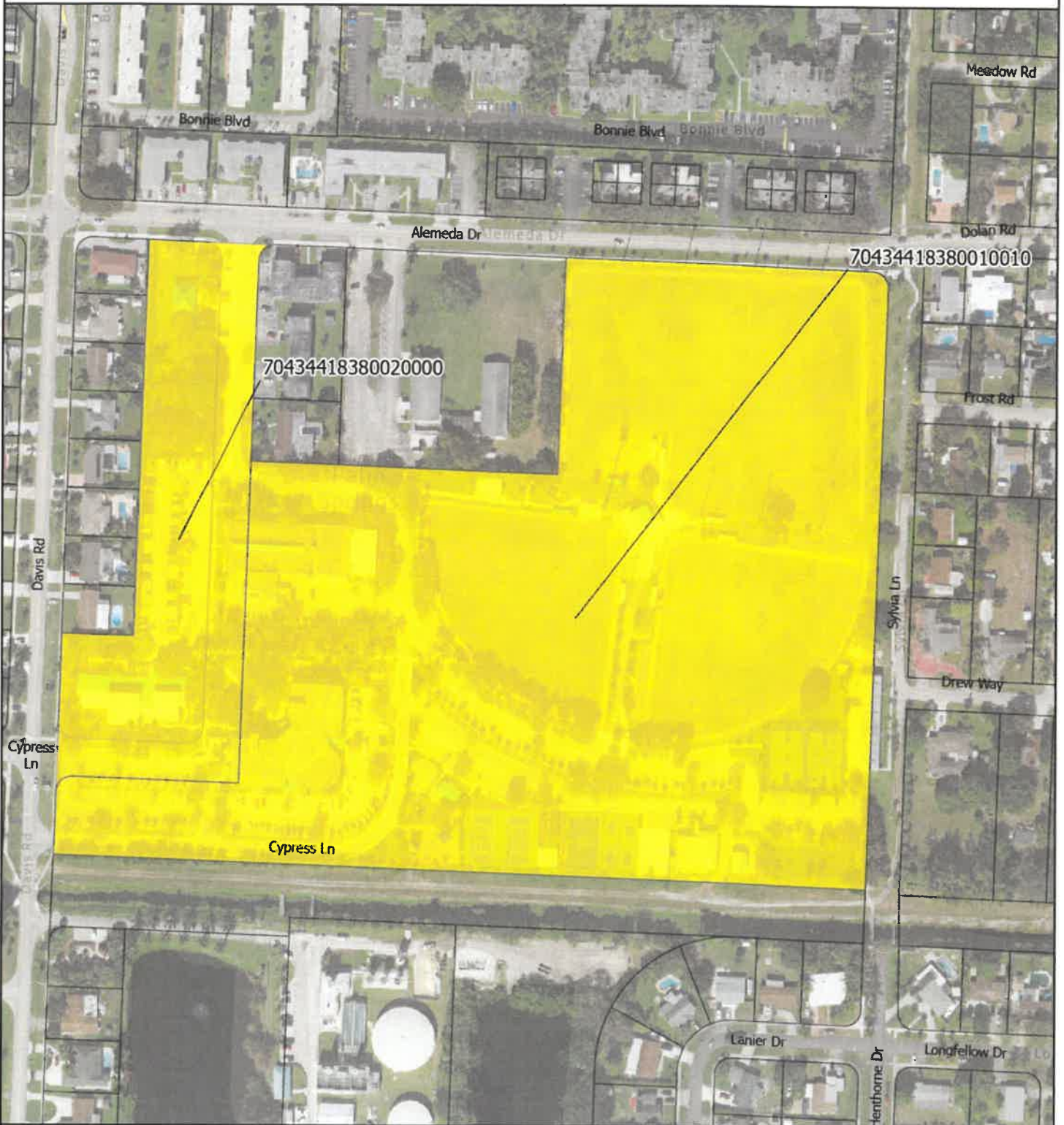
Exterior Color B





VILLAGE OF PALM SPRINGS

Police Department Expansion



- Legend
- Proposal Parcel
 - Parcels
 - Village Boundary

Date: 5/25/2023
