AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
SEPTEMBER 12, 2024
6:30 PM

COUNCIL

□ Mayor Bev Smith

□ Vice Mayor Patti Waller
□ Mayor Pro Tem Kim Schmitz
□ Council Member Joni Brinkman
□ Council Member Gary Ready

ADMINISTRATION

□ Village Manager Michael Bornstein
□ Village Attorney Christy Goddeau
□ Village Clerk Kimberly Wynn

If an individual wishes to challenge any decision made by the Council regarding any matter under consideration, they must have a copy of the proceedings. To do so, they may need to ensure that a complete and accurate record of the proceedings is available. This recording should include all testimonies and evidence that will form the basis of the appeal.

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 13, 2024, Local Planning Agency Meeting Minutes:** Motion to approve June 13, 2024, Local Planning Agency Meeting Minutes.
   Staff: Kimberly Wynn, Village Clerk

2. **June 13, 2024, Village Council Regular Meeting:** Motion for the approval of June 13, 2024, Village Council Regular Meeting Minutes.
   Staff: Kimberly Wynn, Village Clerk

3. **July 25, 2024, Village Council Budget Workshop Minutes:** Motion for the approval of the July 25, 2024, Village Council Budget Workshop Meeting.
   Staff: Kimberly Wynn, Village Clerk

4. **August 8, 2024, Village Council Regular Meeting Minutes:** Motion to approve August 8, 2024, Village Council Regular Meeting Minutes
   Staff: Kimberly Wynn, Village Clerk

5. **Approval of Insurance Renewal (FY 2025) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT)** Motion for the approval to renew insurance coverage for Property, Casualty, Liability, Special Coverage & Workers Compensation with Florida Municipal Insurance Trust (FMIT) for FY 2025.
   Staff: Kimberly Wynn, Village Clerk

6. **Approval of Village Council Meeting Schedule - FY 2025:** Motion for the approval of the Village Council Meeting schedule for FY 2025.
   Staff: Kimberly Wynn, Village Clerk

7. **Resolution No. 2024-43 - FY 24 Budget Transfer from Council Contingency - Finance Department:** Motion to approve Resolution No. 2024-43 for the Budget Transfer from Council Contingency in the amount of $139,527, to cover operational costs in multiple departments.
   Staff: Mara Frederiksen, Finance Director

8. **Resolution No. 2024-39 Purchase Order - (FY 2024 General Fund) - Public Works Department - Duval Ford:** Motion to approve Resolution No. 2024-39, a Purchase Order with Duval Ford through a Cooperative Agreement (FSA22-VEL-30) for $126,354.48 for two (2) Ford F250 utility trucks. Funding to support this purchase is available from the FY24 General Fund Budget - Public Works.
   Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

9. **Work Order Authorization No. 1 Safe Streets for All (SS4A) Vision Zero Action Plan (FY 24 General Fund) Public Works Department - Craven Thompson and Associates:** Motion for the approval of Work Authorization No. 1 to Craven Thompson and Associates for the development of a Safe Streets for All (SS4A)

Vision Zero Action Plan for the amount not to exceed $250,000. Craven Thompson was awarded the consulting services contract from RFQ2024R-01 and will be awarded Work Authorizations for associated consulting services. Funding is available from the USDOT FHWA SS4A grant in the amount of $200,000 with the Village contributing $50,000 in matching funds.

Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

10. **Termination of Utility Easement - Utilities Department - 2601 and 2603 10th Avenue North:** Motion for the approval to terminate a Utility Easement agreement located at 2601 and 2603 10th Avenue North (Northwest corner of Florida Mango Road and 10th Avenue North) at the request of the current property owner to allow for a turning lane into the property and a right-of-way dedication to Palm Beach County.

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

11. **Revised CDBG Capital Improvement Agreement - Street Lighting Project - FY25 Public Works Department - Palm Beach County:** Motion to approve a modification to the CDBG Capital Improvement Agreement with Palm Beach County approved by Village Council on July 25, 2024, to include Exhibit "B" which the Federal Provisions and Certifications as required by Federal law to be incorporated into the agreement.

    Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

12. **Resolution No. 2024-42 - Emergency Purchase Order for the Police Department's Existing Building HVAC System Control Upgrades (FY24 General Fund) Police Department - Advanced Control Corporation:** Motion to approve resolution No. 2024-42, to ratify an emergency purchase order with Advanced Control Corporation in the amount not to exceed $55,921.00 to immediately procure the necessary parts and equipment to resolve HVAC problems at the existing Police Department Building at 230 Cypress Lane, Palm Springs. Funding for this project is available from #01229-56200.

    Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

13. **Water Main Capacity Improvements WM1-1 – (Task Order # 342) Work Authorization No. KU-U23 – Utilities Department (FY 2024 – Water & Sewer Enterprise Fund) – Kimley Horn & Associates:** Motion to approve Work Authorization KU-U23 (Task Order # 342) with Kimley Horn & Associates in the amount of $166,000.00 for professional engineering services associated with the Water Main Capacity Improvements WM1-1. Funding to support the work authorization is available from the FY 2024 Budget - Water & Sewer Enterprise Fund.

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

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

14. **Presentation from the Palm Beach County Office of the Inspector General - Rhonda Geiger**
    Staff: Kimberly Wynn, Village Clerk

15. **Recognizing Hispanic Heritage Month Proclamation - September 15, 2024–October 15, 2024**
    Staff: Lauren Bennett, Assistant Parks & Recreation Director, Juan Ruiz, Director of Parks and Recreation

16. **Florida Festival and Events Association Awards**
    Staff: Lauren Bennett, Assistant Parks & Recreation Director, Juan Ruiz, Director of Parks and Recreation

REGULAR AGENDA

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

17. ***(First Reading)* Ordinance No. 2024-07 - Establish FY 24-25 Millage Rates - Operating & Debt Service:** Motion to approve Ordinance No. 2024-07 on First Reading for the FY 24-25 operating millage rate for the Village of Palm Springs is hereby levied for 3.5000 mills which is a 1.12% decrease, below the rolled-back rate of $3.5396. The real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for a nonexempt valuation of $1,989,329,411 and of tangible personal property for nonexempt valuation of $86,692,464 of a total gross taxable value for operating purposes of $2,076,021,875. If approved, the final public hearing to adopt the FY 24-25 millage rate for operating and debt service is scheduled for September 26, 2024.
    Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

18. ***(First Reading)* Ordinance No. 2024-08 - Adopt FY 2024-2025 Budget:** Motion to approve Ordinance No. 2024-08; adopting an annual budget for the year beginning October 1, 2024, and ending September 30, 2025, in the amount of $102,036,208 for the Village's projected operating expenditures on First Reading.
    Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, SEPTEMBER 26, 2024, 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. 8421

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. 8422

MINUTES
LOCAL PLANNING AGENCY MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ▪ PALM SPRINGS, FL 33461
JUNE 13, 2024
6:30 PM

COUNCIL

□ Mayor Bev Smith
□ Vice Mayor Patti Waller □ Mayor Pro Tem Kim Schmitz
□ Council Member Joni Brinkman □ Council Member Gary Ready

ADMINISTRATION

□ Village Manager Michael Bornstein □ Village Attorney Christy Goddeau
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CALL TO ORDER

Mayor Bev Smith called the Local Planning Agency Meeting to Order at 6:30 PM.

ROLL CALL

Present: Mayor Bev Smith, Vice Mayor Joni Brinkman, Mayor Pro Tem Patti Waller, Council Member Kim Schmitz, and Council Member Gary M. Ready

Absent: None

Also present are Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-

Castro, Police Chief Thomas Ceccarelli, Sergeant-In-Arms, Planning, Zoning, Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Director of Library Services Jossie Maliska and Parks and Recreation Director Juan Ruiz.

AGENDA

Public Hearing for amending the Comprehensive Land Use Plan by revising the Future Land Use Map and amending the Official Land Development District Zoning Map of the Village by amending and rezoning the following properties in the Village of Palm Springs:

1. **Ordinance No. 2024-06 - Comprehensive Plan Text Amendment - Evaluation and Appraisal Review (EAR) Based Amendments:** Motion to recommend Ordinance No. 2024-06 for approval to amend the Comprehensive Plan of the Village of Palm Springs with the 2024 Evaluation and Appraisal Review (EAR) based amendments; providing for recitals, adoption, conflicts, repeal, severability, applicability, transmittal.
   Staff: Iramis Cabrera, PZB Director

   SUMMARY: The Planning Consultant, BCLA, facilitated a series of three Joint Workshops (January, April, and June 2023) with the Village Council, Planning & Zoning Board, and the CRA. These meetings resulted in a Vision Document that was finalized in August 2023. This Vision Document included recommendations to update both the Comprehensive Plan and the Land Development Regulations. These recommendations coincided with the Evaluation and Appraisal Review (EAR) of the Comprehensive Plan, due to be transmitted to Florida Commerce by October 2024.

   A Joint Workshop was held on May 9, 2024, summarizing the key themes in the new Comprehensive Plan, and updates required due to changes in Florida Community Planning laws. The workshop summarized the changes in the Comprehensive Plan and provided a means for the members to share comments before the transmittal hearing. All comments received during the Joint Workshop and since then have been compiled into a comment matrix. The matrix, included as an attachment to this agenda item, provides a copy of all comments received, and the resulting changes, if any, in the final draft comprehensive plan amendments.

   The purpose of today's Public Hearing is to present the final draft of the Updated Comprehensive Plan and supporting documents to be transmitted to Florida Commerce for their review, specifically – Data, Inventory, and Analysis (DIA); Goals, Objectives, and Policies (GOP); Map Series; and the Comments Matrix.

   At today's hearing, the consultant will receive feedback from the Village's Planning and Zoning Board and the public on all documents presented. There are a total of 9 Elements, each with supporting data, except the Property Rights Element. The consultant will document comments from this meeting and ask for a recommendation from the P&Z Board to the Village Council for their June 13, 2024, Public Hearing. The final document will be transmitted to the state the following week.

NEXT STEPS: Florida Commerce will review the draft documents for compliance with State Statutes and issue the Objections, Recommendation, and Comments (ORC) Report in approximately 60 days (from August to September 2024). Once received, the consultant will make any required changes as a result of this report and have all Comprehensive Plan documents updated and prepared for the Adoption.

Mayor Smith announced that a presentation of Ordinance No. 2024-06 will take place during the Village Council Regular Meeting. The consultants from Bonnie Landry & Associates were present.

Please note Council Member Joni Brinkman arrived at 6:32 PM.

Mayor Smith offered the public an opportunity to speak about this item. There were no comments from the public. Village Attorney Goddeau read the title of the caption on the record.

Vice Mayor Waller made a motion to recommend Ordinance No. 2024-06 go before the Council for consideration, and it was seconded by Council Member Ready. The said motion carried 5-0.

Fiscal Impact: A fiscal impact statement will be prepared prior to consideration of any comprehensive plan amendments after the October 1, 2024 effective date of Senate Bill 1628.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:36 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 **August 8, 2024**. Which minutes were formally approved and adopted by the Village Council on **September 12, 2024.**

Kimberly M. Wynn

Village Clerk

Village of Palm Springs

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MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA
JUNE 13, 2024 AT 6:30 PM

CALL TO ORDER
Mayor Bev Smith called the Village Council Regular Meeting to order at 6:37 PM *(Immediately following the LPA Meeting)*

ROLL CALL
Present: Mayor Bev Smith, Vice Mayor Joni Brinkman, Mayor Pro Tem Patti Waller, Council Member Kim Schmitz, and Council Member Gary M. Ready

Absent: None

Also present are Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Thomas Ceccarelli, as Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Director of Library Services Jossie Maliska and Parks and Recreation Director Juan Ruiz.

INVOCATION
The Village Manager, Mr. Bornstein led in invocation.

PLEDGE OF ALLEGIANCE
The Village Council led the Pledge of allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA
There were no changes to the agenda.

Council Member Brinkman made a motion to approve the Agenda as presented, and Council Member Ready made a second. The said motion carried 5-0.

CONSENT AGENDA
Mayor Smith offered the public and the Council an opportunity to speak on the Consent Agenda. There were no comments.

Council Member Ready approved the Consent Agenda as presented, and Mayor Pro Tem Schmitz made a second. The said motion carried 5-0.

1. **Approval of May 9, 2024, Village Council Regular Meeting Minutes:** Motion for the approval of May 9, 2024, Village Council Regular Meeting Minutes.
   Staff: Kimberly Wynn, Village Clerk

2. **Appointments to the Parks and Recreation Board:** Motion to Approve the appointment of Mr. Andrew Anagnostu and Mrs. Michelle Anagnostu as a Regular and Senior Alternate Member to the Parks and Recreation Board, to serve an unexpired term that ends May 14, 2027.
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: Currently there is one (1) Regular Member vacancy and two (2) Alternate Member vacancies on the Parks and Recreation Board.

   Mr. Andrew Anagnostu has submitted an application expressing an interest in serving as a Regular Member. If approved, he would serve a three (3) year term expiring on May 14, 2027.

   Mrs. Michelle Anagnostu has submitted an application expressing an interest in serving as a Senior Alternate Member. If approved, she would serve a three (3) year term expiring on May 14, 2027.

   If the appointments are approved, there will be one (1) Junior Alternate Member vacancy on the Parks and Recreation Board.

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

3. **Appointment to the General Employees' Pension Board of Trustees:** Motion to Approve the appointment of Mrs. Ardeth Wiles as a Resident Member of the General Employees' Pension Board to serve a four-year (4) term that expires May 14, 2028.
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: Currently, there is a Resident Member vacancy on the General Employees' Pension Board of Trustees, due to the resignation of Mr. Bruce Gosman.

   Mrs. Ardeth Wiles has submitted an application expressing an interest in serving as a Regular Member. If approved, she would serve a four (4) year term (expiring on May 14, 2028).

   If the appointment is approved, there will be no vacancies on the General Employees' Pension Board of Trustees.

   Fiscal Impact: There is no fiscal impact to the Village with this appointment.

4. **Amendment No. 9 to the Tyler Technologies Agreement:** Motion to approve Amendment No. 9 to the Agreement with Tyler Technologies in the amount of $73,234 and the annual recurring support services and maintenance fees for the time clocks will be $19,074 to implement the timekeeping module. In anticipation of implementing a new timekeeping system, the Village budgeted

$22,500 for new time clocks in FY2024. The one-time $35,000 implementation cost will be covered with a budget transfer from Council Contingency.
Staff: Rebecca Morse, Chief Financial Officer

SUMMARY: The Village has been using Tyler Technologies for its MUNIS applications since 1992. In July 2023, the Village extended the agreement for three more years by signing Amendment No. 7. In April, the Village Council approved Amendment No. 8 to provide document storage and inventory management solutions.

Since 2020, the Village has been using Novatime for timekeeping. UKG has acquired this product and is nearing the end of support. The staff reviewed new solutions and decided that Tyler provides the best solution, integrating directly into the Tyler MUNIS payroll system.

The one-time cost of implementation and purchasing new time clocks is $73,234, and the annual recurring support services and maintenance fees for the time clocks will be $19,074.

Fiscal Impact: In anticipation of implementing a new timekeeping system, we budgeted $22,500 for new timeclocks in the FY 2024 budget. The $35,000 one-time implementation will be covered by a budget transfer from Council Contingency. The cost of the recurring fees will not begin until after implementation and will be budgeted in the FY 2025 budget.

5. **Resolution No. 2024-21; ITB No. 2024B-006 (Task Order #319) - Davis Road and Alemeda Drive Stormwater Improvements Project - Public Works ARPA Funded - TCLM, Inc:** Motion to approve Resolution No. 2024-21 to award ITB #2024B-006 (TO #319) - Davis Road and Alemeda Drive Stormwater Improvements Project to TCLM, Inc. in the amount not to exceed $408,199.27 as part of the Stormwater Masterplan. Funding for this project is available from General Funds.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Public Works Department needs to make construction improvements to the Davis Road and Alemeda Drive Storm Water systems. The stormwater project was identified by the Village's consultant as part of the Stormwater Masterplan.

The Village issued an Invitation to Bid (ITB No. 2024B-006) on March 28, 2024, for storm water improvements on Davis Road and Alemeda Drive. The competitive selection process was completed on April 30, 2024.

The following proposals were received:

Vendor	**Total Bid**
TCLM, Inc.	$408,199.27
Close Construction Services, LLC	$473,181.00
R&D Paving	$591,854.40
RJ Engineering	$455,161.11
Rosso Site Development	$524,638.89

After reviewing the five (5) bids received, the Public Works Director, Village Attorney, and the Village's Contracted Engineer, Craven Thompson & Associates, determined that TCLM, Inc. provided the *lowest responsible and responsive bid*. The staff requests that the Council approve Task Order No. 319, for the amount not to exceed $408,199.27, for TCLM, Inc.

Fiscal Impact: Task Order #319 General funded - The Agreement with TCLM, Inc. is at a cost not to exceed $408,199.27.

6. **Resolution No. 2024-22; ITB No. 2024B-007 (Task Order #329) - 275 Alemeda Drive Multiple Buildings Demolition Project - Public Works ARPA Funded - Demcon Group, LLC:** Motion to approve Resolution No. 2024-22 to award ITB #2024B-007 (TO #329) - 275 Alemeda Drive Multiple Buildings Demolition Project to Demcon Group, LLC for $130,927.00 for the demolition of the property located at 275 Alemeda Drive. Funding for this project is available from ARPA Funds.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Agreement with Demcon Group LLC authorizes the contractor to perform the demolition services of the church property located at 275 Alemeda Drive at a cost not to exceed $130,927.00. The Village purchased the vacant church property as part of the overall Parks and Recreation Master Planning to redevelop the Village Commons Park and add new features and open spaces. The demolition of this vacant property is the next step to prepare for the future redevelopment.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB No. 2024B-007) on April 4, 2024, for the demolition of multiple buildings at 275 Alemeda Drive inclusive of all permitting, erosion control, demolition, legal haul-off and disposal, grading, sodding and associated incidental work. This process was completed by the Village through a competitive selection process – 275 Alemeda Drive Multiple Buildings Demolition Project - (ITB No. 2024B-007) on May 8, 2024.

As a result of the Village's ITB, the following proposals were received:

Vendor	Total Bid
Demcon Group, LLC	$130,927.00
National SWPPP Services	$134,000.00

After reviewing the two (2) bids received, the Public Works Director, and the Village Attorney determined that Demcon Group, LLC provided the lowest, responsible, and most responsive bid. As a result, staff is requesting the Council to approve Task Order No. 329 in the amount not to exceed $130,927.00 to Demcon Group, LLC.

Fiscal Impact: Task Order #329 ARPA funded - The Agreement with Demcon Group LLC is at a cost not to exceed $130,927.00.

7. **Agreement with USDOT FHWA for the Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant:** Motion to authorize the Village to enter into a grant agreement with the United States Department of Transportation (USDOT) Federal Highway Administration (FHWA) for the Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant. The grant is for $200,000 with a required match in funding from the Village for $50,000, bringing the total to $250,000. The grant will be used to develop an action plan aimed at analyzing, studying, and planning for safety improvements across the village's roadway corridors.
   Staff: Felipe Lofaso, Public Works Director

   SUMMARY: On December 13, 2023, the Village was awarded a $200,000 Planning and Demonstration Grant through the Safe Streets for All (SS4A) program, administered by the United States Department of Transportation (USDOT). The grant requires a $50,000 local match, totaling $250,000 available to develop the Vision Zero Action Plan. The agreement with the USDOT memorializes the funding for developing an Action Plan to analyze, study, develop, and plan for village-wide safety improvements to our roadway corridors. The Village's next steps will be to engage the services of a qualified consultant to assist staff in developing the Action Plan, which will then be utilized to prioritize and identify safety improvements that can be entirely constructed and paid for through additional available SS4A grants as part of the Implementation Phase of the program, or other funding sources.

   Fiscal Impact: The Agreement is funded through the USDOT SS4A grant in the amount of $200,000, and the local match of $50,000 is funded through the approved FY2024 budget account 01441-53100.

8. **Purchase Order for the Purchase of Three Vehicles - State of Florida Co-Op Agreement Public Works (FY23-24) - Step One Automotive Group:** Motion to approve a Purchase Order with Step One Automotive Group for the procurement

of two (2) Ford F250 trucks and one (1) Ford Transit Van purchased through the State of Florida Cooperative Purchase Agreement 25100000-23-STC in an amount not to exceed $147,663.60. Funding to support this purchase is available in the General Fund Account.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: As part of the FY24 budget approval process, Public Works identified the need to replace three (3) vehicles that are beyond their useful life and in need of replacement. The replacement vehicles will be two (2) Ford F250 pickup trucks and one (1) Ford Transit van.

The vehicles are being purchased through the State of Florida Department of Management Services Cooperative Purchase Agreement #25100000-23-STC at a cost not to exceed $147,663.60, which is a savings of $33,336.40 from the originally budgeted expenditure.

The Purchase Order with Step One Automotive, a contracted vendor through the State, will authorize the purchase of the vehicles and delivery is anticipated to be within 60 days.

Fiscal Impact: The Purchase Order with Step One Automotive will be issued at a cost not to exceed $147,663.60 from General Fund Account #01441-56400.

9. **Work Authorization No. CH-U02 - RL Pratt Water Treatment Plant Lime Slurry System Replacement (Task Order No. 339) - Utilities Department (FY 2024 - Water & Sewer Enterprise Fund) - CHA Consulting, Inc.:** Motion to approve Work Authorization No. CH-U02 for CHA Consulting, Inc. for the design and construction management of the Pratt WTP Lime Slurry Replacement project. Funding to support this proposal is available within the FY 2024 - Water and Sewer Fund.
Staff: Jimmie Johnson, Utilities Director

SUMMARY: The Village owns and operates the RL Pratt Water Treatment Plant that utilizes a lime slurry system to soften the finished potable water. The current system is near the end of its useful life and the Village desires to replace the existing system. The RL Pratt Water Treatment Plant Lime Slurry replacement will include demolition of the existing system, relocation of 2 lime slurry tanks, New Slurry / Feeder System and pumps, new Control System, all necessary Electrical, Piping and SCADA modifications.

As a result, the Village Council is requested to approve Work Authorization No. CH-U02 to support all required professional engineering services and related tasks associated with The RL Pratt Water Treatment Plant Lime Slurry System Replacement TO# 339 by CHA Consulting, Inc., the Village's contracted engineering firm. The associated costs to provide the professional engineering services to complete this project is $154,045.14.

The Village Council has approved $500,000.00 for the RL Pratt Water Treatment Plant Lime Slurry System Replacement (TO# 339) with the FY 2024 Budget - Water and Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Staff recommends approval of the proposed Work Authorization No. CH-U02 with CHA Consulting, Inc. for the amount of $154,045.14 for professional engineering services associated with the RL Pratt Water Treatment Plant Lime Slurry System Replacement (TO# 339). If approved, the Village would accept CHA Consulting, Inc.'s pricing as outlined within the previously approved General Consulting Services Continuing Contract with CHA Consulting, Inc. including all terms, conditions, and pricing therein.

<u>Note</u>: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2018R-002 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes. A copy is available upon request at the Clerk's Office.

If approved, it is estimated that the proposed The RL Pratt Water Treatment Plant Lime Slurry System Replacement (TO# 339) work will take approximately Five Hundred Fifty (550) days to complete from the date the work authorization is issued to CHA Consulting, Inc. by the Village.

The proposed work authorization was prepared by CHA Consulting, Inc. and reviewed by the Assistant Utilities Director, Village Project Manager, Village Attorney and Finance Director.

<u>Fiscal Impact:</u> Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

10. **<u>Resolution No. 2024-23 Approve Eight (8) Firm Rankings & Authorize Agreements for Professional Services - RFQ 2024R-001 - Municipal Engineering Services (FY 2024 Budget Funded):</u>** Motion to approve Resolution No. 2024-23, which awards RFQ No. 2024R-001 for Municipal Engineering Consulting Services to eight consulting firms. This approval is for ranking the firms and authorizing the Village to enter into agreements for professional services. These firms will provide the Village with general engineering and planning consulting services for various departments. Funding to support engineering services is available within the FY 2024 Budget - General Fund, Water & Sewer Enterprise Fund and/or Stormwater Utility Fund.
Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: On January 11, 2024, the Village issued a Request for Qualifications (RFQ) for Municipal Engineering Services (RFQ 2024R-001) in accordance with the Consultants Competitive Negotiation Act (CCNA) – Section 287.55, Florida Statutes. The purpose of this RFQ was to enlist one or more companies on a continuing contractual basis to provide the Village with general engineering and planning consulting services for the various departments.

As a result, the Village received twenty (20) responses:

- Baxter & Woodman
- Caulfield & Wheler, Inc.
- CHA Consulting, Inc.
- Chen Moore and Associates
- Colliers Engineering & Design
- CPH Engineers
- Craven, Thompson & Associates, Inc.
- DDEC LLC
- DRMP, Inc.
- Engenuity Group, Inc.
- Erdman Anthony of Florida, Inc.
- Florida Technical Consultants
- Holtz Consulting Engineers, Inc.
- HSQ Group, Inc.
- Keshavarz & Associates, Inc.
- Kimley-Horn and Associates, Inc.
- Reina Engineering
- Universal Engineering Sciences
- West Construction, Inc. & West Architecture + Design, LLC
- WGI, Inc.

Five (5) members of the Municipal Engineering Services Evaluation Committee, which was appointed by the Village Manager and included representatives from the Utilities, Parks & Recreation, Public Works, and Planning, Zoning & Building Departments, met on March 25, 2024, to review each proposal to enter contract negotiation and recommend to the Council for approval. Each firm’s response was evaluated and scored based on:

- Qualifications
- Experience and Expertise
- Project Delivery and Approach
- Firm's Resources, Personnel Availability, and Commitment
- References

As a result, the committee selected eight (8) firms to interview on April 25, 2024, and May 2, 2024. Each of the firms selected is listed above in bold.

During the interviews, each firm was requested by our Evaluation Committee to answer several questions regarding their company and how they would work in the Village. Following all the presentations/interviews, the Committee ranked each firm based on their written response and their answers to questions from Committee members, while also considering the criteria set forth within the CCNA statute - Section 287.055(4)(b).

Note: All meetings were properly advertised and the PBC IG Office was notified as required by PBC Code Sec. 2-423(8) – ARTICLE XII. INSPECTOR GENERAL.

The Committee found eight (8) firms to be well qualified to meet the needs of the Village:

- Baxter & Woodman
- CHA Consulting, Inc.
- Chen Moore and Associates
- Craven, Thompson & Associates, Inc.
- Holtz Consulting Engineers, Inc.
- Keshavarz & Associates, Inc.
- Kimley-Horn and Associates, Inc.
- WGI, Inc.

Each of the eight (8) firms maintains strengths in different areas of expertise. With all eight consulting firms under contract, the Village would be able to issue task orders to different firms based on who is best qualified to perform a particular task. Additionally, contracts with each firm will make it possible to distribute work among the firms, fulfilling one of the CCNA statutory criteria - "effecting an equitable distribution of contracts among qualified firms."

A proposed template contract, which was prepared by the Village Attorney and reviewed by the Assistant Utilities Director, is provided for the Council's review and consideration. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Each of the submitted RFQ proposals and related documentation are available in the Village Clerk's Office.

Fiscal Impact: Funding to support engineering services is available within the FY 2024 Budget - General Fund, Water & Sewer Enterprise Fund and/or Stormwater Utility Fund. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

End of Consent Agenda....

PRESENTATIONS

11. Legislative Update - Representative David Silvers
    Staff: Kimberly Wynn, Village Clerk

    Mayor Smith introduced Representative David Silvers. Representative Silvers gave a summary of the legislative updates. He announced that the Village of Palm Springs would receive funding of $1 million dollars towards the Water/Sewer project. He explained the breakdown of the FY 25-25 Budget and how funds were allocated to the different agencies. He discussed new legislation that permits banks to provide additional protection to specified adults by delaying the disbursement of payment where fraud or suspicious action is suspected. He talked about several additional bills, including new circumstances with the Baker Act (HB 7021).

    Representative Silvers announced that he was term limited, and would be out of office. He plans to sit out a few years, then run for Senate. He encouraged everyone to continue to reach out to him about their appropriations.

    Mayor Smith offered the Council and public an opportunity to comment. Council Member Ready asked about the number of residents in the flood zones without home insurance. Representative Silvers advised that he did not have this information; however, the Council may be able to acquire it through the Department of Insurance Regulations.

    The Council thanked Representative Silvers for his service and contribution to the Village.

    At this time, Mayor Smith introduced Palm Beach County Battalion Fire Chief Tracy Adams. Chief Adams reported on the number of service calls and response times for the Village during the month of May. She also reported a young firefighter that was terminally ill who had been buried the previous week. She mentioned the Fire Department was in the process of hiring again.

    Chief Adams reminded everyone to prepare for an active hurricane season. Gather hurricane supplies, be familiar with evacuation routes, most importantly have an emergency plan. Mayor Smith offered public and council comment. There was none.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity to comment.

Ms. Rosa Fundora - 3830 Canal 9 Road, Palm Springs - Ms. Fundora commented on the speed bumps in her neighborhood. She described the nuance of not having a sidewalk in the area - especially walking her granddaughter to school. She briefly commented on the sewer lines. Ms. Fundora said she went to the park over the weekend. She noticed the bathrooms were closed for renovation, but there was no notice posted anywhere. Mayor Smith and the Village Manager offered to reach out to Ms. Fundora to discuss her concerns further.

PUBLIC HEARINGS

12. ***(Quasi-Judicial Hearing / First Reading)* Ordinance No. 2024-06 - Comprehensive Plan Text Amendment - Evaluation and Appraisal Review (EAR) Based Amendments:** Motion to approve Ordinance No. 2024-06 to amend the Comprehensive Plan of the Village of Palm Springs with the 2024 Evaluation and Appraisal Review (EAR) based amendments; providing for recitals, adoption, conflicts, repeal, severability, applicability, transmittal.
    Staff: Iramis Cabrera, PZB Director

    SUMMARY: The Planning Consultant, BCLA, facilitated a series of three Joint Workshops (January, April, and June 2023) with the Village Council, Planning & Zoning Board, and the CRA. These meetings resulted in a Vision Document that was finalized in August 2023. This Vision Document included recommendations to update both the Comprehensive Plan and the Land Development Regulations. These recommendations coincided with the Evaluation and Appraisal Review (EAR) of the Comprehensive Plan, due to be transmitted to Florida Commerce by October 2024.

    A Joint Workshop was held on May 9, 2024, summarizing the key themes in the new Comprehensive Plan, as well as updates required due to changes in Florida Community Planning laws. The workshop summarized the changes in the Comprehensive Plan and provided a means for the members to share comments before the transmittal hearing. All comments received during the Joint Workshop and since then, have been compiled into a comment matrix. The matrix, included as an attachment to this agenda item, provides a copy of all comments received, and the resulting changes, if any, in the final draft comprehensive plan amendments.

    The purpose of today's public hearing is to present the final draft of the Updated Comprehensive Plan and supporting documents to be transmitted to Florida Commerce for their review, specifically – Data, Inventory, and Analysis (DIA); Goals, Objectives, and Policies (GOP); Map Series; and the Comments Matrix.

    At today's hearing, the consultant will receive feedback from the Village's Planning and Zoning Board and the public on all documents presented. There are a total of 9 Elements, each with supporting data, except the Property Rights Element. The consultant will document comments from this meeting and ask for a recommendation from the P&Z Board to the Village Council for their June 13, 2024, public hearing. The final document will be transmitted to the state the following week.

NEXT STEPS: Florida Commerce will review the draft documents for compliance with State Statutes and issue the Objections, Recommendation, and Comments (ORC) Report in approximately 60 days (from August to September 2024). Once received, the consultant will make any required changes as a result of this report and have all Comprehensive Plan documents updated and prepared for the Adoption.

Fiscal Impact: A Fiscal Impact Statement will be prepared prior to consideration of any comprehensive plan amendments after the October 1, 2024 effective date of Senate Bill 1628.

Mrs. Bonnie Landry and Mrs. Heather Shaw, Consultants with Bonnie Landry & Associates, introduced themselves. They discussed several substantial changes to the Comprehensive Plan.

Mrs. Landry conducted three Joint Workshops in January, April, and June 2023 with the Village Council, Planning & Zoning Board, and the CRA. These workshops led to the creation of a Vision Document, which was finalized in August 2023. The Vision Document included recommendations to update both the Comprehensive Plan and the Land Development Regulations. These recommendations aligned with the Evaluation and Appraisal Review (EAR) of the Comprehensive Plan, which is due to be transmitted to Florida Commerce by October 2024.

A Joint Workshop was held on May 9, 2024, to outline the key themes in the new Comprehensive Plan as well as updates required due to changes in Florida Community Planning laws. Mrs. Landry discussed how the workshop summarized the changes in the Comprehensive Plan and allowed members to share comments before the transmittal hearing. All comments received during the Joint Workshop and afterward were compiled into a comment matrix, which is on file in the Village Clerk's Office. She discussed the matrix of all comments received and any changes that resulted in the final draft comprehensive plan amendments.

She discussed the purpose of the first public hearing to present the final draft of the Updated Comprehensive Plan and supporting documents to be transmitted to Florida Commerce for their review, including Data, Inventory, and Analysis (DIA); Goals, Objectives, and Policies (GOP); Map Series; and the Comments Matrix.

During the Village's Planning and Zoning Board meeting, the nine (9) elements with supporting data were discussed, except the Property Rights Element. The consultant discussed the document comments from this meeting and requested a recommendation from the P&Z Board to the Village Council for their June 13, 2024, public hearing.

Mayor Smith offered the public and Council an opportunity to comment. There was discussion about using a stronger name like Urban Mixed Use for the specific areas around the Village. Ms. Landry talked about the strong support to keep the College Hospital Overlay (CHO) Area. It was agreed to keep this CHO for now, so they can evaluate use later.

There are several changes to the housing elements. The Village should study emerging and alternative housing trends like tiny homes to encourage the availability of affordable housing options within the Village. It was decided that homes would be added to the policy.

Mrs. Landry said the original intent was to show a future potential transit along Lake Worth Road, so the Village has a strong basis to require easements – which must be identified in the plan. The Village is not ready to discuss micro-transit until key parcels are developed with a new vision of land use and creating attractors. The Board assumed that 2025 may be too soon.

The transmittal process with the State was discussed following the First Reading. Mayor Smith offered public comments, and there were none.

Village Attorney, Mrs. Goddeau read the title of the captions.

Vice Mayor Waller made a motion to approve the Village of Palm Springs EAR-based comprehensive plan amendments as presented; to include changes outlined by the consultant and those changes discussed by the Village Council during their deliberation and directing staff to transmit this draft to Florida Commerce, and Council Member Ready seconded it.

13. ***(First Reading)* Ordinance No. 2024-05 - Village Code Amendment - Temporary Signs:** Motion to approve Ordinance No. 2024-05 to amend Chapter 34 of the Village of Palm Springs Code of Ordinances, “Land Development”, Article IV, “Signs”, Division 3, “Specifications”, Section 34-324, “Temporary Signs” to clarify when temporary signage may be posted.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The sign regulations were amended in February 2016 to address a United States Supreme Court decision, Reed v. Town of Gilbert, which invalidated sign regulations that make distinctions between temporary signs based on the sign message. The code was amended to make uniform sign criteria that regulate the size, height, number, and placement of temporary signs on private properties within the Village.

A temporary sign is defined as "any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term “temporary sign” shall not include any substitution of the message, typically found on a permanent sign, on an existing lawful sign or sign structure."

Staff is proposing to clarify that temporary signs about an event, including an election, shall not be posted more than 30 days before the event.

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

The proposed ordinance will be considered by the Planning & Zoning Board at their June 11, 2024, meeting and their recommendation will be shared before Council consideration.

If approved on 1st reading, the proposed ordinance will be presented to the Village Council for consideration on 2nd and final reading during the July 11, 2024, meeting.

<u>Fiscal Impact:</u> The proposed code amendment has no fiscal impact on the village. After October 1, 2024, any amendments to the land development regulations will require a Business Impact Statement.

Mrs. Cabrera presented this item. She stated that this is a housekeeping more on election signs that cannot be put out earlier than 30 days before the event.

Vice Mayor Waller asked if there were size regulations which are based on the district. Can the footage be bigger for commercial signage. Ms. Cabrera advised that the maximum square footage is 20 sq ft.

Mayor Smith offered the public an opportunity to comment. There was none. Village Attorney, Mrs. Goddeau read the title of the caption to the record.

Council Member Brinkman made emotion to approve Ordinance No. 2024-05, and Mayor Pro Tem Schmitz seconded it. The said motion carried 5-0.

14. **<u>Resolution No. 2024-25 - Preliminary Garbage Non Ad-Valorem Assessment Rates - FY 2024:</u>** Motion for the approval of Resolution No. 2024-25; adopting the preliminary non-ad valorem assessment roll for Fiscal Year 2024/2025 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: Kimberly Wynn, Village Clerk

SUMMARY: The Village Council adopted Resolution No. 2024-25, setting the preliminary Non-Ad- Valorem assessment rates for Fiscal Year 24/25. As a result, Resolution No. 2024-25 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 2024-2025 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.

Fiscal Impact: The projected total annual revenue that the Village would assess is expected to be approximately $1,605,250 (which is at a 96% collection rate).
There was no presentation from the staff. There were no changes to the rates.

Mayor Smith offered the public an opportunity to comment. There were no comments.

Council Member Ready made a motion to approve Resolution No. 2024-25, and Vice Mayor Waller seconded it. The said motion carried 5-0.

15. **Resolution No. 2024-26 - Stormwater Non Ad-Valorem Assessment Rates - FY24:** Motion for the approval of Resolution No. 2024-26, setting the preliminary Non Ad-Valorem assessment rates for Fiscal Year 2024-2025 for stormwater management assessments for each parcel within the area benefited, other than the non-assessed property.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The proposed Resolution sets the preliminary Non Ad-Valorem assessment roll rates for the 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 24-25 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.

<u>Fiscal Impact:</u> The proposed FY 2024 rates are the same as last year's rates.

There was no presentation from staff; however, Mr. Lofaso stated that he is available to answer questions. Further, he discussed the need to increase stormwater rates in the next fiscal year to address stormwater improvements around the Village.

Council Member Ready made a motion to approve Resolution No. 2024-26, and Mayor Pro Tem Schmitz seconded it.

ACTIONS AND REPORTS

At this point, Mayor Smith permitted three members of the public (Mikki, Candace, and Erica) to come up for public comment. They discussed the election process and lack of participation. They expressed their views about elections and government. They gave correspondence to staff, and the Council for review.

VILLAGE MANAGER COMMENTS

There were no comments from the Village Manager.

VILLAGE COUNCIL COMMENTS

The Council discussed events in the Village. Council Member Brinkman mentioned a possible $500 rental incentive promotion at an apartment complex in the Village. Mayor Smith asked if residents should have one or two garbage cans. Mr. Lofaso stated that residents should have one garbage can. An assessment would take place and enforcement would begin.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:04 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 13, 2024. Which minutes were formally approved and adopted by the Village Council on September 12, 2024.

Kimberly M. Wynn
Village Clerk

NEXT REGULAR MEETING:
THURSDAY, JULY 11, 2024, AT 6:30 PM

MINUTES,
VILLAGE HALLCOUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
JULY 25, 2024, AT 5:30 p.m.

CALL TO ORDER

Mayor Bev Smith called the Budget Workshop meeting to order at 5:35 p.m.

ROLL CALL

Present: Vice Mayor Patti Waller, Council Member Joni Brinkman, Council Member Gary Ready, and Mayor Bev Smith

Absent: Mayor Pro Tem Kim Schmitz,

Also present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly Wynn, Police Chief, Thomas Ceccarelli as Sergeant-In-Arms, Planning, Zoning & Building Director Iramis Cabrera, Director of Parks and Recreation Juan Ruiz, Director of Utilities Jimmie Johnson, Assistant Director of Utilities Paul Ward, Director of Public Works Felipe Lofaso, Assistant Director of Public Works Timothy Crespo, Utilities Billing Manager Jancy Bravo, Administrative Assistant (Utilities) Eliza Hansen, Assistant Finance Director Mariana Ortega, Records Clerk Andrea Medero, and Administrative Staff Assistant Maria Izzo.

ORDER OF BUSINESS

FY 24/25 Budget Highlights: The Village Manager, Mr. Bornstein will summarize the highlights of the budget.
Staff: Michael Bornstein, Village Manager

The Village Manager, Mr. Bornstein, discussed the Village's mission statement. He detailed the workshop agenda for the evening, explaining that it would include an overview of the budget. The Finance Director and Department Heads are available if there are individual questions as they review the budget. Mr. Bornstein explained that the new budget format is more of an industry standard and creates transparency and accountability. Key Performance Indicators (KPIs) can be measured as a means to evaluate what is working.

Mr. Bornstein discussed budget highlights like staffing changes in several departments (HR, Administration, Utilities, Library Services, Public Works, Police Department, Finance, Parks & Recreation, and Planning, Zoning, and Building). The personnel changes were needed to meet the growth and development in the Village. Assessment of programs and services in the community continues for improvement.

Discussion of Proposed FY 24/25 Budget - All Funds
Staff: Michael Bornstein, Village Manager

At this point, the Village Manager introduced the Chief Finance Officer, Rebecca Morse. Ms. Morse discussed the advantages of the format for the new budget. The new format permits more of a real-time budget. Departments can attach their budget worksheets.

Ms. Morse reviewed each section of the budget for the Council. The Council asked when the American Rescue Plans Act (ARPA) Funds committed to projects have to be spent. They were advised funds were to be used before the end of the calendar year (December 2024). There was a discussion about an added car allowance for the Executive Team. The Council asked who would receive the allowance. Mr. Bornstein explained that the First Team (Directors and Assistant Directors) would receive the allowance. Mayor Smith asked about the additional overtime pay for the Police Department. She questioned if it was necessary if the Police Department were fully staffed. They also asked if overtime pay included holidays worked.

The Council asked Public Works about the tree assessment fee. Public Works Director, Mr. Lofaso explained that the assessment is needed to take an inventory of the trees in the Village to establish where we are and where we are going. Mayor Smith mentioned the use of the Florida League of Cities' Tree Academy. Mrs. Morse discussed the projects that included the increase in Improvement to Other Buildings Projects. Council Member Ready suggested that more grants be considered. Mrs. Morse stated that different funding sources are reviewed. There was discussion about the Tax Increment Financing (TIF for the Community Redevelopment Agency (CRA) districts and its breakdown.

The Council appreciated the hard work of Finance, the Village Manager and the Assistant Village Manager, and the staff on the budget. They realize the level of work involved.

PUBLIC COMMENT
Hearing no further business, Mayor Smith adjourned the Budget Workshop Meeting at 6:42 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Budget Workshop Meeting held on **July 25, 2024**. Which minutes were formally approved and adopted by the Village Council on **September 12, 2024.**

Kimberly M. Wynn
Village Clerk

MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE ▪ PALM SPRINGS, FLORIDA
AUGUST 8, 2024 AT 6:30 PM

CALL TO ORDER
Mayor Bev Smith called the Village Council Regular Meeting to order at 6:28 PM.

ROLL CALL
Present: Vice-Mayor Patti Waller, Mayor Pro Tem Kim Schmitz, Council Member Joni Brinkman, Council Member Gary Ready, and Mayor Bev Smith.

Absent: None

Also present are Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Police Captain Peter Buhr as Sergeant-in-Arms, Assistant Village Manager Kim Glas-Castro, Police Captain Ralph Fequire, Assistant Director of Public Works Timothy Crespo, Director of Utilities Jimmy Johnson and the Director of Public Works Felipe Lofaso.

INVOCATION
The Village Manager, Mr. Bornstein, led the invocation.

PLEDGE OF ALLEGIANCE
Mayor Smith announced that Scout Troop 241 and 242 were present. They wanted to earn their Citizenship badge. Two Troop members, Tristan and Julian, led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA
The Village Manager, Mr. Bornstein, stated that Item #6, Modify a Purchase Agreement for FY 24 Police Department Vehicle Purchase was an addendum to the agenda. There was additional information posted in Item #9, Amendment No. 1 - Guaranteed Maximum Price (GMP) for Police Department Building Expansion - Contract for Construction Manager at Risk Services - Kaufman Lynn Construction-(Task Order No. 269). Item #5 Co-Op Agreement - Purchase of Three Drones (Police Department FY 23/24 - Grant Award) Safeware was moved to the Regular Agenda as Item #7A and Item #2 Task Order No. 311 (Amendment No. 1) Public Works Department (ARPA - Funded) - 2nd Avenue North Area Drainage System Improvements Project Keshavarz and Associates, Inc. as Item #7B.

Vice-Mayor Waller made a motion to approve the amended agenda, and Mayor Pro Tem Schmitz seconded it. The said motion carried 5-0.

CONSENT AGENDA

1. **July 25, 2024, Village Council Meeting Minutes:** Motion to approve July 25, 2024, Village Council Regular Meeting Minutes.
   Staff: Kimberly Wynn, Village Clerk

2. ***(MOVED TO ITEM 7A ON THE REGULAR AGENDA)*** **Task Order No. 311 (Amendment No. 1) Public Works Department (ARPA-Funded) - 2nd Avenue North Area Drainage System Improvements Project Keshavarz and Associates, Inc.:** Motion to approve Task Order No. 311 (Amendment No. 1) to Keshavarz and Associates, Inc. for an additional amount not to exceed $78,910.00 for a complete street infrastructure improvement project consistent with the Village's goals for the Community Redevelopment Agency (CRA) district and the Transportation/Mobility Plan. The consultant is requested to incorporate these complete street elements into the project and perform the necessary services to achieve this goal. This project is ARPA-Funded.
   Staff: Felipe Lofaso, Public Works Director

   SUMMARY: On April 13, 2023, the Village approved Task Order No. 311 using funds from the American Rescue Plan Act (ARPA). The Village approved Task Order No. 311 (ARPA funded) to Keshavarz and Associates on April 13, 2023, for the engineering design services for the 2nd Avenue North Area Drainage Improvements Project.

   During design, the project evolved from a drainage improvement project to the addition of a complete street infrastructure improvement project consistent with the Village's goals and objectives for the Community Redevelopment Agency (CRA) district and the Transportation/Mobility Plan. Thus, the Village has asked the consultant to incorporate these complete street elements into the project and perform the necessary services to complete the overall design to achieve this goal. The Task Order Amendment No. 1 authorizes the consultant to proceed with these additional services at a cost not to exceed $78,910.00.

   Council Member Brinkman spoke about this item. She advised that she wanted to have the easement acquisition for six (6) additional properties placed as a higher priority.