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

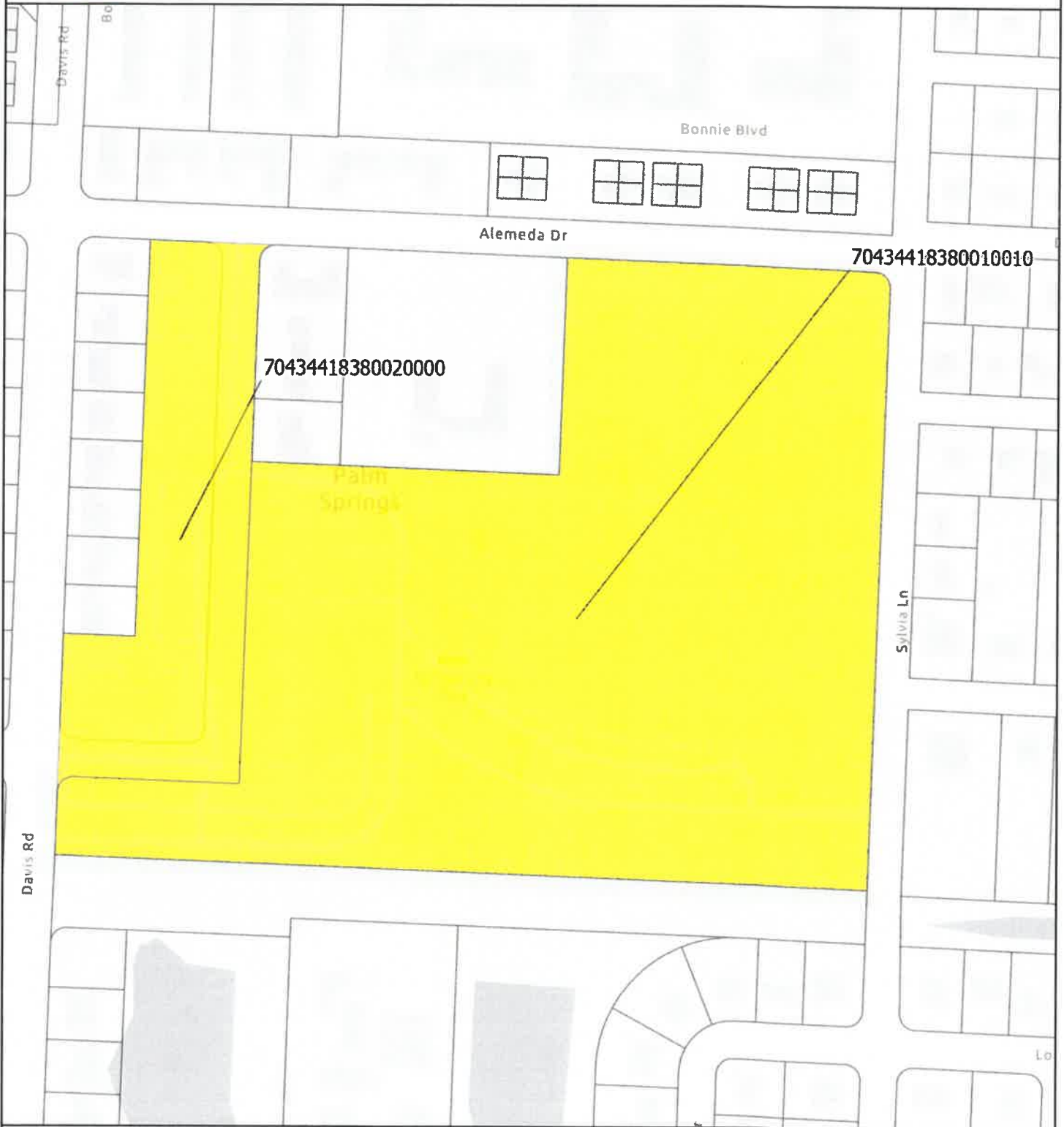
0 250
Feet

FE Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Police Department Expansion