   Mayor Smith offered the public an opportunity to speak. There were no comments from the public.

   Council Member Brinkman made a motion to approve Task Order No. 311 (Amendment No. 1) with Keshavarz and Associates and Mayor Pro Tem Schmitz seconded it. The said motion carried 5-0.

   Fiscal Impact: Task Order No. 311 (ARPA funded) Amendment No. 1 to Keshavarz will be funded through ARPA at a cost not to exceed $78,910.00. The original Task Order amount is $490,025.00, and with the addition of $78,910.00 for

Amendment #1, the total Task Order amount will now be $568,935.00.

3. **Resolution No. 2024-38 - ITB #2024B-013 - Greenbrier Drive and Davis Road Intersection Improvements Project (TO No. 314) - Public Works (FY 2024 Budget Funded-ARPA Funds) - Heavy Civil, Inc.:** Motion to approve Resolution No. 2024-38 to award ITB #2024B-013 (TO No. 314) - Greenbrier Drive and Davis Road Intersection Improvements Project to Heavy Civil, Inc. in the amount not to exceed $636,276.74 for the first of two projects that will provide beautification, traffic-calming and community identity for the Village. Funding for this project is available from ARPA Funds.
   Staff: Felipe Lofaso, Public Works Director

   SUMMARY: The Village recently completed the multi-year planning and design process for the neighborhood improvement projects along Greenbrier Drive as part of the overall gateway improvements. The Greenbrier Drive and Davis Road Intersection Improvements Project is the first of 2 projects that will provide beautification, traffic-calming and community identity for the Village, with the second phase at Greenbrier Drive and Congress Avenue scheduled for construction later this year.

   On July 24, 2024, the Village received a total of 3 bids for the project.

NAME	BID AMOUNT
Heavy Civil, Inc.	$ 636,276.74
R&D Paving, LLC	$718,470.15
Rosso Site Development	$735,586.50

   Upon review of the bid proposals, it was determined that Heavy Civil, Inc. was the lowest, most responsive, and responsible bidder. The Agreement for the construction services is being recommended to Heavy Civil, Inc. at a cost not to exceed $636,276.74 (TO No. 314, ARPA funded).

   Fiscal Impact: The Agreement with Heavy Civil, Inc. is being funded through ARPA funds from 01441-56300 (T.O.#314) at a cost not to exceed $636,276.74.

4. **Ratify the Drone Replacement Program Financial Assistance Agreement with the Florida Department of Law Enforcement:** Motion to ratify a Financial Assistance Grant Agreement with the Florida Department of Law Enforcement for $74,892 for the purchase of three drones to be used by the Police Department.
   Staff: Thomas Ceccarelli, Police Chief

   SUMMARY: In 2021, the Police Department purchased three (3) DJI (Da-Jiang Innovations) drones. In 2023, the Department of Management Services published an update to the Florida Administrative Code with a minimum security standard for drones used by governmental entities. The current Police Department DJI drones do not meet this standard and need to be replaced by drones that meet the minimum security standard. To assist Florida police departments in acquiring drones that meet the minimum security standards, the Florida Department of Law Enforcement (FDLE) created a grant opportunity to fully finance replacement drones, up to $25,000 per drone, for agencies that have drones that are not in compliance. In order to apply for this grant, the Drone Replacement Program Financial Assistance Agreement must be signed by the Chief Official for the Village. FDLE has designated the Mayor as the Chief Official for the Village. The Agreement was reviewed by the Village Attorney.

Fiscal Impact: The fiscal impact to replace three drones is $74,892, which will be fully reimbursed through the grant. There will be a budget amendment to recognize the grant revenue, and the funds will be provided to the Police Department.

5. ***(MOVED TO ITEM 7B ON THE REGULAR AGENDA)*** **Co-Op Agreement - Purchase of Three Drones (Police Department FY 23/24 - Grant Award) Safeware:** Motion to approve the purchase of three (3) drones for $74,892 for the Police Department via Safeware Co-Op Agreement to meet standards for government agencies. Funding for the drones is supported by a Florida Department of Law Enforcement (FDLE) grant.
Staff: Thomas Ceccarelli, Police Chief

SUMMARY: The Police Department has previously purchased three (3) DJI drones at a cost of $2,997 in 2021. In an update to the Florida Administrative Code, the Department of Management Services has published a minimum security standard for drones used by governmental entities. The drones the Police Department currently owns do not meet this standard, and these drones need to be replaced by drones that meet the minimum security standard. The Florida Department of Law Enforcement (FDLE) has created a grant opportunity (up to $25,000 per drone) to finance replacement drones for agencies that still have drones that are not in compliance. This grant has been requested, and we will make the purchase upon receipt of the grant funding. The total purchase price for the three drones is $74,892.

The purchase is being made pursuant to section 58-8 of the Village's Purchasing Code, which allows the purchase of goods via a Cooperative Purchase Agreement. This purchase will be made from Safeware's cooperative purchasing agreement.

Fiscal Impact: The total cost for the three replacement drones with accessories is $74,892; however, the FDLE grant will cover the full cost of the replacement drones. A budget amendment will be made to recognize the grant revenue and provide the funds for the police department.

Captain Buhr presented this item. He explained that the Police Department purchased three(3) DJI drones for $2,997 in 2021. An update to the Florida Administrative Code (FAA) has established a minimum security standard for drones used by governmental entities. The current drones do not meet this standard and need to be replaced with compliant ones. The Florida Department of Law Enforcement (FDLE) offered a grant of up to $25,000 per drone to finance replacement drones for non-compliant agencies. The Village applied for the grant to fund the purchase of three (3) replacement drones at a total cost of $74,892. The purchase is made under the Village's Purchasing Code, using Safeware's cooperative purchasing agreement.

Mayor Smith offered the public an opportunity to comment. There were no comments from the public. Council Member Ready asked if the drone system is able to secure Be On the Lookout (BOLOs). Captain Buhr advised that the drone system magnified the resources for the Police Department. Vice-Mayor Waller inquired how the drones would be used. Captain Buhr explained the drones can help locate missing children, investigate criminal activity, map out and photograph crime scenes and Buhr explained drones can assist with locating missing children, criminal activity, map and photo crime scenes, and to assess damage after storms or disasters.

Council Member Ready made a motion to approve the Co-Op Agreement with Safeware to purchase three (3) drones for the Police Department and Vice-Mayor Waller seconded it. The said motion carried 5-0.

6. ***(ADDENDUM)*** **Modify a Purchase Agreement for FY24 Police Department Vehicle Purchase:** Motion for the approval to modify a purchase Agreement approved on January 11th, 2024, by the Village Council for the purchase of six (6) 2024 vehicles to adjust the purchase of two (2) out of the four (4) marked vehicles from 2024 Chevrolet Tahoe 1500 to 2023 Chevrolet Tahoe 1500. The adjusted amount, including outfitting, would be $10,601.10 less.
Staff: Thomas Ceccarelli, Police Chief

SUMMARY: On January 11th, 2024, the Village Council approved the purchase of six (6) vehicles: four (4) - 2024 Chevrolet Tahoe 1500 marked vehicles for $197,650.72 ($49,412.68 per vehicle), one (1) – 2024 Chevrolet Tahoe 1500 unmarked vehicle for $54,693.60, and one (1) – 2024 Chevrolet Equinox unmarked vehicle for $25,822.10 from Garber Chevrolet.

Due to dealership inventory and department standards, we are requesting Village Council approval to adjust the purchase of two (2) out of the four (4) marked vehicles from 2024 Chevrolet Tahoe 1500 to 2023 Chevrolet Tahoe 1500.

The current vendor stock for the 2024 Chevrolet Tahoe is white. Due to department standards, marked vehicles used by sworn personnel are required to be black. To satisfy the Village’s requirement, the vendor has available two (2)

2023 Black Chevrolet Tahoe 1500, which have already been outfitted with most of our required emergency equipment.

Vehicles	Base Price	Outfitting Costs	Total Cost
2024 Chevrolet Tahoe (2)	$98,825.36	$28,276.74	$127,102.10
2023 Chevrolet Tahoe (2)	$113,988.00	$2,513.00	$116,501.00
		Net Savings	$10,601.10

The purchase of these vehicles falls under the current Sheriffs Association & Florida Association of Counties contract (FSA23-VEH31.0 – October 1, 2023), which is on file with the Clerk's Office per the previous Council approval on January 11th, 2024.

Fiscal Impact: With this adjustment and the purchase of 2023 models, the Village will be saving an approximate total of $10,000 from the previously approved purchase. This includes estimated adjustments for additional outfitting needed for these two vehicles. See chart below for an estimated breakdown per vehicle.

7. **Resolution No. 2024-39 Budget Amendment American Rescue Plan Act (ARPA) Funding:** Motion for the approval of Resolution No. 2024-39 to the American Rescue Plan Funding (ARPA) projects to reflect changes in project costs, the addition of new projects like property acquisition, and removal of projects that may not meet the grant's commitment and expenditure requirements.
Staff: Rebecca Morse, Chief Financial Officer

SUMMARY: The American Rescue Plan Funding (ARPA) projects have been updated to account for changes in project costs, the addition of new projects like property acquisition, and the removal of projects that may not meet the grant's requirements for commitment and expenditure.

Attached is a reconciliation document that outlines the original approved funding amounts and details the adjustments made to arrive at the revised transfer of funding from ARPA to the different funds.

Fiscal Impact: This amendment increases the ARPA funding to General Fund by $4,824,669, decreases ARPA funding to the CRA by $1,442,500, increases the funding to the Water and Sewer Enterprise Fund by $1,075,703 and decreases the ARPA funding for the Stormwater Enterprise Fund by $1,364,917. These adjustments reflect projected ARPA expenses for FY2024.

End of Consent Agenda....
Mayor Smith offered the public an opportunity for public comment. There was none. Council Member Brinkman made a motion to approve the Consent Agenda and Council Member Ready seconded it. The said motion carried 5-0.

PRESENTATIONS

REGULAR AGENDA

8. **Approve Work Authorization No. CH-U01 – Utilities EOC & Operations Building at Main WTP Project (TO No. 331) - Professional Engineering Services - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - CHA Consulting, Inc.** Motion to approve Work Authorization No. CH-U01 with CHA Consulting, Inc., for $437,873.88 for professional engineering design and bidding services associated with the Utilities EOC & Operations Building at the Main Water Treatment Plant (WTP). Funding to support the Utilities EOC Ops Building at the Main WTP is provided by the FY24 Water & Sewer Enterprise Fund.
   Staff: Jimmy Johnson, Director of Utilities

   SUMMARY: The Utilities Department is requesting approval of Work Authorization CH-U01 (Task Order No. 331) with CHA Consulting, Inc. for professional engineering services (design) associated with the additional Utilities EOC Operations Building at the Main Water Treatment Plant (WTP).

   The Utilities Department recently relocated its operations center and crews in a swap with the Public Works Department from the 2400 Building on Kirk Rd to the Main WTP. The current existing buildings and layouts at the Main WTP are not conducive to handling the needs of the department and with the expansion of the department with additional personnel, and with space needs at the Main Village Hall also increasing, the Utilities Department has identified a need to have its own EOC and Operations Building at the Main WTP. The design services will include the demolition of the existing structures, design of a new building, design of a generator for emergency power of the building as well as replace the existing generator for the Main WTP, design of a new fuel storage system, and the design of any civil needs for the site. The EOC and Operations building will house Utilities Field Operations and Utilities Administration, as well as act as the EOC for Utilities during storm events or emergencies. The estimated total construction cost of the building is $7 million.

   Therefore, CHA Consulting, Inc. (formerly Eckler Engineering, Inc.), one of the Village's contracted engineers, has been requested to provide a Work Authorization proposal to design the Utilities EOC Ops Building at the Main WTP.

   Note: This proposal currently only includes design, bidding assistance, bid evaluation, and bid recommendation. An additional proposal will be provided for construction management once a design is determined and finalized. The Village

Council is requested to authorize funding to support all requisite professional engineering services, and all related tasks associated with the design of the Utilities EOC & Operations Building at Main WTP to be completed by CHA Consulting, Inc., the Village's contracted engineering firm. The proposed tasks and associated cost to provide the professional engineering Design and Bidding services to complete this project are $437,873.88.

The Village Council has approved funding ($250,000) within the FY 2024 Budget - Water & Sewer Enterprise Fund to support this project. 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. If approved, it is estimated that the design work will take approximately fourteen (14) months from the date the task order is authorized to CHA Consulting, Inc. and construction is estimated to take approximately twelve (12) months following the Notice to Proceed by the Village.

Staff recommends the approval of the proposed Work Authorization CH-U01 (Task Order No. 331) with CHA Consulting, Inc. for $437,873.88 for professional engineering design and bidding services associated with the Utilities EOC Ops Building on the Main WTP project.

The proposed work authorization was prepared by CHA Consulting, Inc. and reviewed by the Assistant Utilities Director, Village Project Manager, and Finance Director.

Fiscal Impact: Funding to support the Utilities EOC Ops Building at the Main WTP Project (Task Order No. 331) was provided within the Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services for the term of the contract.

Dr. Johnson presented this item. He explained that the Utilities Department is requesting approval for professional engineering services to design an additional Utilities Emergency Operations Center (EOC) and Operations Building at the Main Water Treatment Plant (WTP). The project aligns with a comprehensive plan and infrastructure improvement. The proposed work authorization with CHA Consulting, Inc. totals $437,873.88 for design and bidding services. The construction cost of the building is estimated at $7 million. The Village Council has approved $250,000 within the FY 2024 Budget to support the project. The design work is expected to take approximately fourteen (14) months, followed by an estimated twelve (12) months for construction. He asked for approval of the work authorization.

Mayor Smith offered the public an opportunity to speak. Council Member Ready asked Dr. Johnson what the size of the property is. Dr. Johnson advised that he get this information at a later time for Council Member Ready.

Council Member Ready made a motion to approve Work Authorization No. CH-U01 for a Utilities EOC & Operations Center and Mayor Pro Tem Schmitz seconded it. The said motion carried 5-0.

9. **Amendment No. 1 - Guaranteed Maximum Price (GMP) for Police Department Building Expansion - Contract for Construction Manager at Risk Services - Kaufman Lynn Construction - (Task Order No. 269):** Motion to approve Amendment No. 1 to the GMP Agreement with Kaufman Lynn, Inc., for a Construction Manager at Risk Services for the Police Department Building Expansion to provide pre-construction and construction services for the expansion of the police department building.
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village staff is requesting approval of Amendment No. 1 to the Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc., approved December 8, 2022, to provide pre-construction and construction services for the expansion of the police department building. Amendment No. 1 is the guaranteed maximum price (GMP) of the construction costs for the police department expansion and renovations.

Kaufman Lynn has offered a GMP of $14,163,938 for the building expansion and selected renovations to the existing building (a preliminary cost estimate of $14,142,971 was previously provided). The GMP excludes a conservative savings of 1.25% on sales tax for Village purchase exemptions. Village direct purchase of materials and equipment will result in an estimated savings of $131,750.

As noted at the April 18, 2024 special meeting, there are costs for the police department expansion/renovation that are not included in the GMP including furniture/furnishings and:

Kaufman Lynn's GMP	$14,163,938
Song & Associates costs to finalize construction drawings	$ 70,000
Village Responsibility: owner's representative	$ 200,000
Village Responsibility: network structural cabling	$ 210,782
Village Responsibility: security access control	$ 143,000
Village Responsibility: building systems control	$ 50,000

ESTIMATED TOTAL: $14,837,720

Upon Council approval of the GMP, the construction manager will be issued a Notice to Proceed, Long-Lead Items (generator and switch gear) will be ordered, and temporary measures for police and fire access will be instituted.

Note: While Kaufman Lynn has worked with sub-contractors to obtain the lowest price for the various components of the building, the Village's Owner's

Representative/Project Manager, Greg Siefker, will continue to review the construction drawings, specifications and schedules and provide "value engineering" recommendations on design and materials to guide a building expansion that 1) will allow continued operations in the existing portion of the building during construction, 2) can be constructed within a 12-16 month timeframe based on supply chain knowledge, and 3) is within the Village's programmed budget.

Amendment #1 was prepared by the Village Attorney and reviewed by the Assistant Village Manager, Project Coordinator and Owner's Representative.

Fiscal Impact: Funding to support the Police Department building expansion/renovation is available within the FY 2024 Budget and Proposed FY2025 Budget - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure Surtax (Sales Tax) funds. This project is expected to extend into FY26.

The Village Manager, Mr. Bornstein presented this item. Mr. Bornstein requested approval of Amendment No. 1 to the Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc. The purpose of the amendment is to provide pre-construction and construction services for the expansion of the police department building. Amendment No. 1 represents the Guaranteed Maximum Price (GMP) of the construction costs for the police department expansion and renovations.

Mr. Bornstein stated that the goal is to break ground on August 19, 2024. The Construction Manager at Risk, Mr. Greg Seifert was introduced to the Council. He gave brief comments about the project. He explained there is a plan to replace the windows and doors at the Fire Department. The goal is to complete the project in fourteen (14) months. The Construction Risk Manager plans to work on the expansion and the new building simultaneously.

Mayor Smith offered the public and council an opportunity to speak. There were no comments from the public. Mayor Smith asked if the new building is rated (Hurricane) Category 5.

PUBLIC COMMENT

Mayor Smith introduced Palm Beach County Commissioner Michael Barnett. Commissioner Barnett gave an update about the bridge renovations on 6th Avenue North. He spoke with the Palm Beach County Engineering Department and Mr. David Ricks, who informed him the bridge would reopen August 19, 2024. There is a grand opening expected. He discussed some of the issues that caused delays, like the wrong density that was used by the subcontractor and how there was damage to the piping.

He also complimented the Scouts on their leadership and teamwork - needed lifelong characteristics. He encouraged them to strive and get into public service. The Village Manager, Mr. Bornstein, thanked Commissioner Barnett for his responsiveness to residents.

PUBLIC HEARINGS
None

ACTIONS AND REPORTS
None

VILLAGE MANAGER COMMENTS
The Village Manager, Mr. Bornstein talked about the "Central Cities Coop's".

He mentioned the Transportation Planning Agency's (TPA) discussion and the questions that were asked. The TPA was given a general sense of what is needed to do a short term and long term plan.

VILLAGE COUNCIL COMMENTS
The Council discussed the Village events and invited everyone to the Fishing Event at Sago Park on August 17, 2024, from 10 AM - 12 PM.

At this point, Mayor Smith introduced Battalion Fire Chief Tracy Adams. Chief Adams gave the fire rescue stats. There was a total of 376 calls last month. Council Member Ready asked if the Fire Department used dalmatians. Chief Adams advised that Labradors are generally used.

ADJOURNMENT
Hearing no further business, Mayor Smith adjourned the Village Council Regular Meeting at 7:22 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 **August 8, 2024**. Which minutes were formally approved and adopted by the Village Council on **September 12, 2024.**

Kimberly M. Wynn
Village Clerk

NEXT REGULAR MEETING:
THURSDAY, SEPTEMBER 12, 2024, AT 6:30 PM
(IMMEDIATELY FOLLOWING THE CRA BUDGET MEETING)

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Administration

ITEM #5: Insurance Renewal (FY 2025) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT)

SUMMARY: Gehring Group is recommending that the Village remain with our current carrier, Florida League of Cities (FMIT), for this upcoming plan year, which would provide the Village with the following benefits:

1. Consistency with a single carrier will assist with current and future premium pricing.
2. Maintaining the current carrier would significantly reduce the education and coverage related issues associated with changing to another company.
3. Continuity with adjusters assists in expediting closing of outstanding claims.
4. Provide the highest level of benefits.
5. The Turnkey Recovery program, through Synergy NDS, assists with seamless management of all property damage claims.

Gehring Group provided preliminary budget projections for the Village's insurance program. It was decided not to seek new bids for FY 2025, but to market the program for FY 2026 due to favorable market conditions.

The following program rates were provided by FMIT for the renewal term commencing on 10/1/2024:

Coverage Type	FY 2024	FY 2025
Property & Equipment	$ 511,422.00	$ 514,246.00
General Liability	$ 183,170.00	$ 180,297.00
Auto Liability & Auto Physical Damage	$ 106,339.00	$ 124,138.00
Workers' Compensation	$ 431,224.00	$ 505,605.00
Pollution Liability	$ 3,524.00	$ 3,876.00
Statutory AD&D	$ 2,910.00	$ 3,056.00
LESS: Return of FMIT Premium Credit	N/A	N/A
Total Annual Premium	$ 1,238,589.00	$ 1,331,848.00

* Includes Public Officials Liability & Employment Practice Liability and Law Enforcement Liability, and

Cybersecurity Liability insurance.

Note: Due to catastrophic events worldwide and changes in pricing and structuring of its reinsurance program, FMIT's annual Return of Premium Credit program was suspended by its board of governors in 2019. It has not been reinstituted for FY 24/25.

The Gehring Group recommends that the Village remain with FMIT and continue its coverage. The proposed annual premium has been reviewed by the Village Clerk (who manages our insurance program) and the Finance Director.

If approved, the Village would accept the Florida Municipal Insurance Trust's (FMIT) pricing including all terms, conditions, and pricing. The term of the proposed contract would be for one (1) year and would expire on September 30, 2025. The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services for the term of the contract.

The Village’s Procurement Code, Section 58-2. - Exempt purchases., provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this purchasing code: (29) Payments for casualty and property insurance after approval of a contract by the Village Council.

The proposed annual premiums were prepared by FMIT and reviewed by the Gehring Group, the Village Clerk (who manages our insurance program) and the Finance Director.

If approved, the Village's new premiums for FY 2025 will be effective beginning October 1, 2024.

FISCAL IMPACT:
The proposed premiums are included within the proposed FY 2025 Budget - General Fund and Water and Sewer Enterprise Fund.

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

ATTACHMENTS:
1. VPS - P&C Renewal Evaluation
2. VPS - P&C Renewal - Executive Summary

Village of Palm Springs
Property, Casualty & Workers' Compensation Insurance Renewal Evaluation
Effective: 10/1/2024

	CURRENT			RENEWAL		
	Florida Municipal Insurance Trust			Florida Municipal Insurance Trust		
	2023-2024			2024-2025		
Coverage Type	**Deductible**	**Liability Limits**	**Premium**	**Deductible**	**Liability Limits**	**Premium**
Property	$5,000 AOP; 5% NS	**$ 55,805,992**	**$ 511,422**	$5,000 AOP; 5% NS	**$ 55,337,889**	**$ 514,246**
Inland Marine - Scheduled	$ 5,000	$ 932,303	Included Above	$ 5,000	$ 932,303	Included Above
Flood	Zones B,C,X: $5,000; Zones A&V: NFIP Limit	$ 5,000,000	Included Above	Zones B,C,X: $5,000; Zones A&V: NFIP Limit	$ 5,000,000	Included Above
Crime Coverage	$0	$ 1,000,000	Included Above	$0	$ 1,000,000	Included Above
Active Assailant/Deadly Weapon	$ 2,500	$ 1,000,000	Included Above	$ 2,500	$ 1,000,000	Included Above
General Liability	N/A	$ 1,000,000	**$ 183,170**	N/A	$ 1,000,000	**$ 180,927**
Payroll Basis		***$10,672,005***			***$11,141,050***	
Public Official Liability & Employment Practices Liability		$ 1,000,000	Included Above		$ 1,000,000	Included Above
Law Enforcement Liability		$ 1,000,000	Included Above		$ 1,000,000	Included Above
Cyber Liability		$ 2,000,000	Included Above		$ 2,000,000	Included Above
Auto Liability	N/A	$ 1,000,000	**$ 61,949**	N/A	$ 1,000,000	**$ 76,179**
Personal Injury Protection		$ 10,000	Included Above		$ 10,000	Included Above
Medical Payments		$ 5,000	Included Above		$ 5,000	Included Above
Auto Physical Damage			**$ 44,390**			**$ 47,959**
Comp & Collision Coverage	$1,000	Per Schedule	Included Above	$1,000	Per Schedule	Included Above
# Units/ACV		***149/$4,836,476***			***148 /$4,856,013***	
Workers' Compensation	N/A	Statutory	**$ 431,224**	N/A	Statutory	**$ 505,605**
Payroll Exposure Basis		***$16,134,156***			***$18,743,872***	
Experience Mod Factor		***1.20***			***1.10***	
Total Additional Insurance			**$ 6,434**			**$ 6,932**
Pollution Liability*	$10,000	$ 1,000,000	$ 3,524	$10,000	$ 1,000,000	$ 3,876
Statutory AD&D*	N/A	$75,000		N/A	$75,000	
		$75,000	$ 2,910		$75,000	$ 3,056
		$225,000			$225,000	
Total Annual Premium			**$ 1,238,589**			**$ 1,331,848**
$ Increase/Decrease			**N/A**			**$ 93,259**
% Increase/Decrease			**N/A**			**7.5%**

** Renewal premiums not yet received*

Village of Palm Springs
Property, Casualty & Workers' Compensation
Executive Summary
Effective Date: October 1, 2024

The Florida Municipal Insurance Trust, the incumbent Property, Casualty and Workers' Compensation insurance carrier for the Village of Palm Springs, has provided a renewal proposal for FY 2024/2025 with regards to Property & Inland Marine, General Liability, Public Officials Liability, Employment Practices Liability, Law Enforcement Liability, Auto Liability & Physical Damage and Workers' Compensation insurance coverage. They proposed an overall renewal premium of $1,331,848 which represents an increase of $93,259, or 7.5% versus the expiring premium of $1,238,589.

Because of the ongoing and increasing annual catastrophic losses – the US alone having experienced 31 independent catastrophic events each valued at over $1 Billion in losses in 2023 – reinsurers have significantly modified their underwriting practices, and prediction models have been updated to capture more relevant loss exposure factors. Initially this correction increased the costs to underwrite global property losses and forced carriers to adopt higher retention levels while simultaneously reducing coverage capacity. Therefore, FMIT board members elected to suspend the Return of Premium (ROP) credit as of FY 2019/2020 and made a policy coverage form modification that eliminated Specified Value contracts effective 10/1/23. However, due to these market corrections, we saw increased capital flowing into the reinsurance market and are beginning to see a softening of the Florida Property market with the addition of several new carriers, which has lent to rate stabilization. The Village's Property renewal resulted in a nominal increase of 0.6% for FY 2024/2025.

Workers' Compensation losses amongst the Florida government pools have unilaterally increased over the last several years, and new legislation has subjected these pools to greater anticipated losses, particularly for entities employing Public Safety personnel. Village payrolls increased approximately 16% which impacts underwriting for its Workers' Compensation insurance which, in tandem with the poor loss experience, resulted in a 17.2% increase in premium. The Florida Auto insurance market has continued to see double digit increases as both the cost to repair/replace damaged vehicles and the propensity for larger jury awards for liability claims have grown significantly. The Village's Auto Liability and Physical Damage coverage lines saw a 23% increase and 8% increase, respectively. The Village also receives Pollution Liability and Statutory AD&D coverages with FMIT directly, for which renewal premiums were not available at the time of this agenda submission. Those costs are, however, factored into the overall annual premium total stated above and were adjusted in comparison to expiring.

<u>Summary</u>

Gehring Group recommends that the Village of Palm Springs renew its Property, Inland Marine, General Liability, Automobile, Workers' Compensation and Crime coverages with the FMIT for the package premium of $1,324,916; and renew its Pollution Liability and Statutory AD&D policies with AWAC and National Union Fire Ins. Co., respectively, for a combined premium of $6,932.

The overall program cost for the Village of Palm Spring's FY 2023/2024 Property & Casualty and Workers' Compensation program is $1,331,848.

Village of Palm Springs

<u>Executive Brief</u>

AGENDA DATE: September 12, 2024

DEPARTMENT: Administration

<u>ITEM #6</u>: Approval of Village Council Meeting Schedule - FY 2025

<u>SUMMARY</u>: The Village Charter and the Code of Ordinances mandate that the Council hold at least one monthly meeting. Therefore, the Village Council is requested to approve the following meeting schedule for Fiscal Year (FY) 2025:

<u>2024</u>
Thursday, October 10, 2024
Thursday, November 14, 2024
Thursday, December 12, 2024

<u>2025</u>
Thursday, January 9, 2025
Thursday, February 13, 2025
Thursday, March 13, 2025
Thursday, April 10, 2025 - Annual Reorganization *(Immediately following the CRA Meeting)*
Thursday, May 8, 2025
Thursday, June 12, 2025
Thursday, July 10, 2025
Thursday, July 17, 2025 - Budget Workshop - 5:30 p.m.
Thursday, July 24, 2025
Thursday, August 21, 2025 *(Date changed due to FLC Conference)*
Thursday, September 11, 2025 (1st Budget Public Hearing) *(Immediately following the CRA Meeting)*
Thursday, September 25, 2025 (2nd Budget Public Hearing)

<u>Note</u>: The meeting start time is 6:30 p.m. unless otherwise indicated on the schedule.

<u>FISCAL IMPACT</u>:
The proposed meeting schedule does not have a fiscal impact to the Village.

<u>ATTACHMENTS</u>:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Finance

ITEM #7: Resolution No. 2024-43 - Budget Transfer from Council Contingency FY2024

SUMMARY: The staff has requested that the Village Council consider a $139,527 General Fund Budget Transfer from the Council Contingency. If approved, the proposed budget transfer would amend the following department budgets based on actual and estimated cost projections for the remainder of the fiscal year.

- Village Council - $8,110 to cover the cost of insurance for council members, minor repair and maintenance costs, and other current charges.
- Finance - $47,217 for the implementation of ClearGov budget and the General Fund portion of Raftelis services.
- Other General Government - $1,200 allocated to cover the expense of the OPEB actuarial valuation.
- $48,000 allocated for professional fees related to the mobility plan and consulting services.
- Library - $35,000 to cover the cost of replacement end caps for library shelving.

After the transfer, the Council Contingency will have a remaining balance of $168,633.

FISCAL IMPACT:
This transfer will result in a net decrease of $131,417 to the Village Council budget, with corresponding increases to the following department budgets:

- Finance $47,217
- General Government $1,200
- Planning, Zoning and Building $48,000
- Library $35,000

This will not affect the total General Fund Budget.

ATTACHMENTS:
1. Proposed Resolution No. 2024-43 Budget (Transfer) Amendment
2. Budget Summary AD FY24 TRF CC 091224
3. Budget Transfer from Contingency 091224

RESOLUTION NO. 2024-43

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET TRANSFER AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES FROM COUNCIL CONTINGENCY TO MULTIPLE DEPARTMENTS DURING THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2023 Annual Operating Budget, pursuant to Ordinance No. 2023-11 on September 27, 2023; and

WHEREAS, the Village finds it is necessary and essential to amend the FY 2023-2024 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2023-2024 Amended Annual Operating Budget set forth herein serves a valuable public purpose.

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. The funds and available resources and revenues, more specifically described in "Exhibit A", attached hereto and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

Section 3. The revenues and expenses as set forth in "Exhibit A" are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2023-2024.

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

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this **12th day of September 2024**.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: __________________________________
BEV SMITH, MAYOR

ATTEST:

BY: _____________________________________
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____________________________________
CHRISTY GODDEAU, VILLAGE ATTORNEY

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2023 - 2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 12.4% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	**MILLAGE PER $1,000**	**GENERAL FUND**	**AMERICAN RESCUE PLAN FUND**	**PALM SPRINGS CRA**	**DEBT SERVICE FUND**	**WATER & SEWER ENTERPRISE FUND**	**STORMWATER UTILITY ENTERPRISE FUND**	**TOTAL VILLAGE BUDGET**
Taxes:								
Ad Valorem Taxes	**3.5000**	$6,401,938		$412,907				$6,814,845
Voted Debt Service Ad Valorem Tax	**0.2319**				$424,358			$424,358
Sales and Use Taxes		$3,157,351						$3,157,351
Utility Service Taxes		$3,240,665						$3,240,665
Local Business Taxes		$395,500						$395,500
Permits and Fees		$3,110,700						$3,110,700
Intergovernmental Revenues		$4,549,459	$0					$4,549,459
Charges for Services		$3,399,588				$24,409,469	$528,837	$28,337,894
Fines and Forfeitures		$280,500				$571,746		$852,246
Miscellaneous Revenues		$1,405,380	$24,000	$15,000		$1,190,000	$48,000	$2,682,380
TOTAL SOURCES		**$25,941,081**	**$24,000**	**$427,907**	**$424,358**	**$26,171,215**	**$576,837**	**$53,565,398**
Transfers In		$7,253,801		$472,907		$1,239,923	$3,519,209	$12,485,840
Fund Balances/Reserves/Net Assets		$9,989,611	$9,754,801	$508,051		$9,973,714	$39,367	$30,265,544
TOTAL REVENUES, TRANSFERS & BALANCES		**$43,184,493**	**$9,778,801**	**$1,408,865**	**$424,358**	**$37,384,852**	**$4,135,413**	**$96,316,782**
EXPENDITURES/EXPENSES:								
Legislative		$522,070						$522,070
Executive		$1,104,085						$1,104,085
Finance		$1,085,859						$1,085,859
Legal		$225,000						$225,000
Human Resources		$444,883						$444,883
Information Technology		$1,560,862						$1,560,862
General Government		$2,694,957						$2,694,957
Planning, Zoning & Building		$1,455,743						$1,455,743
Law Enforcement		$20,725,826						$20,725,826
Sanitation		$1,729,946						$1,729,946
Water and Sewer Utility						$34,859,440		$34,859,440
Stormwater Utility							$4,135,413	$4,135,413
Public Works		$6,997,402						$6,997,402
Community Redevelopment Agency				$1,408,865				$1,408,865
Economic Development			$0					$0
Library		$1,156,863						$1,156,863
Parks and Recreation		$2,822,660						$2,822,660
Special Events		$245,430						$245,430
Debt Service					$424,358	$231,280		$655,638
TOTAL EXPENDITURES/EXPENSES		**$42,771,586**	**$0**	**$1,408,865**	**$424,358**	**$35,090,720**	**$4,135,413**	**$83,830,942**
Transfers Out		$412,907	$9,778,801	$0		$2,294,132		$12,485,840
Fund Balances/Reserves/Net Assets		$0	$0	$0	$0	$0	$0	$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$43,184,493**	**$9,778,801**	**$1,408,865**	**$424,358**	**$37,384,852**	**$4,135,413**	**$96,316,782**

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

Transfer Council Contingency RCM 09/12/24

REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2023 - 2024

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01111-59900	Council Contingency	$ 308,160.00		$ 139,527.00	$ 168,633.00
01111-52300	Life, Health & Dental Ins	$ -	$ 7,600.00	$ -	$ 7,600.00
01111-54600	Repair & Maintenance	$ -	$ 500.00	$ -	$ 500.00
01111-54900	Other Current Charges	$ -	$ 10.00	$ -	$ 10.00
01113-53400	Other Contractual Services	$ 11,576.00	$ 47,217.00	$ -	$ 58,793.00
01119-53100	Professional Fees	$ -	$ 1,200.00	$ -	$ 1,200.00
01224-53100	Professional Fees	$ 105,200.00	$ 48,000.00	$ -	$ 153,200.00
01771-56300	Imp Other Than Bldgs	$ 83,500.00	$ 35,000.00	$ -	$ 118,500.00
		$ -	$ -	$ -	$ -
				$ -	$ -
				$ -	$ -
	TOTAL	$ 508,436.00	$ 139,527.00	$ 139,527.00	$ 508,436.00

EXPLANATION : Cover implementation of ClearGov for Budget and General Fund share of Raftelis, provide funding for replacement end-caps of library shelving, cover unbudgeted insurance for Council, minor repairs and other current charges, cover OPEB valuation in General Gov't, provide funding for start of mobility plan professional fees in PZB and Landry Consulting services.

Prepared by:____________________ Date:________________

Approved by:____________________ Date: ________________

Finance Reviewed: Date:

_____ Approved

_____ Denied ____________________ ________________

Village Manager Date

Approved by Council (Date of Meeting) ____________________

Processed by

Finance: ____________________ Date:____________

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Public Works

ITEM #8: Resolution No. 2024-39 Purchase Order - FY 2024 General Fund - Public Works Department - Duval Ford

SUMMARY: On November 10, 2022, the Village Council approved the request from the Public Works Department to purchase two (2) Ford utility trucks. However, due to the limited availability of these trucks and an extended backorder timeline, the Department had to cancel the Purchase Order with the vendor, Duval Ford.

In July 2024, Public Works unexpectedly received the delivery of two 2024 Ford pickup trucks that had been originally ordered and canceled for FY2023. The delay was due to the vendor needing to update their records. As a result, Public Works now has two 2024 Ford utility trucks on hand.

The staff is currently looking to buy replacement trucks using the Florida Sheriff's Cooperative Purchase Agreement. They are leveraging the pricing from FY2023, which is still being honored by the vendor. The new purchase order for Duval Ford will not exceed $126,354.48 through FSA22-VEL-30.

FISCAL IMPACT:
The Purchase Order with Duval Ford will be at an amount not to exceed $126,354.48 and funded through Account #01441-56400.

ATTACHMENTS:
1. 2024-39 - Duval Ford Coop Agreement - Public Works Vehicles
2. Duval Ford - Ford F250 (2ea) Proposal
3. Rec 47861 - VPS
4. Rec 47983 - VPS

RESOLUTION NO. 2024-39

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING A PURCHASE ORDER USING COOPERATIVE AGREEMENT (FSA22-VEL-30) WITH DUVAL FORD TO PURCHASE TWO (2) FORD SUPER DUTY F-250 TRUCKS FOR THE PUBLIC WORKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Works Department must purchase two (2) Ford Super Duty F-250 Trucks for a total amount not to exceed $126,354.48 for the purchase of replacement vehicles; and

WHEREAS, on November 10, 2022, the Village Council approved the request from the Public Works Department; however, due to the limited availability of these trucks and an extended backorder timeline Public Works had to cancel the Purchase Order with Duval Ford; and

WHEREAS, in July 2024, Public Works unexpectedly received delivery of two 2024 Ford pickup trucks that had been originally ordered and canceled for FY2023. The delay was due to the vendor needing to update their records. Consequently, Public Works has two 2024 Ford utility trucks available; and

WHEREAS, Village Staff has determined that the contract awarded to Duval Ford, by Florida Sheriff's Cooperative Purchase Agreement through their competitive selection process, (FSA22-VEL-30) contains all the specifications, terms, conditions and pricing to meet the Village's needs; and

WHEREAS, the Village Purchasing Code, Section 58-8, allows for the Village to award a Cooperative Agreement to sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities with any Florida State, or other governmental entity; and

WHEREAS, it has been determined that it is in the best and most efficient interests of the Village to obtain replacement vehicles to meet the Village operation standards from Duval Ford and have made a recommendation of same to the Village Council.

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

Section 1. Based upon review of the proposal attached hereto and incorporated herein as **Exhibit "A"**, the Village Council hereby authorizes the execution of a Coop Agreement with Duval Ford based on the Florida Sheriff's Association contract (FSA22-VEL-30). Funds for these purchases are available within the FY 2024 General Funds Budget – Public Works Account #01441-56400.

Section 2. Duval Ford is leveraging the pricing from FY2023. The new purchase order for Duval Ford will not exceed $126,354.48 for two (2) Ford F-250 Super Duty Trucks which is being honored by the vendor.

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

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _______ day of SEPTEMBER, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: ____________________________________
BEV SMITH, MAYOR

ATTEST:

BY: ____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____________________________________
CHRISTY GODDEAU, VILLAGE ATTORNEY

Prepared for:

VILLAGE OF PALM SPRINGS UTILITIES
MIKE WOOD
MWOOD@VPSFL.ORG

Contract Holder 8/7/23

Duval Fleet Sales
RICHARD TACKETT
(Work) 904-388-2144
(Fax) 904-387-6816
(mobile) 904-343-6266
RICHARD.TACKETT@DUVALMOTOR.COM
5203 Waterside Dr Jax, Fl 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

$0

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 22-VEL-30 / FSA 22-VEH20. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor Hours.	Parts Quantity	Code	Equipment	UNIT PRICE	EXTENDED
		F2A SOUTH	FORD F250 REGULAR CAB 4X2 PICKUP, Includes Power windows and locks, vinyl seating	$ 42,984.00	$ 42,984.00
		534	F-250 COMPLETE TRAILER TOW PACKAGE – HD Availability: ● Optional on XL, XLT, Includes trailer plug 6 or 7 way ● Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip ● Recommend Trailer Brake Controller (TBC) (52B) – XL SRW ● Recommend Locking Differential	$ 1,485.00	$ 1,485.00
		52B	Trailer Brake Controller (TBC) (Verified to be compatible w/select electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; includes Smart Trailer Tow Connector)	$ 299.00	$ 299.00
		SPRAY SB	HD Spray In Bedliner, Includes Compartment Tops, Interior and Tailgate	$ 1,180.00	$ 1,180.00
		SPRAY BR	HD Spray in Bedliner on Bumper	$ 251.00	$ 251.00
		TINT 1	Window Tint On Front 2 Windows Including Windshield Strip	$ 247.00	$ 247.00
		942	Daytime Running Lamps (DRL) (the non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable)	$ 44.00	$ 44.00
0	1	76C	Exterior Backup Alarm, May be dealer installed	$ 149.00	$ 149.00
0	1	Rs /Cam Relocate	Relocate factory camera	$ 302.80	$ 302.80
0	1	8SB	8' Knapheide 696 SRW 56" CA (Requires Option 31V Ship Through)	$ 13,120.00	$ 13,120.00
0	1	CABSHLD B	Sterling Cab Shield with Mesh Window, Includes Black Pwder Coating and Beacon Provision [H950FSDE]	$ 896.00	$ 896.00
0	1	31*	Ship Thru Qualified body modifier. Includes second stage mso, body certification label and pre-delivery	$ 650.00	$ 650.00
0	1	LED PKG 1	4 Corner Flashing System (2 Surface Mounted In Grille , 2 In Tail Lights) (Specify color at time of order) MCRNS*,	$ 883.44	$ 883.44
0	1	LED PKG 2	16" Mini Whelen Led Century Light Bar - Amber light with Amber Lens- MC16PA	$ 686.00	$ 686.00
0	1	Z1	Oxford White Exterior	$ -	$ -
0	1	AS	Vinyl 40/20/40 seat	$ -	$ -
0	1		0	$ -	$ -
0			**REFERENCE PO 58, THIS REVISION IS FOR THE 24 MODEL YEAR ORDER REPLACEMENT**		
UNIT COST					**$ 63,177.24**

Rate/ Hr

TOTAL QUANTITY	**2**	***TOTAL PURCHASE***	**$ 126,354.48**

VILLAGE OF PALM SPRINGS E

SPEC 106 ORDER # Series..... 9757 9758

ORDER CONFIRMATION

Mike Wood
226 CYPRESS LANE PALM SPRINGS FL 33461

mwood@vpsfl.org

CONTACT PERSON	***Richard***	Richard.Tackett@duvalfleet.com	
PHONE	***904-388-2144***	FAX	904-387-6816
SPEC	***106***	TYPE	2024 F2A 22vel30
PO #	***58***		
Order Date:	***8/7/23***	Estimated Delivery	5/3/24
ORDER PRODUCTION #	9757 9758	UNITS:	2
NOTE			

0

SALES INVOICE
DUVAL FORD
P.O. BOX 7687
JACKSONVILLE, FLORIDA 32238
TELEPHONE (904) 388-2144

DUVAL FLEET
EST. 1916

SOLD TO VILLAGE OF PALM SPRINGS
226 CYPRESS LN
PALM SPRINGS, FL 33461

DATE 07/30/2024

INVOICE NO.	DATE OUR CHARGE	YOUR ORDER NO.	TYPE CAR	I.D. OR LICENSE NO.	SIGNED FOR BY
REC47861	07/30/2024	00000058	FORD	1FTBF2AAXREC47861	

QUANTITY	PARTS NO.	ARTICLE		
1		1FTBF2AAXREC47861	CASH PRICE	63,170.74
		2024 FORD SUPER DUTY F-250 9757	TRADE ALLOWANCE	N/A
			CASH DIFFERENCE	63,170.74
			EXT. SERVICE PLAN	N/A
			DELIVERY FEE	N/A
			TIRE/BATTERY FEE	6.50
			SALES TAX	N/A
			DOC. HANDLING FEE	N/A
			TAG & TITLE	N/A
			TRADE IN PAYOFF	N/A
			CASH BALANCE DUE	63,177.24
			LESS REBATE	N/A
			DEPOSIT	N/A
			TOTAL DUE	63,177.24

PLEASE RETURN PINK COPY WITH PAYMENT

PER FLORIDA STATE STATUTE 218.74 *"All payments, other than payments for construction services, due from a local government entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance."*

SALES INVOICE
DUVAL FORD
P.O. BOX 7687
JACKSONVILLE, FLORIDA 32238
TELEPHONE (904) 388-2144

DUVAL FLEET
EST. 1916

SOLD TO VILLAGE OF PALM SPRINGS
226 CYPRESS LN
PALM SPRINGS, FL 33461

DATE 07/24/2024

INVOICE NO.	DATE OUR CHARGE	YOUR ORDER NO.	TYPE CAR	I.D. OR LICENSE NO.	SIGNED FOR BY
REC47983	07/24/2024	00000058	FORD	1FTBF2AA2REC47983	

QUANTITY	PARTS NO.	ARTICLE			
1		1FTBF2AA2REC47983	CASH PRICE		63,047.19
		2024 FORD SUPER DUTY F-250 9758	TRADE ALLOWANCE		N/A
			CASH DIFFERENCE		63,047.19
			EXT. SERVICE PLAN		N/A
			DELIVERY FEE		N/A
			TIRE/BATTERY FEE		6.50
			SALES TAX		N/A
			DOC. HANDLING FEE		N/A
			TAG & TITLE		123.55
			TRADE IN PAYOFF		N/A
			CASH BALANCE DUE		63,177.24
			LESS REBATE		N/A
			DEPOSIT		N/A
			TOTAL DUE		63,177.24

PLEASE RETURN PINK COPY WITH PAYMENT

PER FLORIDA STATE STATUTE 218.74 *"All payments, other than payments for construction services, due from a local government entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance."*

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Public Works

ITEM #9: Work Order Authorization No. 1 Safe Streets for All (SS4A) Vision Zero Action Plan (Public Works Department) - Craven Thompson and Associates

SUMMARY: The Village received a $200,000 Planning and Demonstration grant from the USDOT FHWA in FY2024 for the development of a Safe Streets for All (SS4A) Vision Zero Action Plan. The Village is required to fund a $50,000 match, for a total of $250,000 available for the development of the Action Plan. The Village will work directly with the Consultant to analyze, study, develop and finalize a Vision Zero Action Plan for safety improvements to our roadway corridors. Once completed, the Village will be able to apply for Implementation grant funding for construction of the safety improvements identified in the initial plan. The Work Order Authorization is for an amount not to exceed $250,000 and is being funded by grant funds and General fund match. The consultant, Craven Thompson and Associates, is currently under contract for consulting services from RFQ2024R-01 (CCNA).