Legend

-  Proposal Parcel
-  Parcels
-  Village Boundary

Date: 5/25/2023

When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250
Feet

 Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: June 22, 2023

DEPARTMENT: Administration

ITEM #6: Resolution No. 2023-31 - Preliminary Garbage Non Ad-Valorem Assessment Rates - FY 2023

SUMMARY: The Village Council adopted Resolution No. 2023-31, setting the preliminary Non-Ad-Valorem assessment rates for Fiscal Year 2023-31. As a result, Resolution No. 2023-31 proposes to set the preliminary Non-Ad-Valorem assessment roll rates to provide a uniform method for collecting this assessment for garbage, trash and recyclables collection services in the Village on the Palm Beach County Tax Notices.

The proposed rates for Fiscal Year 2023-2024 will be as follows:

Single Family Homes	\$ 225
Multi-Family Homes	\$ 140
Mobile Homes	\$ 140

The Council originally established the uniform method for collecting garbage, trash and recyclables services on the Palm Beach County Tax Notices by adoption of Resolution No. 2008-17 in February 2008. This Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The Council has adopted a corresponding resolution each year setting rates for the upcoming fiscal year. The proposed Resolution would establish the Non Ad-Valorem rates for garbage based on the cost of collection and disposal at that time. The projected price includes a 9% contract increase effective April 1, 2023. This contract expires April 1, 2024. Furthermore, a potential increase in the Village's contract with a contractor hauler needs to be considered. In an effort to assist with the reduced administrative margin to offset staff costs, it is necessary to increase rates.

FISCAL IMPACT:

The projected total annual revenue that the Village would assess is expected to be \$1,605,250 (which is at a 96% collection rate).

ATTACHMENTS:

1. Resolution No. 2023-31 Preliminary Non Ad Valorem Assessment Rates 23-24

RESOLUTION NO. 2023-31

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2023 - 2024 SO AS TO PROVIDE A UNIFORM METHOD FOR COLLECTING A NON-AD VALOREM ASSESSMENT FOR GARBAGE, TRASH AND RECYCLABLES COLLECTION SERVICES AND RELATED SERVICES ON THE PALM BEACH COUNTY TAX NOTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs previously adopted Resolution No. 2008-17 on February 14, 2008, stating the intent of the Village to use the Uniform Method of Collecting a Non-Ad Valorem Assessment for garbage, trash and recyclables collection services and other related services for all parcels within the incorporated boundaries of the Village and to include all future annexation of properties into the future during the effective time of the resolution; and

WHEREAS, Resolution No. 2023-31 adopts a preliminary non-ad valorem assessment roll for fiscal year 2023 - 2024; and

WHEREAS, the Village Council has determined to consider a preliminary non-ad valorem assessment roll for fiscal year 2023 - 2024, on all parcels within the incorporated municipal boundaries of the Village of Palm Springs, including all parcels of land annexed into the Village from the boundaries set at the time of Resolution No. 2008-17 into the future during the effective term of the resolution.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. The Preliminary Non-Ad Valorem Assessment rates per computed parcels for the Village of Palm Springs for purposes of TRIM for the Fiscal Year 2023 - 2024 are hereby adopted as follows:

Single Family Homes	\$225
Multi-Family Homes	\$140
Mobile Homes	\$140

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	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of June 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: June 22, 2023

DEPARTMENT: Public Works

ITEM #7: Resolution 2023-32 - Stormwater Non Ad-Valorem Assessment Rates - FY 2023

SUMMARY: The proposed Resolution sets the preliminary Non Ad-Valorem assessment roll rates for Fiscal Year (FY) 2024 and provides a uniform method for collecting this assessment for the stormwater management services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 23-24 will be the same as last year:

	Annual Rate
Single Family Residential Condominiums	\$48
Multifamily	\$48
Commercial (Under 2 ESU's)	\$48
Commercial (2 to 4.99)	\$96
Commercial (5 to 9.99 ESU's)	\$180
Commercial (10 ESU's and above)	\$240

The Village Council originally established the uniform method for collection and funding the Village's stormwater management services and projects in July 2016 (Resolution No. 2016-51). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The proposed fees and all related data will be submitted to the PBC Property Appraiser's Office and the PBC Information Systems Services department, which provides billing services for the Village.