FISCAL IMPACT:
The Work Order Authorization is being funded by the USDOT FHWA SS4A grant in the amount of $200,000 with the Village contributing $50,000 from 01441-53100, for a total amount not to exceed $250,000.

ATTACHMENTS:
1. SS4A - Fully Executed Agreement
2. SS4A - Craven Thompson Work Order Authorization

1. **Federal Award No.**
693JJ32440338

2. **Effective Date**
See No. 16 Below

3. **Assistance Listings No.**
20.939

4. **Award To**
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Unique Entity Id.: GDBNMCZ6UMK5
TIN No.: 596020405

5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. **Period of Performance**
Effective Date of Award to
24 Months.

7. **Total Amount**

Federal Share:	$200,000
Recipient Share:	$0
Other Federal Funds:	$0
Other Funds:	$50,000
Total:	$250,000

8. **Type of Agreement**
Grant

9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. **Procurement Request No.**
HSA240324PRF

11. **Federal Funds Obligated**
$200,000

12. **Submit Payment Requests To**
See Article 5.

13. **Description of the Project**
The Village of Palm Springs is developing an Action Plan to prioritize safety by identifying areas with high crash rates, improve traffic flows, engage the public and proposing solutions for safe streets for all.

14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.4
1010.610066

RECIPIENT

15. Signature of Person Authorized to Sign

Michael Bornstein
Michael Bornstein (Jul 8, 2024 12:01 EDT)

Signature Date

Name: Michael Bornstein

Title: Village Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

HECTOR RAMON SANTAMARIA Digitally signed by HECTOR RAMON SANTAMARIA Date: 2024.07.17 09:49:30 -04'00'

Signature Date

Name: Hector Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the Village of Palm Springs (the "**Recipient** ").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the SS4A Planning and Demonstration Grant to the Village of Palm Springs in the State of Florida .

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program,", which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: SS4A Planning and Demonstration Grant to the Village of Palm Springs in the State of Florida

Application Date: July 10, 2023

2.2 Award Amount.

SS4A Grant Amount: $200,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The TPA's Vision Zero Action plan includes encouraging Palm Beach County and its 39 municipalities to adopt Vision Zero policies and local action plans to advance community safety. The Village of Palm Springs is a frequent advocate for Complete Streets through its capital infrastructure program and was one of Palm Beach County's first municipalities to adopt a Vision Zero Policy in November 2021 (Resolution No. 2021-36).

The Village of Palm Springs will ensure the Action Plan prioritizes safety by identifying areas with high accident rates or potential hazards and proposing a solution to mitigate them. The comprehensive safety action plan will lead to the development of strategies and projects that will address both existing and future vulnerabilities for motorists and other non-motorized users within the transportation system. Through the assessment of the existing data and policies, significant public engagement and an equity analysis based on the population characteristics of the community, the Plan will result in an effective tool for the City to provide safe streets for all.

The Village of Palm Springs is planning for its Action Plan to improve traffic flow and reduce congestion.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	**Schedule Date**
Planned NEPA Completion Date:	N/A – Grantee submitted CE Exclusion Checklist – April 2024
Planned Draft Plan Completion Date:	February 2025
Planned Final Plan Completion Date:	April 2025
Planned Final Plan Adoption Date:	May 2025
Planned SS4A Final Report Date:	June 1, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$200,000
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	
In-Kind Match:	$0
Other Funds:	$50,000
Total Eligible Project Cost:	$250,000

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only **- N/A**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Felipe Lofaso
Director of Public Works
Village of Palm Springs
226 Cypress Lane, Palm Springs, FL 33461
561-584-8200
flofaso@vpsfl.org

4.2 Recipient Key Personnel.

Name	Title or Position
Felipe Lofaso	Public Works Director
Tim Crespo	Public Works Assistant Director
Kim Glas-Castro	Assistant Village Manager

4.3 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Hector Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator - Florida
Agreement Officer's Representative (AOR)
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2200
florida.fhwa@dot.gov

and

Carlos A. Gonzalez
Florida Division Office Lead Point of Contact
Transportation Specialist
3500 Financial Plaza, Suite 400
Tallahassee, FL
(850) 553-2221
Carlos.A.Gonzalez@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "**AO**") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Village of Palm Springs, FL municipal boundaries consisting of Florida Mango to the east, Military Trail to the west, Lake Worth Road to the south and Summit Blvd to the north

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Previously Incurred Costs			N/A	N/A
Future Eligible Project Costs				
SS4AFunds			N/A	N/A
Other Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Future Eligible Project Costs			N/A	N/A
Total Project Costs			N/A	N/A

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

To ensure an inclusive and representative process, an equity analysis is needed. This analysis will focus on initial equity impacts on underserved communities within the Village. These communities will be identified through data and other analyses in collaboration with appropriate partners. The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies. The Village has a diverse population that includes thousands of minorities, ethnicities, and older adults. According to the U.S. Census, the Village is 58.5% Hispanic, 18.6% White, 16.9% Black, and 4.8% Asian, with the remaining percentage including other ethnicities. The underserved communities of the population are often the most vulnerable to vehicle-related fatalities and injuries.

> The Village of Palm Springs is planning for its Action Plan to improve traffic flow and reduce congestion. The Village will consider factors such as traffic volume, peak travel times, and bottlenecks to identify areas where improvements are needed. By implementing strategies like adding lanes, optimizing signal timing, or creating alternative routes, these plans can enhance transportation efficiency, reduce travel times, and improve overall mobility in the community.

In order to measure and examine the effects of improved traffic flows and reduced congestion on minority and low-income communities, post implementation studies and analyses will be required. The Village will work with the consultant in identifying and analyzing these minority and low-income communities, develop measurable strategies for traffic flow and congested areas, and perform post-implementation studies to assess the positive effects, including but not limited to reduction in accidents, reduction in bottlenecks, increased usage of public transit, and increased use of alternative modes of transportation.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Village of Palm Springs will ensure the Action Plan prioritizes the impacts of climate change and mitigation strategies that align with the Southeast Florida Regional Climate Change Compact. These strategies will be considered and evaluated for each component of the Action Plan and the resulting project that is constructed in the Village.

Climate change resiliency strategies that are currently being implemented within the Village include electrification of the fleet, broader recycling program, LED lighting conversion projects, stormwater flooding mitigation projects, stormwater quality retrofit projects, and increased vegetation and plantings Village wide. These strategies are being implemented and integrated into every day maintenance and capital improvement projects.

The development of the Action Plan will incorporate climate change and environmental justice impacts as part of the overall plan.

In an effort to measure and evaluate the environmental justice impacts of the Action Plan, the Village will work with the consultant to determine current resiliency strategies and their effectiveness, and then develop and implement additional strategies to further incorporate climate change and environmental justice programs into all facets of decision making for policy, construction, and maintenance Village-wide.

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

X	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
X	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

[] The Village ensures all positions are good paying jobs by conducting market research to remain competitive and fair. Currently, the Village has two unions PBA and SEIU. Specific positions within the Village are considered union based. The employee has the option to become a member paying employee by opting into paying dues. Each union has a Collective Bargaining Agreement that provides guidelines for specific situations (i.e., wages, certification pay, overtime, emergency pay etc). The contracts are usually for a three year term (subject to change during bargaining).

The Village of Palm Springs shall not discriminate on the basis of race, color, national origin, gender, religion, age, marital status, disability, or any other category protected by law, in employment or the provision of services. It is the intent of the Village to guarantee all persons equal opportunity to participate in or enjoy the benefits of Village services, programs, or provide reasonable accommodation in compliance with the

Americans with Disabilities Act (ADA); however, the Village reserves the absolute sole right to determine if the presence of any disability, as defined by the ADA, prevents the performance of the essential functions of an employee's position. The Village also has adopted a Drug Free Workplace Program in accordance with and pursuant to Section 440.102 of the Florida Statutes.

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : **August 2, 2024** VILLAGE RFQ. NO.: **2024R-001**

WORK AUTHORIZATION NO.: ____________ FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: ______ G/L CODE: ______________________________

CRAVEN THOMPSON & ASSOCIATES PROJECT NO.: __________________

PROJECT TITLE: **Village of Palm Springs Vision Zero Action Plan**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated June 20th, 2024 between the Village of Palm Springs ("VILLAGE"), and Craven Thompson & Associates, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The Village of Palm Springs is developing a Vision Zero Action Plan to eliminate fatal and severe injury collisions through data-driven analysis, stakeholder engagement, and implementation of safety strategies across engineering, education, and enforcement domains.

II. SCOPE OF SERVICES

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

Task 1: Project Management

1.1 Project Kick-Off Meeting

The CONSULTANT Team will schedule a Kick-Off Meeting within two weeks of Notice to Proceed. We will prepare the meeting agenda, sign-in sheets, and a brief presentation to ensure meeting productivity.

1.2 Monthly Reporting/Invoicing

CONSULTANT will prepare monthly invoices and progress reports in accordance with the Village of Palm Springs's invoicing and reporting methodologies. CONSULTANT will obtain any templates or protocols from the Village of Palm Springs staff, as available.

1.3 Regular Project Management Meetings

The CONSULTANT Team will facilitate biweekly meetings with the project team and relevant staff. CONSULTANT also proposed to maintain all the meeting notes, agenda and action items through Google Docs which will be a living document throughout the life of project and provide open and up-to-date communication.

Task 2: Assessment of Existing Policies, Programs, & Practices

The purpose of this task is to ensure that the Vision Zero Action Plan (VZAP) visions and goals align with prior planning efforts. Additionally, we aim to verify that the potential strategies (referred to as "E's strategies") remain consistent with local and regional policies and guidelines.

We will summarize contents and key transportation and safety elements of the aforementioned documents in a Technical Memorandum. We ensure the VZAP is developed consistent with the following documents:

- FHWA - Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA - Developing Safety Plans: A Manual for Local and Rural Road (2012)
- FHWA - Systemic Safety Project Selection Tool (2013)
- FHWA - Local and Rural Road Safety Program
- Highway Safety Manual
- NACTO, AASHTO, ITE/CNU, Florida Greenbook, MUTCD
- US Access Board - Public Right of Way Accessibility Guidelines (ADAAG) (2023)
- Technical Memorandum summarizing the Existing Policies, Programs, and Practices

Task 3: Vision Zero Task Force/Community Engagement & Assessment (Stakeholder Engagement and Collaboration)

3.1 Vision Zero Task Force

The CONSULTANT Team with the assistance of Village of Palm Springs's staff, identify and recruit relevant parties to participate in the village-wide Vision Zero Task Force Group, including but not limited to:

- Elected officials or designated representatives
- Village Planning/Public Works staff
- FDOT, Palm Beach TPA and Palm Beach County Representatives
- Health and Human Services
- Law Enforcement/Public Safety (Police, Fire, EMS, et al.)
- Palm Beach County School Board Representative
- Advocates - Bicycle and Pedestrian Coalition
- Local businesses – Chamber of Commerce
- Community and Faith Based Organizations
- Residents from identified Disadvantaged Communities

Under this task CONSULTANT Team will attend up to four (4) meetings organized by the Village of Palm Springs.

3.2 Vision Zero Task Force & Public Outreach Schedule

Under this task, the CONSULTANT Team in consultation with Village of Palm Springs will develop a public outreach plan which will include scheduled public outreach meetings, data gathering and incorporating information from the Palm Beach TPA, FDOT, Palm Beach County, and Village of Palm Springs., a process to identify data sharing agreement and travel patterns from the various agencies including data scrubbing and data sharing techniques. A total of two (2) public outreach meetings will be organized to solicit and listen to community concerns, review data and documents at key milestones. CONSULTANT will develop presentation materials and documents for outreach meetings and will attend all of the above-mentioned meetings.

3.3 Webpage

Under this task, to solicit feedback, communicate data and information to the public we will develop a Vision Zero Webpage on VZFLA.com with an interactive, user-friendly map tool. The interactive map tool will provide an overview of Vision Zero and its principles, purpose, goals, and objectives with complete instructions for using the tool. The webpage will include but not limited to project overview, events, project updates, comment boxes, contact information, a public draft review section, in addition to an interactive GIS mapping and interactive input.

3.4 Evaluation & Analysis of Collected Information

Under this task, the information collected from community engagement and stakeholder groups will be summarized, evaluated, and analyzed. Based on the evaluation and analysis the findings will be cross- referenced with project recommendations in existing countywide plans.

Based on assessment of existing programs, policies and other relevant documents, input from the stakeholders and vision zero task force group and in consultation with Village of Palm Springs, CONSULTANT Team will develop Vision Zero Statement, Guiding Principles and Goals and Objectives of the plan at the onset of the project.

Task 4: Policy Review and Vision Zero Statement

Based on assessment of existing programs, policies and other relevant documents, input from the stakeholders and vision zero task force group and in consultation with Village of Palm Springs, CONSULTANT Team will develop Vision Zero Statement, Guiding Principles and Goals and Objectives of the plan at the onset of the project.

Task 5: Data Collection & Analysis

CONSULTANT will be using GIS data analysis maps, implementable actions, and performance measure for other clients.

5.1 Data Analysis

- **Collision Data:** CONSULTANT will obtain the latest 10 years of collision data from available sources provided by Village of Palm Springs. We will obtain county, regional, and statewide statistics and collision data for comparison. If data is available, we would also collect attributes associated with collisions that would assist to identify the number of collisions that involves visitors.

- Volume Data: We will utilize the Average Daily Traffic (ADT) and turning movement counts available for calculating crash rates. We will work with Village staff on obtaining counts from relevant studies, engineering and traffic surveys, or travel demand models. The ADT information will be recorded in Excel and GIS (shapefile) formats.
- Systemic Analysis: The CONSULTANT Team will conduct a village-wide collision analysis for all collisions, with an emphasis on Fatal and Severe Injury (F+SI) collisions. This will be a data-driven process including the following steps:
- Collision Trend: Analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type, and violation category.
- Collision Profile: Combining collision factors to identify prominent collision types.

As part of our efforts, we will create GIS-based maps, charts, and other visualizations to enhance decision-making. Additionally, we will compile a technical memorandum summarizing the collision analysis and mapping outcomes. As part of the project, the CONSULTANT will identify the High Injury Network (HIN) within the Village of Palm Springs. By ranking collision rates across the roadway network, we can pinpoint collision-prone locations. These corridors are particularly responsible for fatal and serious injury crashes in the area. Based on the collision analysis and HIN identified, the CONSULTANT Team will identify emphasis areas and develop a collision profile. The collision profile will include description and goals of the emphasis area, indicating the primary risk factors, collision types, facility type, and related collision statistical summary.

The emphasis areas will inform the identification of countermeasures, policy strategies, and safety projects in later stages of the project.

Task 6: Implementation & Evaluation Strategies

6.1 Policy & Strategies Development

The CONSULTANT Team will share its experience and involvement in safety related projects, as well as suggest the most feasible and reasonable practices that Village of Palm Springs should take into consideration for implementation. A Vision Zero Policy is the guiding principle of the VZAP. It establishes a foundation for ongoing actions and updates of the VZAP. The Vision Zero Policy will include but not limited to overarching goals and objectives of Village of Palm Springs's Vision Zero initiatives, clear target on fatal and severe injury collision reductions and eventual elimination, suggested departmental involvement, and performance tracking methods.

6.2 Safety Projects Development

In addition to pedestrian/bicycle-specific improvements, we will explore solutions for enhancing safety for all roadway users within the Village of Palm Springs. We will also consider the safety improvements identified as part of other studies within Village of Palm Springs at high-risk locations and will review the effectiveness of any improvements that have already been implemented using available historical collision data comparisons. In this task CONSULTANT will identify and develop one project concept and grant application which will be eligible for the Safe Streets for All (SS4A) Implementation Project.

6.3 Safety Program Development

CONSULTANT will also identify non-engineering strategies of education, encouragement, and enforcement. We will develop actions, performance measures, and monitoring steps for each emphasis area. We will first review existing safety programs provided by local jurisdictions and extract ongoing efforts that could be utilized for the emphasis areas.

CONSULTANT will work closely with Village of Palm Springs's public works and emergency management departments to develop strategies that will help calm traffic and improve compliance of traffic regulations.

CONSULTANT will coordinate with local jurisdictions to identify most at-risk populations for targeted messages. We want to address transportation safety for all modes and include all the community irrespective of social, racial, and economic status and to achieve safer transportation for all.

The public information strategy will be aligned with Vision Zero policy which could include but not limited to:

- Number of crashes involving bikes, pedestrians, school-aged children, and seniors
- Number of crashes where alcohol was the prime factor
- Number of injury and fatal crashes
- Rate of injury and fatal crashes per 1,000 population
- Bicycle and pedestrian counts along major corridors
- Number of children walking or bicycling to schools

6.3 Implementation Framework

The CONSULTANT Team will first provide a matrix of pursuable Federal and State grant fact sheets that instruct Village of Palm Springs's staff with materials and timeline for each funding opportunity. We will develop the Implementation Plan as part of the VZAP, based on the E's strategies with detailed descriptions, estimated timeline of completion, responsible agencies, and potential funding sources.

Task 7: Vision Zero Plan Outline, Final Plan, & Appendices

The CONSULTANT Team will develop a VZAP plan outline consisting at a minimum the following chapters:

- Executive Summary
- Acknowledgements
- Vision Statement
- Introduction
- Stakeholder Engagement
- Goals, Objectives and Strategies
- Policy and Planning Context
- Existing Conditions
- Best Practices
- Policy Development
- Proposed Safety Projects and Programs
- Implementation Plan

VZAP outline will describe the purpose and flow of each chapter, as well as lists of potential figures, maps, and tables and their purposes within that particular chapter. The CONSULTANT Team will complete a Draft VZAP including all components mentioned above. We will present the Draft VZAP to the Technical Advisory Committee, the Palm Beach TPA Vision Zero Committee and the Village Council to receive approval/acceptance of plans, as well as any additional input prior to finalization. In addition, we will email a web link of the Draft VZAP to all stakeholders that have participated in the planning process with instructions on how they can provide feedback. Upon receipt of the feedback, the CONSULTANT Team will revise and generate the Final VZAP based on input.

Task 8 Draft Vision Zero Plan Presentation & Adoption

Under this task, CONSULTANT will prepare and attend up to two council meeting to present the findings and also assist with adopting the Resolution and the Action Plan. CONSULTANT Team will present the Draft VZAP to Village of Palm Springs's Village Council for adoption. Based on the input received from the Council, the Draft VZAP will be revised to incorporate the input. The Final VZAP will be submitted for approval and adoption.

Task 9 Grant Support Services

The CONSULTANT will assist the Village with all necessary documentation and support required for the Safe Streets and Roads for All (SS4A) grant. This includes reviewing and gathering essential documentation, preparing required reports, forms, and supporting materials, and ensuring compliance with all grant requirements and deadlines. The team will provide guidance throughout the documentation process to guarantee accuracy and completeness, ultimately helping the Village meet all necessary criteria for the SS4A grant.

The CONSULTANT will support the Village in applying for the 2024 SS4A demonstration grant cycle to inform the Vision Zero Action Plan. This involves developing a compelling grant application that includes a detailed narrative, comprehensive budget, realistic project timeline, and clear project scope for a series of quick-build projects such as signing, pavement markings, and the use of bollards and delineators. The team will collaborate with Village stakeholders, facilitate communication with relevant agencies, and provide post-submission support to address any questions or additional requirements, ensuring a strong and compliant application.

III. DELIVERABLES

Task 1: Project Management

- Monthly progress reports and invoices
- Biweekly meeting agendas and minutes

Task 2: Assessment of Existing Policies, Programs, & Practices

- Technical Memorandum summarizing existing policies, programs, and practices (1, PDF)

Task 3: Vision Zero Task Force/Community Engagement & Assessment

- Stakeholder Workgroup Contact List (1, Excel)
- Task Force and Public outreach calendar/schedule (1, PDF)
- Meeting materials (maps, visuals, collateral) for 4 Task Force meetings and 2 public meetings (6 sets, PDF and PPT)
- Meeting notes/summaries (6, PDF)
- Vision Zero Webpage on VZFLA.com with interactive map tool (1, Web-based)
- Summary analysis of Public/Stakeholder feedback (1, PDF)
- Matrix cross-referencing projects with public comments (1, Excel)

Task 4: Policy Review and Vision Zero Statement

- Vision Zero Statement, Guiding Principles, Goals and Objectives document (1, PDF)

Task 5: Data Collection & Analysis

- Village-wide injury and collision data analysis summary for 10 years (1, PDF)
- Village-wide High Injury Network (HIN) GIS Map (1, GIS shapefile and PDF)
- Data dashboard for sharing collision and injury data

Task 6: Implementation & Evaluation Strategies

- Short, mid, and long-term action list of projects and programs (1, Excel)
- Draft policy and resolution templates (1 set, Word)
- Short/mid/long-term funding plan (1, PDF)
- One project concept and grant application for SS4A Implementation Project (1, PDF)

Task 7: Vision Zero Plan Outline, Final Plan, & Appendices

- VZAP Outline (1, Word)
- Draft VZAP and Appendices (1, PDF)
- Final VZAP (1, PDF and print-ready format)
- VZAP PowerPoint presentation (1, PPT)

Task 8: Draft Vision Zero Plan Presentation & Adoption

- Council meeting presentations (2, PPT)
- Final VZAP with Council-requested changes (1, PDF and print-ready format)
- All plan data/documents/graphics files/GIS in electronic format (1 set, various formats)

Task 9: Grant Support Services

- Documentation for 2023 SS4A Grant (1 set, various formats as required by grant)
- 2024 SS4A Demonstration Grant Application with supporting documents (1 set, PDF and required grant format)

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1

Table 1
Schedule

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Notice to Proceed	0	0
Task 1: Project Management	365	365
Task 2: Assessment of Existing Policies, Programs, & Practices	45	45
Task 3: Vision Zero Task Force/Community Engagement & Assessment	180	180
Task 4: Policy Review and Vision Zero Statement	30	75
Task 5: Data Collection & Analysis	90	165
Task 6: Implementation & Evaluation Strategies	60	225
Task 7: Vision Zero Plan Outline, Final Plan, & Appendices	75	300
Task 8: Draft Vision Zero Plan Presentation & Adoption	30	330
Task 9: Grant Support Services	60	365
Project Completion	0	365

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

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of $250,000.00as outlined in Table 2.

Table 2: Budget Summary

Task Description	Fee
Task 1: Project Management	$27,800.00
Task 2: Assessment of Existing Policies, Programs, & Practices	$6,340.00
Task 3: Vision Zero Task Force/Community Engagement & Assessment	$44,540.00
Task 4: Policy Review and Vision Zero Statement	$9,640.00
Task 5: Data Collection & Analysis	$44,580.00
Task 6: Implementation & Evaluation Strategies	$50,600.00
Task 7: Vision Zero Plan Outline, Final Plan & Appendices	$24,355.00
Task 8: Draft Vision Zero Plan Presentation & Adoption	$15,520.00
Task 9: Grant Support Services	$26,100.00
Printing and Miscellaneous	$525.00
Total	**$250,000.00**

VI. ASSUMPTIONS

- Translation Services
- Media Relations
- Social Media and ad placement
- Digital Surveys

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated JUNE 20, 2024, by and between the Village of Palm Springs ("VILLAGE") and CRAVEN, THOMPSON & ASSOCIATES, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CRAVEN THOMPSON & ASSOCIATES

By: ______________________________

Print Name: Patrick J. Gibney, P.E.