FISCAL IMPACT:

The proposed FY 2024 rates are the same as last year's rates.

ATTACHMENTS:

1. Resolution No. 2023-32 Approval of Non-Valorem Stormwater

RESOLUTION NO. 2023-32

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING USER RATES FOR STORMWATER MANAGEMENT ASSESSMENTS FOR EACH PARCEL WITHIN THE BENEFITTED AREA, OTHER THAN NON-ASSESSED PROPERTY; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR THE PRELIMINARY HEARING OF THE STORMWATER ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida, did, on July 9, 2015, adopt Ordinance No. 2015-27, which provides for the creation and establishment of a Village-wide Stormwater Management System; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015, adopt Ordinance No. 2015-43 which amended Chapter 78 of the Code of Ordinances of the Village of Palm Springs to provide for the method of establishing and collecting Stormwater Management Assessments; and

WHEREAS, the statutory authority for the creation and implementation of Ordinance No. 2015-27, as amended, is predicated on Article VIII, Section 2(b) of the Florida Constitution; Chapter 166, Florida Statutes, as amended and supplemented; Section 403.0893, Florida Statutes, as amended and supplemented; Chapter 197, Florida Statutes, as amended and supplemented; and other applicable provisions of law; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015 adopt Resolution No. 2015-90 stating the intent to use the uniform method of collecting a non-ad valorem assessment for stormwater utility fees; and

WHEREAS, the Village Council of the Village of Palm Springs has found that owners, tenants, and occupants of property within the geographical boundaries of the Village will derive a special benefit from the effective management of stormwater and other surface water and from the operation, maintenance, and expansion of the stormwater management system; and

WHEREAS, Chapter 78 of the Code of Ordinances of the Village of Palm Springs establishes that the rate for stormwater management assessments for each parcel within the benefited area, other than with respect to non-assessed property, shall be established each year by resolution of the Village Council; and

WHEREAS, billing and collection of the stormwater management assessment shall be accomplished utilizing the uniform method of collection; and

WHEREAS, a rate for stormwater management assessments for the various classes of property (other than non-assessed property) within the benefited area has been calculated as provided in the “Stormwater Study for Justification of Interim Fees”, (previously adopted by the Village Council at its July 9, 2015 meeting) and as further set forth in Section 2 of this resolution; and

WHEREAS, a public hearing on this resolution setting the rates for the purposes of adopting and certifying a stormwater assessment roll is duly noticed; and

WHEREAS, the Village, upon adoption of the rates, shall review the stormwater assessment roll to determine its conformity with the proposed rate resolution and, if, upon the completion of such review the Village shall be satisfied that the Stormwater Management Assessment Roll has been prepared in conformity with the proposed rate resolution, it shall adopt said resolution and ratify and confirm the Stormwater Management Assessment Roll and certify that the Stormwater Management Assessment Roll is correct and proper and is to be used in collecting the stormwater management assessments. Thereafter, the Village Council, if no objections are made by persons affected by the assessment roll at the public hearing or if objections having been made are deemed insufficient by the Village Council, shall thereupon adopt the assessments as shown by the Assessment Roll; and

WHEREAS, the owner of each parcel within the benefited area for which a stormwater assessment is levied shall thereafter be responsible for payment, therefore.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. That the Village Council does hereby adopt, after public hearing, the preliminary rates as previously set forth which are as follows:

Single Family Residential and Condominiums	\$ 48.00 per year
Multi-Family Units	\$ 48.00 per year
Commercial (under 2 ESU's)	\$ 48.00 per year
Commercial (2 to 4.99 ESU's)	\$ 96.00 per year
Commercial (5 to 9.99 ESU's)	\$ 180.00 per year
Commercial (10 ESU's and above)	\$ 240.00 per year

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	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 8th day of JUNE 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 J. TORCIVIA, VILLAGE ATTORNEY