Title: Vice President, Engineering

VILLAGE OF PALM SPRINGS

By: ______________________________

Date: ______________________________

Village Attorney's Office

Approved as to form and legality

By: ______________________________

(Required if over $25,000)

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Utilities

ITEM #10: Termination of Utility Easement - 2601 and 2603 10th Avenue North

SUMMARY: Staff is requesting the termination of the Utility Easement agreement located at 2601 and 2603 10th Avenue North (Northwest corner of Florida Mango Road and 10th Avenue North). The current easement is for a ten-foot (10') wide utility easement over the Village's existing 10" water main that runs along the south and east sides of the property.

The termination is being requested by the current property owner to allow for a turning lane into the property and a right-of-way dedication to Palm Beach County. At a later date, the property owner will dedicate a new utility easement outside of Palm Beach County's Right of Way for any future installation, construction, reconstruction, operation, inspection, maintenance, service, tie-in, removal, relocation, repair, replacement and improvement to the Village's utilities.

FISCAL IMPACT:
The proposed utility easement agreement would not have a direct fiscal impact to the Village.

ATTACHMENTS:
1. Termination of Easement

Prepared by and return to:
The Law Office of Paul A. Krasker, P.A.
1615 Forum Place, 5th Floor
West Palm Beach, FL 33401

TERMINATION OF EASEMENTS

Before me, a notary public, appeared Bev Smith as the Mayor of the Village of Palm Springs, a municipal corporation ("Affiant"), who after first being duly sworn, deposes and states as follows:

1. The of Village of Palm Springs, a municipal corporation, hereby terminates those certain utility easements granted by 10th Avenue Partnership LTD, a Florida limited partnership, which easements were accepted by the Village and are recorded in Official Records Book 29756, Page 251 and Official Records Book 29786, Page 1183 of the Public Records of Beach County, Florida (collectively the "**Easements**").

2. Since the Easement Property referenced in each of the Easements will be redeveloped, the Village of Palm Springs hereby terminates, releases, and abandons any rights, title or interest it may have in, to and arising from the Easements, and directs the Clerk of Palm Beach County to cancel same of record.

FURTHER AFFIANT SAYETH NAUGHT.

Village of Palm Springs, a municipal corporation

By: ________________________________
Bev Smith, Mayor

ATTEST:

By: ________________________________
Village Clerk

Witness:

By: ________________________________
Print Name:______________________________
Print Address:____________________________

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

Sworn to and subscribed to before me on this _____ day of ___________, 2024, by means of physical appearance by **Bev Smith**, the Mayor of the Village of Palm Springs, a municipal corporation, who is personally known to me.

[Notary Seal]

____
Signature of Notary

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Public Works

ITEM #11:

SUMMARY: On July 25, 2024, Village council approved the CDBG Captial Improvement Agreement between Palm Beach County and the Village of Palm Springs (Resolution 2024-32) for the FY25 grant allocation for the Phase 2 Solar Lighting on Lakewood Road Project in an amount of $139,194.00. After the agreement was executed and finalized, the County notified the Village on August 8, 2024, that a new Exhibit was required to be added that should have been included in the original agreement. The new Exhibit "B" outlines the Federal Provisions and Certifications as required by Federal law to be incorporated into these agreements. The Village attorney recommended that the item be reviewed and approved by Council to formalize the incorporation of Exhibit "B" and maintain compliance with the Federal requirements for the project.

FISCAL IMPACT:
Fiscal impact unchanged from original approved agenda item Resolution 2024-32.

ATTACHMENTS:
1. Revised 8-8-24_PALM SPRINGS_CDBG CAPITAL AGREEMENT FY24-25 (002)

<u>CDBG CAPITAL IMPROVEMENT AGREEMENT</u>

<u>BETWEEN PALM BEACH COUNTY</u>

<u>AND</u>

<u>VILLAGE OF PALM SPRINGS</u>

THIS AGREEMENT, (the “Agreement”) with an effective date of **<u>October 1, 2024</u>** (“Effective Date”), by and between **Palm Beach County** (“County”), a political subdivision of the State of Florida, and the **<u>Village of Palm Springs</u>**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **226 Cypress Lane, Palm Springs, FL 33461** (“Subrecipient”).

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-24-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **<u>FY2024-2025</u>** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit “A” attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **<u>$139,194</u>** (“Grant Funds”) to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. <u>DEFINITIONS</u>

(A) "County" means Palm Beach County.
(B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
(C) "DHED" means Palm Beach County Department of Housing & Economic Development.
(D) "Subrecipient" means the **<u>Village of Palm Springs</u>,** a Subrecipient as defined in 2 CFR Parts 184 and 200.
(E) "DHED Approval" means the written approval of the DHED Director or his designee.
(F) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
(G) "Low and Moderate Income Persons" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.
(H) “Program Income” means *gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as* defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes “income” from revenues where “income” is more limited, and is constituted by revenues less expenses, i.e., <u>profit</u>.

(I) "Revenues" means funds generated by activities housed on a property assisted with CDBG funds.

(J) "Project" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.

(K) "County's Urban County Program" shall mean the Urban County Qualification Program as defined by HUD.

2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. TIME OF PERFORMANCE

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **December 31, 2025** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient certifies that the activity(ies) carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 CFR 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objectives of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit "A" and defined in 24CFR 570.208(a)(1)(i).

5. FUNDING DISBURSEMENT TO SUBRICIPIENT

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **$139,194**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

In order to do business with County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If Subrecipient intends to use sub-consultants, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS.

All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED.

The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference.

In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**
Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**
DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY
The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions.

This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance**.

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28.

The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the

Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications.

The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
(B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(E) Florida Statutes, Chapter 112;
(F) Palm Beach County Purchasing Code;
(G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(H) Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/
(I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. <u>TERMINATION AND SUSPENSION</u>

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) **<u>TERMINATION FOR CAUSE</u>**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **<u>TERMINATION FOR CONVENIENCE</u>**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **<u>TERMINATION DUE TO CESSATION</u>**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

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

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Sherry Howard, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Felipe Lofaso, Director of Public Works
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

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

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The Subrecipient is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law.

The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.

D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

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

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. The **Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available**.

B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement**.

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.

F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of ______________________, 20___.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: ______________________________
Bev Smith, Mayor

By: __________________________
Kimberly M. Wynn, Village Clerk

By: ______________________________
Michael Bornstein, Village Manager

By: ________________________________
Glen Torcivcia, Attorney for Subrecipient

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS

By: ___________________________
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Approved as to Form and
Legal Sufficiency

By: ___________________________
Howard J. Falcon III
Chief Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing & Economic Development

By: ___________________________
Sherry Howard
Deputy Director

EXHIBIT "A"

CAPITAL PROJECT
SCOPE OF WORK

A. **PROJECT SCOPE**: The scope of work for the **street lighting Phase II improvements along Lakewood Road** shall include, but not be limited to the installation of approximately sixteen (16) new solar lights between Kirk Road and Davis Road, to enhance lighting for pedestrians, cyclists and motorists. Improvements typical of street lighting improvement type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are located within Lakewood Road right-of-way between Kirk Road and Davis Road.

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

Procurement process and contract award for all goods and services shall be in compliance with the City's Procurement Code, 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

In the event specifications for goods, services and or construction activities are required, the following shall apply:

(1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:
- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award. **The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE, Section 3 businesses, meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200)**.

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

B. **<u>PROFESSIONAL SERVICES</u>**: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the improvements at Lakewood Road to implement Phase II of the Street Lighting project**,** located within the Village of Palm Springs. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

C. FUNDS DISBURSEMENT TO SUBRECIPIENT

The County agrees to disburse Grant Funds on a reimbursement basis to the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall it request reimbursement for payments made after the Expiration Date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request disbursements of funds from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for disbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the disbursement and its amount, as well as the name and signature of the person making the request. Disbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment, the Palm Beach County Finance Department shall make payment as stated above.

D. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities shall be as follows:

Award Construction Contract by:	March 31, 2025
Submit for 50% Reimbursement of CDBG Funds by:	July 15, 2025
Complete Construction by:	October 31, 2025
Submit for 100% Reimbursement of CDBG funds by:	December 31, 2025

If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

E. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

F. DAVIS-BACON AND RELATED ACTS (DBRA):
The Davis-Bacon Act Coverage applies to contracts in excess of $2000 to which the Federal Government or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works and requires that contractors and subcontractors pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:
(1) Compliance with applicable DBRA Wage Decisions(s) or salaries per trade.
(2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
(3) Contractor and sub-contractor debarment affidavits.
(4) Obtaining contractor and subcontractor certified payrolls.
(5) Review of certified payrolls and documentation related thereto.
(6) Compliance actions for payroll related issues.
(7) Employee/worker interviews and follow-up review of certified payrolls.
(8) Ensure restitution due underpaid workers has been paid prior to project completion.

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED. **Prior to release of Retainage/Final Payment, the Subrecipient shall provide to DHED, proof in writing that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.**

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under ‘County Obligations’, of this Agreement.

G. <u>BUILD AMERICA BUY AMERICA (BABA)</u>

Subrecipient shall comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient’s project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

(1) all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

(2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

H. <u>REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)</u>:

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

<u>User Responsibilities</u>

(1) Subrecipients, and its contractors/subs shall <u>NOT</u> create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.

(2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).

(3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.

(4) Subrecipient shall require <u>all</u> fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

<u>Disclaimer of Warranties for LCRS</u>

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

(1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.

(2) The service will meet Subrecipient's requirements or expectations.

(3) Any stored data will be accurate or reliable.

(4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.

(5) Errors or defects will be corrected.

(6) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an “AS IS” basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

I. <u>INSURANCE BY SUBRECIPIENT</u>:

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute. Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers’ Compensation insurance in accordance with Chapter 440, Florida Statutes.

(1) **<u>Waiver of Subrogation</u>**: Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

(2) **<u>Certificates of Insurance</u>**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

(3) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

(a) **Commercial General Liability**: Municipality shall maintain limit of liability insurance with minimum limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

(b) **Business Automobile Liability**: Insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.

(c) **Workers’ Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer’s Liability.

J. BONDING REQUIREMENTS: The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908, defined by HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

K. CONSTRUCTION PAYMENT RETAINAGE: Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient. **Subrecipient shall provide documentation for approval to DHED, as proof of compliance prior to the Subrecipient releasing retainage/final payment.**

L. REPORTS: The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Schedule “I” to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Monthly Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They shall be used by DHED to assess the Subrecipient’s progress in implementing the project.

M. USE OF THE PROJECT FACILITY/PROPERTY: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

(a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
(b) The requirements of paragraph (2) of this section are met.

(2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount

of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

N. <u>HUD SECTION 3 REQUIREMENTS</u>: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75, as they apply to Section 3 Covered Projects as defined by HUD in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For the purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the herein described construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, excluding licensed professional services contracts entered into after November 30, 2020.

Section 3 Reporting Requirements: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (D): <u>Required Use of the Labor Compliance Reporting System (LCRS)</u>.

Additional Section 3 reporting requirements: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

Section 3 Clause: The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

<u>Section 3 Clause</u>:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient to the County for submittal to the Department of Housing and Urban Development.

(ii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iii) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

O. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

P. COUNTY OBLIGATIONS:

(1) Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **$139,194**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.

(2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.

(3) Provide technical assistance to the Subrecipient when requested.

(4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.

(5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in paragraph P(2) above:

(a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
(b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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SCHEDULE "I"

MONTHLY PERFORMANCE REPORT

Reporting Period:	**Month**		**Year**	
Subrecipient Name:				
Agreement/ MOU/ Amendments include Start Date, End Date				
Project Name:				

A. Reimbursement Request Requirements Per Agreement (Cumulative)	
50% reimb date	$0.00
100% reimb date	$0.00 *Total Funding Amount*

B. CDBG Reimbursement Requests

1. Enter information in the BLUE cells only. In Column C, enter the monthly Projected Reimbursement Request amounts for each month. The projections should meet the target dates in your agreement.
2. In Column D, enter the amount of Actual Reimbursement Requests, if any, for the reporting period.
3. Column F tracks the Actual Reimbursement Request vs. the full funding amount. In order to meet the July 15 Performance Requirements, the cells in Column F should be yellow by the July 15 date. In order to meet your 100% expenditure, the cells should be green by the 100% expenditure date.

A	B	C	D	E	F
Reporting Period	**Cumulative Requirement per Agreement**	**Reimb Request per month (Projected)**	**Reimb Request per month (Actual)**	**Cumulative Reimb Request (Actual)**	**Difference to Total Funding Amount**
Oct-22				0.00	0.00
Nov-22				0.00	0.00
Dec-22				0.00	0.00
Jan-23				0.00	0.00
Feb-23				0.00	0.00
Mar-23				0.00	0.00
Apr-23				0.00	0.00
May-23				0.00	0.00
Jun-23				0.00	0.00
Jul-23				0.00	0.00
Aug-23				0.00	0.00
Sep-23				0.00	0.00
Oct-23				0.00	0.00
Nov-23				0.00	0.00
Nov-23				0.00	0.00
Jan-24				0.00	0.00
Feb-24				0.00	0.00
Mar-24				0.00	0.00
Apr-24				0.00	0.00

MONTHLY PERFORMANCE REPORT (CONT'D)

May-24				0.00	0.00
Jun-24				0.00	0.00
Jul-24				0.00	0.00
Aug-24				0.00	0.00
Sep-24				0.00	0.00
Oct-24				0.00	0.00
Nov-24				0.00	0.00
Dec-24				0.00	0.00
Jan-25				0.00	0.00
Feb-25				0.00	0.00
Mar-25				0.00	0.00
Apr-25				0.00	0.00
May-25				0.00	0.00
Jun-25				0.00	0.00
Jul-25				0.00	0.00
Aug-25				0.00	0.00
Sep-25				0.00	0.00
Oct-25				0.00	0.00
Nov-25				0.00	0.00
Dec-25				0.00	0.00
TOTAL FUNDING		0.00	0.00		
	difference to total funding	$0.00	$0.00		

C. Amounts Budgeted/ Expended to date:				
Enter any additional sources of funds and the amount of the funds budgeted/ expended in this period.				
Funding Source	**Budgeted**	**Expended**	**Percentage Expended**	**Requested for Reimbursement**
CDBG Funds		$0.00		$0.00
Other				
Other				
Total		**$0.00**		

D. Describe any changes in budgeted amounts during this reporting period, and the source of funds.

E. Project Performance				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Performance Benchmark	**Required Date**	**Projected Date**	**Actual Date**	**Benchmark Met Y/N**
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				

MONTHLY PERFORMANCE REPORT (CONT'D)

Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe your project progress during this reporting period.

G. Report prepared by:			
Enter the name of the person completing this report, contact number and the date of signing. Double-click on the X line to save a copy of this file and digitally sign this report.			
Name		**Signature**	_X_ _
Tel/ Contact No.			
Date			

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development

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SCHEDULE "II"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. <u>RENOVATION</u>

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED <u>prior</u> to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.

(c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.

1. An Asbestos Abatement Specification (Work Plan)
2. Post Job submittals, reviewed and signed by the FLAC

(d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, “Compliance requirements for renovation work involving material containing <1% asbestos”, dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles (“transite”).

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

(a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.

(b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan).
2. Post Job submittals, reviewed and signed by the FLAC.

(c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos” is mandatory.

(f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. <u>RENOVATION</u>

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. <u>DEMOLITION</u>

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. <u>NESHAP FORM</u>

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient .

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
   1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
   2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.

(i) US Department of Labor, OSHA Standard Interpretation
   1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
   2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
   3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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SCHEDULE "III"

PROJECT BUDGET

ORGANIZATION: Village of Palm Springs
PROGRAM: CAPITAL IMPROVEMENT - Lakewood Road Solar Lighting PH2
FY 2024-2025 PALM BEACH COUNTY CDBG

CONTACT NAME: Felipe Lofaso
TITLE: Director of Public Works
PHONE: 561-584-8200 Ext 8952

A. CAPITAL IMPROVEMENTS

Deliverables	Annual Salary	% Alloc to Program	PBC County CDBG Funding	% Alloc to Program	Village Funding	% Alloc to Program	State Funding	% Alloc to Program	Other Funding	TOTAL
Planning & Design	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Mobilization	$0	0%	$5,000	0%	$0	0%	$0	0%	$0	$5,000
Demolition	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Construction Implementation/Mangement	$0	0%	$59,194	0%	$0	0%	$0	0%	$0	$59,194
Materials	$0	0%	$75,000	0%	$0	0%	$0	0%	$0	$75,000
Sub-Total	**$0**		$139,194		$0		$0		$0	$139,194
Other Items:										
Insert	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Insert	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Insert	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Insert	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Insert	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Sub-Total	**$0**		**$0**		**$0**		**$0**		**$0**	**$0**
TOTAL PROGRAM BUDGET			**$139,194**		**$0**		**$0**		**$0**	**$139,194**

EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT FEDERAL PROVISIONS AND CERTIFICATIONS INCLUDING 2 CFR Part 200 Appendix II

For purposes of this Exhibit "B" Subrecipient shall also be defined as Contractor

1. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering SUBRECIPIENT and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering SUBRECIPIENT may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering SUBRECIPIENT, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. <u>Contract Work Hours and Safety Act</u> (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

3. <u>Clean Air Act Clean Water Act (for contracts exceeding $150,000).</u>

(a) Clean Air Act (Contracts in excess of $150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection SUBRECIPIENT Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of $150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection SUBRECIPIENT Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. <u>Suspension and Debarment</u> (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to COUNTY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor’s sealed bid or proposal or as otherwise required by the COUNTY. Upon request, successful Contractor agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of $100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding SUBRECIPIENT.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the COUNTY. Upon request, successful Contractor agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means the People's Republic of China.
Covered telecommunications equipment or services means:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive SUBRECIPIENT on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. <u>Domestic Preference for Procurements</u>.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. <u>Notice of COUNTY Reporting Requirements</u>.

(a) General. The COUNTY is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the COUNTY to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the COUNTY may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the COUNTY as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the COUNTY to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to COUNTY policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. <u>Records Requirements</u>.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time.

Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the COUNTY or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(b) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the COUNTY, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. <u>Compliance with Federal Laws</u>. This Agreement is being funded in whole or in part with federal funds awarded to the COUNTY by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. <u>False Statements</u>. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. <u>No Obligation by the U.S. Government</u>. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the COUNTY or any third party resulting from the performance of this Agreement.

14. <u>Increasing Seat Belt Use in the United States</u>. COUNTY encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. <u>Reducing Text Messaging While Driving</u>. COUNTY encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. <u>Title VI of the Civil Rights Act of 1964</u>. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. <u>Affirmative Socioeconomic Steps</u>. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus are firms are used when possible.

18. <u>Reimbursement.</u> under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B)

CERTIFICATION REGARDING DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Village of Palm Springs**

ADDRESS: **226 Cypress Lane, Palm Springs, FL 33461**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

______________________________ ______________________________

Michael Bornstein, Village Manager **Date**

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding $100,000)

The undersigned Subrecipient 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 Subrecipient, 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 SUBRECIPIENT, 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 Subrecipient, **Village of Palm Springs**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

______________________________ ______________________

Michael Bornstein, Village Manager **Date**

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Public Works

ITEM #12: Resolution No. 2024-42 Emergency Purchase Order with Advanced Control Corporation for the Police Department's existing building HVAC system control upgrades

SUMMARY: As part of the review process of the integration of the existing police department building with the new police department expansion project, staff met and reviewed the HVAC controls systems with Advanced Control Corporation. As this work was excluded from the Kaufman Lynn scope of work and determined to be contracted separately by the Village, the plan was to perform this work during the interior renovations of the existing police building to minimize disruption to the occupants in early 2025.

Over the last 60 days, the occupants of the police building have been experiencing excessive HVAC system failures and consistent temperatures over 80 degrees within critical functions such as the dispatch center, the Police Chief's office, and the server room. Public Works contacted Advanced Control Corp. to assess the situation and, due to the age and antiquated nature of the original control equipment and sensors, the HVAC control system upgrades need to be implemented immediately. The emergency PO with Advanced Control Corp. as authorized by the Village Manager and Finance Dept. provides staff with the ability to engage the services of Advanced Control Corp. immediately to procure the necessary parts and equipment to resolve the issues. The Emergency Purchase Order was issued on August 23, 2024, for an amount not to exceed $55,921.00.

FISCAL IMPACT:
The Emergency Purchase Order with Advanced Control Corporation is being issued in an amount not to exceed $55,921.00 from Account #01229-56200.

ATTACHMENTS:
1. Resolution No. 2024-42 for Emergency PO with Advanced Control Corp
2. Village of Palm Springs PD BMS Modernization Rev
3. Village Manager Emergency Authorization - Advanced Controls

RESOLUTION NO. 2024-42

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, RATIFY THE EMERGENCY PURCHASE ORDER WITH ADVANCED CONTROL CORPORATION TO UPGRADE THE HVAC CONTROL SYSTEM IN THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, part of the review process of the integration of the existing police department building with the new police department expansion project, staff met and reviewed the HVAC controls systems with Advanced Control Corporation; and

WHEREAS, Over the last sixty (60) days, the occupants of the police building have been experiencing excessive HVAC system failures and consistent temperatures over 80 degrees within critical functions such as the dispatch center, the Police Chief's office, and the server room; and

WHEREAS, the Emergency Purchase Order was issued on August 23, 2024, for an amount not to exceed $55,921.00; and

WHEREAS, this work was excluded from Kaufman Lynn’s scope of work and determined to be contracted separately by the Village, the plan was to perform this work during the interior renovations of the existing police building to minimize disruption to the occupants in early 2025; and

WHEREAS, Section 58-12 of the Village’s Purchase Code, authorizes the Village to make emergency purchases or repairs without following the required competitive selection purchase requirements set forth in this purchasing code; provided that prior to any department director authorizing an emergency purchase, the director has obtained oral or written approval from the village manager and provided a written explanation of the emergency to the village manager as early as possible, but not later than 24 hours after the purchase with a copy provided to the finance department. Council approval or ratification shall be required at the next available regular or special meeting when the amount of the emergency purchase exceeds either $35,000.00 or the emergency purchasing authority of the village manager as set forth below.

WHEREAS, the emergency purchase order gives staff the ability to engage the services of Advanced Control Corporation immediately to procure the necessary parts and equipment to resolve the issues; and,

WHEREAS, The Emergency Purchase Order with Advanced Control Corporation was issued on August 23, 2024, and authorized by the Village Manager and Finance Department based on the foregoing, for an amount not to exceed $55,921.00.

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

Section 1. The recitals set forth above are incorporated into this Resolution as true findings of fact by the Village Council.

Section 2. The Village of Palm Springs hereby authorizes the emergency purchase of HVAC System Control Upgrades.

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this **12th** day of **September 2024**.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____________________________________
BEV SMITH, MAYOR

ATTEST:

BY: ______________________________
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: ______________________________
CHRISTY GODDEAU, VILLAGE ATTORNEY

Corporate Headquarters
6001 NE 14th Avenue, Fort Lauderdale, FL 33334
954.491.6660
Tampa/West Florida Office
15201 Roosevelt Blvd, Suite 112, Clearwater, FL 33760
727.241.6000

Village of Palm Springs Police Department

230 Cypress Ln, Palm Springs, FL 33461

EcoStruxure™ Building Operation BMS Modernization PD

Document Revision History

Version	Release Date	Author(s)	Reason for Change
1.0	7-8-2024	Kyle York	Proposal

Project Description: Building Management System **Type:** Building Automation System Controls

Introduction

Advanced Control Corporation (ACC) is pleased to offer for your consideration this proposal for an EcoStruxure™ Building Operation (EBO) BMS modernization. The existing Andover Controls Continuum network of controllers has been in service throughout the building since the building's original construction. The Andover Controls products have proven themselves to be reliable components performing every day. These existing products can be migrated into the newest state of the art platform, and thus utilize all the modern features of the EcoStruxure products, including mobile applications, open system architectures, ioT integration and web-based graphics. The physical controllers are fine and will continue to operate going forward.

The following is included in this proposal:

- EBO controllers
- Software programming and graphics
- Engineering, submittals, and as-built drawings
- BAS/DDC wiring
- System commissioning services
- One (1) year warranty on new devices and services

Goals

- Modernize the existing building management system with the installation of new EcoStruxure™ Building Operation next-generation edge level (master) controllers.
- Migrate the system to the EcoStruxure™ Building Operation platform including graphics and GUI support. EcoStruxure™ Building Operation software is the edge control heart of the EcoStruxure Building system to monitor, manage and control building systems.
- Modernize the building management system's HVAC for Air Handling Units (AHUs) and Variable Air Volume Boxes (VAVs) by replacing the sensors and controllers associated to each.
- Eliminate the risk of decreasing system performance due to legacy/aging technology.
- Take advantage of new features, speed, performance, etc.

ADVANCED
CONTROL CORPORATION

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Enterprise Server Software Features:

Global System View and Access
The entire system can be accessed and configured through the Enterprise Server to provide easy mass change engineering, data analysis, and data aggregation.

Centralized Alarms and Data Management
Alarms from multiple devices throughout the site, including Automation Servers, are collected by the Enterprise Server for centralized logging, display, and management. Users can also view event logs and trend logs from multiple servers.

Text and graphics-based programming tools
The Enterprise Server has both Script and Function Block programming options. This flexibility ensures that the best programming method can be selected for the application.

Open Building Protocol Support
Supports Native LON®, BACnet™, and Modbus® communication protocols for connection to Schneider Electric and Third-Party control systems, fire alarm systems, electric meters, gas meters, water meters, and VFD's.

Web Services Support
Supports the use of Web Services based on open standards, such as SOAP and REST, to consume data into the EcoStruxure™ BMS. Use incoming third-party data (temperature forecast, energy cost) over the Web to determine site modes, scheduling, and programming.

Mobile Support
Conveniently access your EcoStruxure™ solution from an iPhone® or iPad®

Trend Data Collection
Real time, historical, and dynamic creation of custom graphic reports accessible through web-based applications and onsite displays.

Scheduling
Graphical calendar with special events and holidays scheduling.

Advanced Activity Log:
Provides an audit trail functionality which every action is logged with a timestamp, the user who performed the action, and the values that were changed.

Security
Username and password are required to log on to the system. The permission system provides a security level of the highest standards.

IT Friendly and Secure
The Enterprise Server communicates using networking standards, such as DHCP, HTTP, and HTTPS. This makes installation easy, management simple, and transactions secure.

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Webstation Web-based User Interface Software Features:

Fully Functional User Interface
Users can view and manage graphics, alarms, schedules, trend logs, reports, and maintain user accounts.

Language Settings
Software automatically uses the regional settings and preferred language.

Custom System Settings
Software can be customized to the viewing preference of each user.

Efficient Alarm Management
Alarms are presented in a simple and efficient way and can be color coded, grouped, and filtered. Alarms can be assigned to a user or group of users by a dispatch center or manager.

Graphics Capability
The vector-based graphics stored locally in the Automation Server or Enterprise Server are available to authorized users from wherever they log on.

IT Friendly and Secure
Webstation is based on standard web technologies and requires no special configuration to the client or server.

EBO AS-P Automation Server / System Controller:

AS-P System Controller
Compact, powerful, and versatile server, that can act as a standalone server, control central I/O modules, and monitor and manage field bus devices.

The AS-P system controller performs key functionality such as control logic, trend logging and alarm supervision, and supports communication and connectivity to I/O and field buses. EcoStruxure™ BMS's distributed intelligence helps ensure tolerance against faults and provides a robust user interface. In small installations, the embedded AS-P acts as a standalone server with I/O modules. In medium/large installations, functionality is distributed over multiple units via TCP/IP.

The AS-P Controller offers the following features:

- Numerous connectivity ports, including dual Ethernet, for communication with a wide variety of protocols, devices, and servers
- Models available with or without UL 864 smoke control, as well as for applications that do not require LonWorks
- Powerful authentication and permissions
- Open building protocol support & Native BTL-listed BACnet support
- Web Services and EcoStruxure™ Web Services support
- Scalable customer configurations with control of up to 464 I/O points
- Expansions for remote I/O resources
- External log storage option
- IT-friendly with standard network communication
- TLS support for encrypted communication

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Scope of Work

Advanced Control Corporation (ACC) shall:

- Furnish and install one (1) CAT6 network riser to connect all controllers in the system.
- Furnish and install one (1) EBO Automation Server (AS-P), power supply and network repeater for the Building Management System (BMS). Includes programming and configuration for integration to the building Ethernet system network or its own standalone network.
- Programming and integration of the current building management system:
  - One (1) Air Handling Units (AHU)
  - Fifteen (15) Variable Air Volume terminal units (VAV)
  - All floor plans associated with the police department.
  - Any alarms and system schedules in place.
- Provide new network repeaters as needed to load balance the subnetworks based on manufacturer's recommendations.
- Develop new Graphics for the EBO platform for all units currently in the system:
  - One (1) AHU
  - Fifteen (15) VAVs
  - ALL Floor plans
- Furnish and Installation of new sensors and controllers listed below:
  - Fifteen (15) SpaceLogic RP-V VAV controllers
    - Sixteen (16) SmartX temperature sensors with LCD display
  - One (1) SpaceLogic MP-C AHU controller
    - One (1) CO2 duct sensor
    - One (1) Belimo actuator
    - Three (3) duct temperature sensors
    - Two (2) room humidity sensors
    - Two (2) differential pressure sensors
- Training Services.
- All conduit and network cable needed for work above.

Pricing

Description	Price, US$
EcoStruxure™ Building Operation Migration One Time Fees	$55,921.00

General Clarifications, Assumptions and Other Considerations

1. Customer to provide CAD files for the floor plan to be used in the engineered drawings and graphics systems.
2. Any existing Andover Controls Continuum equipment removed will become the property of Advanced Control Corporation, such as NetController's, Infilinks and their associated Power Supplies.
3. Prior to commencement of work on the system, an ACC technician will assess the health of the existing system and if found faulty, will make corrective recommendations, which will then be proposed. Corrective actions must take place prior to system migration.
4. ACC shall use the existing network devices for the new network. During the system evaluation period, ACC will load test the existing system network switches, and make recommendations.
5. The new system is IP based and a CAT6 would need to go between the floors. This cable does not exist. It's unknown if there is an IP network that we can use, or most likely we will need to run a new CAT6 connection between the floors in the riser. For that reason, we would need a pathway between floors with enough space for this cable. It is assumed that there is sleeve space within the electrical room for a new CAT6 cable between floors for a vertical riser. ACC specifically excludes this raceway between floors.
6. ACC's proposal is based on the existing units in the building. If more masters or units are added, the proposal will increase in price accordingly.
7. All Fire Alarm devices and installation for the Fire/Smoke Evacuation system are specifically excluded and are by others. It's recommended that the FAS service provider be present for the cutover of the dry contacts from the old to the new system. The cost of this service is not included in this proposal.
8. If a security escort is required for ACC to perform work on any floor, the cost of a security escort is not included in this proposal.
9. It is assumed that the bulk of the work will be performed during normal business hours, with critical cutovers done after hours.
10. Proposal assumes remote access available for graphics modifications and programming services.
11. Proposal assumes open access to work areas.
12. Customer to provide and maintain a secure external network connection for our remote use during our work, and after for support.
13. An Uninterruptible Power Supply (UPS) for the AS-P is not included. If it is determined that the AS-P should be on a UPS, the cost would need to be added into the project.
14. A final project plan shall be developed in close cooperation with the customer after proposal acceptance and shall encompass all final deliverables and activities specified herein. The project schedule may be extended due to client induced delays, force majeure events, and/or ACC's inability to obtain specific products due to supply chain issues beyond its control
15. Proposal assumes mechanical equipment is existing and in working condition.
16. Proposal assumes IP network connection is existing throughout the building (near to the AS-P locations). If not, it must be provided by others.
17. Plenum wire will be utilized in concealed areas.
18. If a lift is required for access, it will be provided by others or quoted separately.
19. All work shall be performed during ACC's normal business hours, Monday to Friday, 7:00AM to 5:00 PM. Additional charges shall apply for any work requested by Client to be performed outside of ACC's normal business hours.
20. This proposal is governed and construed by ACC's General Terms and Conditions of Sale.
21. Taxes if applicable are not included.

22. Permit Fee is not included. If one is needed it will be quoted separately.
23. Prices proposed are valid for 30 days.
24. Our pricing does not include any equipment, system, parts, materials, and/or labor not explicitly referenced in our Scope of Work.
25. Labor Rates are standard Labor Wages. Prevailing Wage or Davis Bacon is not included in this scope of work or pricing.
26. One (1) year parts and labor warranty is included. Please note that warranties extended by Advanced Control Corporation on items purchased for this project shall not exceed the warranties granted to Advanced Control Corporation by its suppliers.

Next Steps

- Perform engineering site visit to confirm assumptions.
- Perform the work.

Your Advanced Control Account Representative for this project:

Kyle York, Sales Engineer
Advanced Control Corporation
6001 NE 14th Avenue
Fort Lauderdale, FL 33334
Phone: (954) 491-6660 Ext 126
Mobile: (954) 299-0124
Email: kyork@advancedcontrolcorp.com
Web: www.advancedcontrolcorp.com

Project Acceptance

Name	Company	Title	Email address
Signature	**Date**	**PO**	**Comments**

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ADVANCED CONTROL CORP GENERAL TERMS AND CONDITIONS OF SALE

For good and valuable consideration, the parties agree that the terms and conditions contained herein are the sole terms and conditions of sale and/or for service and represent the sole and complete Agreement between the parties and supersede all prior oral and/or written representations, understandings, proposals, agreements, and communications regarding the subject matter hereof. The parties agree that no additional terms will be binding upon Advanced Control Corporation (hereinafter referred to as "ACC") even if they appear on Purchaser's formal purchase order, acceptance form, or any other of Purchaser's documents unless signed by an authorized representative of "ACC".

1. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by "ACC".
2. PAYMENT TERMS:
   A. GENERAL PAYMENT TERMS are net thirty (30) days from date of invoice where satisfactory open account credit is established and maintained. "ACC" reserves the right to revoke or modify Purchaser's credit at its sole discretion. Unless noted elsewhere a mobilization deposit of fifty percent (50%) will be required upon acceptance of customer's order. Progress payments to one hundred percent (100%) of order value will be invoiced monthly based upon equipment delivered or stored and work performed. At "ACC's" sole option, Purchaser shall pay cash in advance, or upon delivery, or as otherwise specified by "ACC". In the event that Purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, "ACC" shall have the option to withhold any further shipments of materials and/or the provision of services, if any, until Purchaser's account is fully paid. Further, in the event payment is not received according to Terms, "ACC" may, at its discretion, assess interest at the maximum rate allowed by law or at the rate of 1.5% per month, whichever is less. Purchaser also agrees to pay all costs incurred by "ACC" in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorneys fees.
   B. CUSTOM SOFTWARE PAYMENT TERMS are as provided in section A. above with the following exceptions. A non-refundable twenty percent (20%) initial payment will be invoiced upon acceptance of Purchaser's order. A non-refundable progress payment of forty percent (40%) of order value will be invoiced upon Purchaser's approval of a Custom Software Development Specification. The final forty percent (40%) payment will be invoiced upon delivery by "ACC" of Custom Software.
   C. SECURITY SYSTEM / ACCESS CONTROL SYSTEM PAYMENT TERMS are as provided in Section A. above with the following exceptions. A non-refundable 20% down payment is required with Purchaser's order. Progress Payments will be invoiced based upon shipments to Purchaser.
   D. CANCELLATION: Any permitted cancellation must be made in writing. Recognizing that "ACC's" damages arising from cancellation will be difficult to estimate or determine, the following charges shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs "ACC" will actually incur in reliance upon this Agreement, and not as a penalty: If, prior to shipment, Purchaser cancels this Agreement or any portion thereof, for any reason not attributable to "ACC", Purchaser agrees to pay "ACC" an amount equal to 20% of the price of the products canceled. If Purchaser cancels after shipment, Purchaser agrees to pay the above 20% of the price of the products canceled, return the products already shipped, and to pay "ACC" an additional amount equal to 20% of the value of the returned products to cover the estimated costs of transportation and restocking.
3. ADVANCED CONTROL CORPORATION SERVICES: Purchaser further agrees that "ACC" offers various levels of services and that the Purchaser, after reviewing the same, has contracted with "ACC" to perform only the services described in writing in this Agreement. "ACC" denies liability for materials, supplies or work provided by other persons. Unless specifically contracted for, "ACC" denies any supervisory role and this Agreement shall not commit "ACC" to any supervisory role, including, but not limited to, the placement or routing of any wires or other Product.

   If this Agreement includes a quote for Monitoring Services to be supplied by "ACC", Purchaser agrees for himself, and any assignees to this Agreement, that "ACC" shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign a "ACC" Monitoring Agreement approved and signed by an authorized representative of "ACC".

   If this Agreement includes a quote for Maintenance Services to be supplied by "ACC", Purchaser agrees for himself, and any assignees to this Agreement, that "ACC" shall have no duty to perform such Maintenance Services until and unless the Purchaser and any assignee, including but not limited to the end-user, agree to and sign a "ACC" Maintenance Service Agreement approved and signed by an authorized representative of "ACC".
4. SHIPMENT: All Equipment is shipped F.O.B. shipping point.
5. SECURITY INTEREST: The Purchaser grants to "ACC", and "ACC" retains, a security interest in all Products, Software, and proceeds thereof shipped pursuant to this Agreement until the Purchaser shall have made full payment for the Product. Such interest is intended to be effective as a purchase money security interest. Purchaser agrees that "ACC" may file this Agreement as a financing statement. In the event of failure to make payment on the due date in accordance with terms designated, the entire balance shall become due and payable at once. In case of default of payment, and to the extent permitted by law, "ACC" shall have the right to take possession of the Product or Software immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said Product or Software. For the purpose of assisting "ACC" in perfecting its security interests in any "ACC" Product or Software

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delivered to the Purchaser, Purchaser agrees to inform "ACC" immediately if any other entity has or may have any security interest, perfected or otherwise, in the "ACC" Product or Software described on the face of this Agreement and shipped to Purchaser. The Purchaser agrees to pay "ACC's" costs of collection, including without limitation reasonable attorney's fees and legal expenses, and that the same are secured by the security interest granted herein. The Purchaser shall not sell, prior to payment, (except in the ordinary course of business), mortgage, pledge, or lease said Product or Software without prior written permission of "ACC".

6. LIMITATION OF WARRANTY: Purchaser understands that "ACC" is not an Insurer. Subject to the limitations below, "ACC" warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of the Product or 18 months after Product shipment whichever is earlier, provided, however, that "ACC's" sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which "ACC" determines to be defective, at "ACC's" sole option and subject to the availability of service personnel and parts, as determined by "ACC". "ACC" warrants expendable items including, but not limited to, video and print heads, television camera tubes, video monitor display tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. "ACC" does not warrant devices designed solely to fail in protecting a system such as, but not limited to, fuses and circuit breakers. "ACC" warrants that any "ACC" Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. "ACC's" sole obligation with respect to Software, and purchaser's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

   THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE AS DETERMINED BY "ACC" AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   Warranty service will be performed at no charge between the hours of 8:00 am to 5:00 pm local time, Monday through Friday exclusive of "ACC's" holidays. Warranty service requested to be performed at other than during "ACC's" normal work hours shall be chargeable at "ACC's" standard overtime rates. All repairs or adjustments that are or may become necessary under the warranty provisions of this Agreement shall be performed only by an authorized representative of "ACC". Any repairs, adjustments, or interconnections performed by the Purchaser or anyone other than an authorized "ACC" representative shall void all warranties.

7. LIMITATION OF LIABILITY: "ACC" SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL LOSS OR DAMAGE TO THE PURCHASER OR USER OF THIS PRODUCT AND/OR SOFTWARE ARISING OUT OF, AMONG OTHER THINGS, THE OPERATION OR FAILURE OF THE PRODUCT AND/OR SOFTWARE TO OPERATE, THIS AGREEMENT, THE INSTALLATION, USE, DESIGN OR FUNCTION OF ANY "ACC" PRODUCT AND/OR SOFTWARE.

8. LIMITATION OF REMEDY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, if any, portion of any loss or injury would be proximately caused by the failure of "ACC's" Product and/or Software to operate, or to operate properly, or "ACC" to perform any of its obligations or services described herein, UNDER NO CIRCUMSTANCES WILL "ACC'S" LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, DESIGN OR FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND SOFTWARE SOLD BY "ACC", BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. THIS SUM SHALL BE THE PURCHASER'S SOLE, COMPLETE AND EXCLUSIVE REMEDY AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES OR A LIMITATION OF LIABILITY AMOUNT AGREED ON BY THE PARTIES AND NOT AS A PENALTY. IN NO CIRCUMSTANCES WILL "ACC" BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY, THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes "ACC" to increase the amount of the above limitation of liability or liquidated damages amount stated in this Agreement, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will an increase in the purchase or contract price be construed to mean that "ACC" is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser.

9. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that "ACC" is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where the "ACC" Product, Software or Services, which form the basis of this Agreement, are delivered, assembled, installed, used, or performed. "ACC" agrees to obtain and maintain insurance coverage including general liability, workers compensation and automobile insurance during the term of this Agreement. "ACC" agrees to list Purchaser as an additional insured on all such policies and to provide a Certificate of Insurance.".

10. WAIVER OF SUBROGATION: Purchaser does hereby for itself and all other parties claiming under it release and discharge "ACC" from and against all hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company, insurer, or any other third party will have any right of subrogation against "ACC".

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11. LIMITATION ON ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against "ACC", its agents, employees, and/or officers more than one year after the claim arises, whether known or unknown when the claim arises, provided however, that if there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 6 above.
12. DRAWINGS: All drawings and wire diagrams provided by "ACC" in connection with this Agreement are protected under United States Copyright Laws and intended solely for the use of the installing contractor as a general guide for the installation of the System. These drawings and wire diagrams are prepared in accordance with the project plans and specifications available to "ACC" at the time of the bid and are NOT intended to be System design or approval documents. "ACC" is not a design professional. Under no circumstances is any clause in this Agreement or any actions taken by "ACC" to be construed in such a way as to impose upon "ACC" the duties or liabilities of a design professional.
13. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duly authorized representatives.
14. SOFTWARE LICENSE AND USE: Software Products provided by "ACC" are licensed, not sold, to the Customer. Customer has only a non-exclusive, non-transferable license to use the Software ("License"). "ACC" retains all right, title and interest to the Software. In some cases, "ACC" may have a right to re-license the Software. "Software" shall mean any part of Software provided by "ACC" in machine readable form indicated on this Agreement or contained in any "ACC" Product indicated on this Agreement or ordered subsequently, any modified versions and all related documentation. Customer shall use the Software only on the Product and at the Product Site listed herein. Any Software received by Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. "ACC" may terminate this License if Customer: (1) fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; or (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return the Software to "ACC" and destroy all copies of the Software, including memory or storage copies.
15. PROTECTION AND NON-DISCLOSURE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall implement adequate procedures controlling access to and use of the Software consistent with the protection of "ACC's" rights. Customer may duplicate Software only for internal use on the Product according to "ACC" instructions. The "ACC" legend restricting Software use must appear on any copies of the Software. Customer shall not reverse compile the Software.
16. FORCE MAJEURE: "ACC" shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond "ACC's" control.
17. TAXES, LICENSES AND PERMITS: The Purchaser is responsible for obtaining all licenses, and permits and for paying all applicable taxes and fees unless otherwise agreed to in writing.
18. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.
19. DRUG FREE WORKPLACE POLICY: "ACC" has a written drug free workplace policy available for review by written request.
20. EXPORT COMPLIANCE: All sales hereunder shall at all times be subject to the export control laws and regulations of the Government of the United States. Purchaser agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion, or otherwise, except as said laws and regulations may expressly provide. Purchaser expressly agrees, to the fullest extent permitted by law, to indemnify "ACC" for any and all damage arising from the violation of any export law or regulation with respect to any goods delivered to Purchaser or at Purchaser's direction. Said damages include, but are not limited to, legal fees, court costs, expert fees, and any and all other resulting costs and expenses.
21. EVENTS OF DEFAULT: Purchaser shall be in default of this Agreement upon the occurrence of, but not limited to, any of the following:
    A. The Purchaser's failure to make due and punctual payment of any payment due pursuant to this Agreement;
    B. The Purchaser's failure to perform any obligation under this Agreement;
    C. An order, judgment or decree entered, with the approval or consent of "ACC", by any court of competent jurisdiction, approving a petition seeking reorganization of the Purchaser or appointing a receiver, trustee, or liquidator (or other officer having power, under applicable law, similar to those of a receiver, trustee, or liquidator) of the Purchaser or of all or a major portion of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days;
    D. The Purchaser fails to provide "ACC" with adequate assurances of due performance under the Agreement, after receiving a written request for same from "ACC";
    E. The Purchaser's financial position materially deteriorates; or
    F. The Purchaser shall cease to do business as a going concern.
22. GENERAL: Any provision of this Agreement which is prohibited by the law of any state shall, as to such state, be ineffective to the extent of such provision without invalidating the remaining provisions of the Agreement. This Agreement shall be construed under the laws of the State of Florida.

Felipe Lofaso

From: Michael Bornstein
Sent: Friday, August 23, 2024 5:39 AM
To: Felipe Lofaso
Cc: Timothy A. Crespo; Rebecca L. Morse; Mara Frederiksen; Thomas Ceccarelli; Kimberly M. Wynn
Subject: Re: PD HVAC Controls emergency PO

Felipe,

Based on our meeting to discuss the immediate need to resolve this HVAC control issue I am authorizing you to engage with the vendor to get this resolved. Additionally, treating this as an emergency purchase requires Finance approving this request of which you have met with the Finance Director/CFO to obtain.

This will be an item for Council at their Sept 12 meeting.

Thank you,
M

Michael Bornstein
Village Manager
Village of Palm Springs
Phone: (561) 584-8200, 8411

From: Felipe Lofaso <flofaso@vpsfl.org>
Sent: Thursday, August 22, 2024 3:58 PM
To: Michael Bornstein <mbornstein@vpsfl.org>
Cc: Timothy A. Crespo <tcrespo@vpsfl.org>
Subject: PD HVAC Controls emergency PO

Good afternoon Michael,

Attached is the proposal for the HVAC controls work for your review/signature on page 6. Can you reply to this email with the authorization for emergency PO issuance that I can attach to the PO request and agenda item for the 9/12 meeting?

Felipe Lofaso
Public Works Director
Village of Palm Springs
Phone: (561) 352-5631

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Utilities

ITEM #13: Approve Water Main Capacity Improvements WM1-1 – Work Authorization No. KU-U23 – Utilities Department (FY 2024 – Water & Sewer Enterprise Fund) – Kimley Horn & Associates

SUMMARY: The Village's southwest area may experience low water pressure during peak times and fire emergencies. The proposed improvements include installing about 950 feet of a 12-inch water main along the Military Trail and connecting it to an existing 8-inch water main. The Village Council has approved $892,783.00 for the Water Main Capacity Improvements WM1-1 with the FY 2024 Budget - Water and Sewer Enterprise Fund. Staff recommends approving Work Authorization KU-U23 with Kimley Horn for $166,000.00 for professional engineering services.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2024R-001 - Utility Engineering Services Continuing Contracts) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

Staff recommends approval of the proposed Work Authorization KU-U23 with Kimley Horn for $166,000.00 for professional engineering services associated with the Water Main Capacity Improvements WM1-1. If approved, the Village would accept Kimley Horn pricing as outlined within the previously approved General Consulting Services Continuing Contract with Kimley Horn including all terms, conditions, and pricing therein.

The proposed work authorization was prepared by Kimley Horn and reviewed by the Assistant Utilities Director, Utilities Director, Village Attorney and Finance Director.

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

FISCAL IMPACT:
Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:
1. Proposed Work Authorization No. KU-U23 – Water Main Capacity Improvements WM1-1- Kimley Horn
2. Professional Engineering Services – Kimley Horn
3. Fiscal Impact

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 8/14/2024 VILLAGE RFQ. NO. : 2024R-001

WORK AUTHORIZATION NO.: KH-U23 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: 342 G/L CODE: 41336-56300

KIMLEY-HORN PROJECT NO.: 140593016

PROJECT TITLE: **WATER MAIN CAPACITY IMPROVEMENTS – WM1-1**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated June 13, 2024, between the Village of Palm Springs ("VILLAGE") and Kimley-Horn and Associates Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The VILLAGE can experience system pressure deficiencies in the southwest area of their service area during peak daily demands and fire flows. The Village's Water Distribution System Model and Master Plan of their Water Facilities performed in 2018, recommended several Priority Level 1 water main improvements should be made. To assist in alleviating pressure deficiencies in the southwest service area, the Master Plan recommended the installation of approximately 950 LF of 12-inch water main along Military Trail from Boatman Street north to Cambridge Street, then approximately 350LF from the intersection of Boatman Street and Military Trail eastward to tie into an existing 8" watermain which was recently installed as part of a development project. Since the Military Trail Right of Way corridor is congested with existing utilities, several separate easements from adjacent property owners along the east side of Military Trail will be required from Boatman Street to Cambridge Street for the proposed watermain alignment.

II. SCOPE OF SERVICE

The following is a description of the services to be provided under this Work Authorization for the project described above.

TASK 1 - Survey

Provide a route survey of the proposed water main alignment with spot elevations every 50ft. in accordance with NAVD 88 and horizontal control based upon Florida State Plane Coordinate System, limits of the surveyed area are as follows. The CONSULTANT will utilize their survey subconsultant, Caufield and Wheeler, Inc. to perform this work.

- The easterly right of way of Military Trail, from the northbound edge of pavement to 40ft outside the easterly right of way line of Military Trail from Boatman Street to Cambridge Street (approx. 950LF) then eastward along Boatman Street, full right of way, (approx. 350LF) to a connection point on a recently constructed 8" watermain. The survey will go 100LF beyond the design limits for a total survey limit of 1,500LF.
- The route survey shall locate surface features such as fire hydrants, valves, meters, pavement, curbs, roadways, sidewalks, driveways, walls, above ground evidence of underground utilities, fences, utility poles, guy wire anchors, manholes, catch basins, pull boxes, signs, trees, power poles and overhead lines.

TASK 2 – Easements

The CONSULTANT's survey consultant shall prepare up to six (6) individual legal description and sketches along the proposed pipeline route as required for the new watermain location for use by the VILLAGE for easement acquisition.

TASK 3 - Subsurface Utility Locates

The CONSULTANT shall prepare a subsurface survey in accordance with ASCE 38-02 Quality Level A as follows:

- Quality Level A – Air Vacuum Excavation Test Holes – Air vacuum excavation test holes will be performed at the proposed test hole locations once utility designating and potential utility conflicts have been verified. This proposal includes up to six (6) test holes at utility conflict locations. The CONSULTANT will utilize InfraMap, Inc. to perform this work.

TASK 4 – Design

Prepare construction plans with plan and profile sheets at 1" = 20', along with technical specifications. All drawings will be prepared using AutoCad Civil 3D, 2024 format. Design reviews are as follows;

- Submittal of 30% design plans to address the horizontal alignment of the project with the base survey in the background. The intent of the preliminary design (30%) is for the CONSULTANT to acquire VILLAGE acceptance of the final water main alignment along the corridor that will be defined on the base sheets (without any profiles), connections, and valve locations.

- Submittal of 60% design plans in plan and profile view (without callouts) plans showing water main alignment, potential utility conflicts, and identifying open cut and directional bore areas as required.
- The drawings will depict the proposed water main extension in plan and profile view at 1" =20' scale, in a single plan and profile view per sheet. It is estimated that approximately nine (9) plan sheets will be developed as outlined below:
  - C-1 Cover Sheet
  - C-2 Key Sheet
  - C-3 General Notes
  - C-4 – C-7 Single Plan and Profile Sheets
  - C-8 – C-9 Standard Details
- Submittal of 90% design plans with outline technical specifications, draft permit applications and opinion of probable cost.
- Meet with Village staff to review the 30%, 60% and 90% design submittals.
- Prepare and submit final design plans, technical specifications and opinion of probable cost.
- Upon acceptance of the final design package, the CONSULTANT shall prepare a set of bidding documents using VILLAGE upfront documents.

TASK 5 - Permitting

The CONSULTANT shall prepare and submit permit application packages and attend one (1) pre-application meeting with each applicable regulatory agency. Permit reviews shall be required by the following regulatory agencies;

- Palm Beach County Health Department (General Permit)
- Village of Palm Springs Public Works Department (R/W Permit)
- Lake Worth Drainage District (General Permit)
- Florida Department of Transportation (FDOT Utility Permit)

TASK 6 – Bidding Services

The CONSULTANT shall supply bid documents prepared above for the VILLAGE's use in and provide the following services;

- Respond to Contractor questions and prepare addendums as necessary
- Evaluate bids, investigate Contractor qualifications and make recommendation of award.

TASK 7 – Construction Services

The CONSULTANT shall provide construction administrative services and non-full time construction observation services to include the following;

- Prepare construction contract documents (conformed set of plans).
- Attend the pre-construction meeting.
- Respond to contractor RFI's.
- Review shop drawings.
- Provide non-full-time construction observation services, up to 6 hrs per week over an estimated 120-day construction schedule, along with additional time for tie-ins and directional drills if required. Note that is estimated that the project will have 90-days of actual construction.
- Review and approve contractor pay requests.
- Prepare permit/certifications and closeout documents.

III. DELIVERABLES

The CONSULTANT shall provide the following deliverables to the VILLAGE.

1. Site survey.
2. Subsurface Utility Locate report.
3. 30%, 60%, 90% and Final design plans, paper copies and digital copies in PDF format.
4. Engineers Opinion of Probable Cost, 90% and Final design.
5. Copies of Permit Applications and any associated RAI.
6. Copies of Permits acquired for the project as noted above.
7. Project Specifications.
8. Copies of Addendums.
9. Copies of correspondence related to the Project.
10. Copies of inspection reports/photos.

IV. INFORMATION AND SERVICES PROVIDED BY THE VILLAGE

The CONSULTANT assumes that all information provided by the VILLAGE can be relied upon in the performance of professional services. The following information/services shall be provided to the CONSULTANT;

- Record drawings of the existing water and wastewater mains along the route.
- VILLAGE up front documents
- All associated permit fees shall be paid by the CONSULTANT and reimbursed by the VILLAGE as a reimbursable expense.
- The VILLAGE will advertise/post the project for bidding.

V. SCHEDULE

Upon receipt of Notice-To-Proceed, the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in **Table 1** below.

Table 1
Schedule

TASK	TIME TO COMPLETE (DAYS)
TASK 1 - Survey	45
TASK 2 – Easements	As Required
TASK 3 - Subsurface Survey	30*
TASK 4 - Design	
i. 30% Plans**	45
ii. 60% Plans	60
iii. 90% Plans	45
iv. Final Plans	30
TASK 5 – Permitting***	60
TASK 6 – Bidding	Per Village
TASK 7 – Construction Services	120

*Commences during 60% Design

**Commences upon receipt of survey

***Commences during Final Plans

VI. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services above.

Task 1 and 4 thru 6 shall be performed for the Lump Sum Fee Amount of One-Hundred and Eleven Thousand Nine-Hundred Dollars ($111,900) detailed in **Table 2** below and further detailed in ***Attachment 1, Staffing Cost Proposal***.

Task 2, 3 and 7 shall be performed as an hourly Not-To-Exceed Fee Amount or per Task of $54,100 detailed in **Table 2** below and further detailed in ***Attachment 1***, ***Staffing Cost Proposal.***

Table 2
Budget Summary

Description	Total
TASK 1 - Survey	$16,000
TASK 4 - Design	
i. 30% Plans	$15,000
ii. 60% Plans	$21,350
iii. 90% Plans	$13,500
iv. Final Plans (w/Permit Apps, OPC & Bid Docs)	$19,850
TASK 5- Permitting	$14,750
TASK 6 –Bidding Services	$5,450
Direct Project Expenses, plus permit fees	$6,000
TOTAL LUMP SUM FEE AMOUNT	**$111,900**
TASK 2 - Easements	$8,750
TASK 3 - Subsurface Survey	$8,700
TASK 7 - Construction Services	$34,150
Direct Project Expenses, plus permit fee certifications	$2,500
TOTAL TASK/ HOURLY NOT-TO -EXCEED FEE AMOUNT	**$54,100**
TOTAL PROJECT FEE (TASKS 1-7)	**$166,000**

VII. ASSUMPTIONS

- The current VILLAGE Water System Master Plan is up to date and defines the water main sizing for this project.
- The CONSULTANT is not performing any hydraulic models.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated June 13, 2024, by and between the Village of Palm Springs ("VILLAGE") and Kimley-Horn and Associates, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

Kimley-Horn and Associates, Inc.

By: ______________________

Print Name: Michael F. Schwartz, P.E.

Title: Senior Vice President

Date: 08/26/2024

Village of Palm Springs

By: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Village Attorney's
Approved as to form and legality
by: ______________________
(Required if over $25,000)

CONTINUING PROFESSIONAL SERVICES AGREEMENT RFQ#2024R-001

THIS **CONTINUING PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered on 06/13/2024, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and Kimley Horn & Associates, Inc., a Consulting Engineer Firm registered to do business in the State of Florida ("CONSULTANT").

RECITALS

WHEREAS, the Village issued Request for Qualifications (No. 2024R-001) for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, transportation and mobility planning, water utility engineering services, construction management and project management and related professional services in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ"); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the Village desires to award the RFQ to the CONSULTANT based on CONSULTANT's qualifications and experience to provide ______________________________ Services; and

WHEREAS, the CONSULTANT has significant experience in assisting municipal organizations in providing engineering services; and

WHEREAS, this Agreement may be funded, in whole or in part, by the Federal agencies, in which case, the CONSULTANT agrees that any services performed pursuant to the RFQ, and this Agreement will comply with all applicable Federal law, Federal regulations, executive orders, FEMA policies, procedures, and directives and special clauses as provided for in **Exhibit "C"**; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the CONSULTANT to the Village; and,

WHEREAS, the Village finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the CONSULTANT agree as follows:

SECTION 1: **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement by reference and acknowledged as true and correct statements.

SECTION 2: **<u>CONSULTANT'S SERVICES</u>.** The Village has awarded the CONSULTANT the non-exclusive right to provide the Village with ____ services.

SECTION 3: **<u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.** No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANT's, officers, directors, employees, independent contractors, representatives or agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and CONSULTANT is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: **<u>TERM, TIME AND TERMINATION</u>.**

(a) <u>Term</u>. This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Village, and shall have an initial term of three (3) years with three (3) optional, one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village Council. Notwithstanding the foregoing, this Agreement may be terminated as stated herein.

(b) <u>Time for Completion.</u> Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the Village.

(c) <u>Force Majeure</u>. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, regulations, epidemic or pandemic. The CONSULTANT or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or Village shall resume its performance as soon as is reasonably possible. Upon the CONSULTANT's request, the Village shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to commence to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify CONSULTANT of such occurrence and either the Village or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

SECTION 5: **COMPENSATION.**

(a) Fee Schedule. The fee schedule attached as **Exhibit "B"** shall remain firm for the first three (3) years of this Agreement. After the first three (3) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Village, which may be by an approved amendment signed by the Village Manager. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order. Notwithstanding anything in the Agreement to the contrary, CONSULTANT may submit a written request for an equitable adjustment of the fees or other compensation payable by the Village to CONSULTANT if, after the date of this Agreement, there is a change in applicable laws increasing the amount of taxes (excluding taxes based on net income or equity), tariffs, levies, customs, or duties directly payable by CONSULTANT under the Agreement or any applicable task order. The written request must include supporting documentation for the equitable adjustment and provide sufficient detail for the Village's consideration. The Village shall consider the written request and if the documentation provided establishes that the CONSULTANT is entitled to the equitable adjustment, the Village may approve the equitable adjustment subject to the Village's annual budgeting limitations.

(b) Task Order(s). This non-exclusive Agreement does not guarantee that the Village will utilize CONSULTANT in any capacity or for any services identified herein. When the Village identifies a need for the CONSULTANT's services, the Village will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the CONSULTANT's currently hourly fee set forth in the CONSULTANT's proposal and attached hereto as **Exhibit "B"**. If a sub-consultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the sub-consultant(s) and attach the same with to the CONSULTANT's proposal submitted to the Village. Upon receipt of the CONSULTANT's proposal, the Village shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Village Manager (if $35,000 or less) or the Village Council. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the CONSULTANT's receipt of a fully executed task order for the services. The Village reserves the right to reject any and all proposals submitted by the CONSULTANT.

(c) Invoices. Unless otherwise agreed in an issued Task Order, the CONSULTANT shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. All invoices shall be submitted to:

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

The Village's authorized representative or designee and Finance Department will review each invoice submitted by the CONSULTANT. If approved, the Village will make payment in accordance with this Agreement. If not approved, the Village will notify the CONSULTANT within fifteen (15) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency. Invoices will normally be paid within thirty (30) days following the Village's receipt of the CONSULTANT's invoice.

(d) Reimbursable Expenses. The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

(e) Direct Project Expenses. Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The Village shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the Village and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

(f) Additional Services. If the Village seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the Village and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of an Amendment prior to said services being provided.

(g) Status Report. The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the Village (format may be provided by Village or CONSULTANT for each approved task order).

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

SECTION 6: TERMS OF PERFORMANCE

(a) Starting Work. The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Village or upon the CONSULTANT's receipt of an approved Task Order for the services.

(b) Ownership of Documents. The drawings, specifications, calculations, supporting documents, or other work products which are prepared for the Village by the CONSULTANT under this Agreement, a Village issued Task Order, or amendments thereto ("Work Product"), shall be and shall become the property of the Village upon delivery or completion by the CONSULTANT or receipt of payment from the Village for the same. The CONSULTANT may keep copies or samples thereof and shall have a royalty-free, non-exclusive license to use such Work Product. The Village accepts sole responsibility for its reuse of any Work Product in a manner other than as initially intended, or for any use of incomplete Work Product unless prior written approval is obtained from the CONSULTANT.

(c) Accounting Records. The CONSULTANT's accounting records, insofar as they pertain to invoicing the Village or for disbursements made from the CONSULTANT's account for services under this Agreement shall be open to Village's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Notwithstanding the foregoing, the Village shall not be entitled to audit any records of the CONSULTANT which reveal individual pricing components, multipliers, or other unit pricing of the CONSULTANT's hourly rates charged to the Village under this Agreement. Backup documentation for out-of-pocket expenses exceeding Twenty-Five Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

(d) Approval of Changes. The Village, through the Village Manager, must approve in writing any changes in the scope of services which result in additional costs or expenses to the Village, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

(e) Authorized Representative. Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Village to represent and act for the CONSULTANT and shall inform the Village in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Village informed of any subsequent changes in the foregoing. The authorized representative of the Village shall be the Village Manager or designee.

(f) Design/Construction Phase Services. Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the Village. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the Village against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

(g) Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. All of the CONSULTANT's personnel (and all subconsultants) while on Village premises, will comply with all Village requirements governing conduct, safety, and security. The Village reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Village to CONSULTANT of the cause for such replacement.

(h) Conflict of Interest. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Village's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the CONSULTANT. The Village agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Village shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the CONSULTANT under the terms of this Agreement.

(i) News Releases / Publicity. The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the services hereunder without prior written Village approval.

SECTION 7: VILLAGE'S RESPONSIBILITIES

(a) Service of Others. The Village shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

(b) Examine Work of the Consultant. Within a reasonable time so as not to delay the services of the CONSULTANT, the Village shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the Village deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

SECTION 8: SUSPENSION BY VILLAGE FOR CONVENIENCE. The Village may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Village may determine for Village's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

SECTION 9: **INDEMNIFICATION.** The CONSULTANT shall indemnify and hold harmless the Village, including its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees (at the trial and appellate levels) to the extent caused by the negligence of the CONSULTANT, its officers, directors, employees, representatives, and agents employed or utilized by the CONSULTANT in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 10: **COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: **SUB-CONSULTANTS**. The Village reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the CONSULTANT under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement for the CONSULTANT. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the Village for any claim in excess of the subconsultant's insurance coverage, arising out of the negligent acts, errors or omissions of the subconsultant. Nothing contained herein shall create any contractual relationship between any subconsultant and the Village.

SECTION 12: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT is not authorized to use the Village's Tax Exemption Number.

SECTION 13: INSURANCE. Prior to commencing any services, the CONSULTANT shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the CONSULTANT. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

Type of Coverage	**Amount of Coverage**
Professional liability/ Omissions	$1,000,000 per occurrence Errors and
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Contractor, personal injury)	$1,000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and automobile policies will name the Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve CONSULTANT of its liability and obligations under this Agreement.

Additional Insured status shall be provided pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19 (completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the CONSULTANT's negligence in its operations in and during the performance of the services, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by CONSULTANT under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of CONSULTANT's expressly assumed, covered indemnity obligations hereunder.

SECTION 14: **SUCCESSORS AND ASSIGNS.** The Village and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 15: **DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement, or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce the Agreement or disputes arising out of the Agreement will be held exclusively in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 16: **WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 17: **NONDISCRIMINATION.** The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 18: **AUTHORITY TO PRACTICE.** The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 19: **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: **PUBLIC ENTITY CRIMES.** CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONSULTANT will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 21: **NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

and if sent to the CONSULTANT, shall be sent to:

Kimley Horn & Associates, Inc.
1920 Wekiva Way, Ste #200
West Palm Beach, FL 33411

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 22: **ENTIRETY OF AGREEMENT AND CONTROLLING PROVISIONS.** This Agreement
consists of the terms and conditions set forth in this Agreement (inclusive of all exhibits hereto) and any Village issued Task Orders. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement (inclusive of all exhibits hereto) and a Village issued Task Order, the terms and conditions of this Agreement shall prevail with the Village issued Task Order next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 23: **WAIVER**. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 24: **PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non- exclusive Agreement, and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 25: **MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the CONSULTANT to terminate for cause.

SECTION 26: **LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Village Commission. The Effective Date is the date this Agreement is executed by the Village.

SECTION 27: **NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 28: **SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 29: **COUNTERPARTS.** This Agreement may be executed in one or more counterparts electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 30: **PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 31: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONSULTANT, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONSULTANT for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS. The CONSULTANT 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 Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the Village.

(d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the CONSULTANT or keep and maintain public records required by the Village to perform the service. If the CONSULTANT transfers all public records to the Village upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL SENT TO THE PALM SPRINGS VILLAGE, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 33: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law. Notwithstanding the foregoing, the parties may share confidential information with their affiliates, officers, employees, agents, subcontractors, and similar persons but only to the extent such confidential information is necessary for the performance of the services and this Agreement.

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 35: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 36: SCRUTINIZED COMPANIES.

(a) The CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subconsultants are found to have submitted a false certification; or if the CONSULTANT or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Village may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subconsultants are found to have submitted a false certification; or if the CONSULTANT or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals.

(e) The CONSULTANT agrees that if it or any of its subconsultants' status changes in regard to any certification herein, the CONSULTANT shall immediately notify the Village of the same.

(f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

SECTION 37: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (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 subconsultants' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subconsultant does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subconsultant affidavits for the duration of this Agreement and provide the same to the Village upon request; and

(d) Comply fully, and ensure all subconsultant comply fully, with Section 448.095, Florida Statutes; and

(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 Statues, the CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

SECTION 38: WAIVER OF CONSEQUENTIAL DAMAGES. In no event shall either party (including their subcontractors and affiliates) be liable to the other in contract, in tort, by operation of law, or otherwise for any loss of profit or revenue or for any special, consequential, incidental, indirect, exemplary or punitive damages of any kind arising out of or relating to performance or non-performance of this Agreement.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Professional Services Agreement for Consulting Services as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: Bev Smith (Jun 20, 2024 14:06 EDT)

Bev Smith, Mayor

ATTEST:

Kimberly Wynn

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau
Christy Goddeau (Jun 20, 2024 13:03 EDT)

Christy Goddeau, Village Attorney

Kimley Horn & Associates

CONSULTANT: Michael F Schwartz
Michael F Schwartz (Jun 20, 2024 15:36 EDT)

By: ______

Print Name: Michael F. Schwartz, P

Title: Senior Vice President

[Corporate Seal]

EXHIBIT “A”
(Sample Task Order)

[Note: Task Order Number will be issued by the Village, leave the line number empty].

TASK ORDER NO.

CONTINUING PROFESSIONAL SERVICES
(_______________________ Services)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of__________, between the **Village of Palm Springs**, a Florida municipal corporation (“Village”) and ___________________________________, a ________________ authorized to do business in the State of Florida (“CONSULTANT”).

1.0 Project Description:

The Village desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated_______________________________________and services are generally described as:________________________________(the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the Village with ____ Services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within ____calendar days from the Village’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of _________________. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is ______, phone (_______________; email:_________________; and, the Project Manager for the Village is ______, phone:__; email:___.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (____________________________ Services) based on RFQ#24-______________ between the Village and the CONSULTANT, dated ________________ ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services herein shall prevail over any general scope of services.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No.__________________as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: ____________________________________
Bev Smith, Mayor

ATTEST:

____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

____
Christy Goddeau, Village Attorney

<u>CONSULTANT</u>: SAMPLE TASK ORDER / DO NOT SIGN

By: __________________________________

Print Name: ________________________

Title: _______________________

[Corporate Seal]

Exhibit "B"
Consultant's Rate Schedule

Kimley-Horn and Associates, Inc.
Rate Schedule (June 2024)

Village of Palm Springs

Classification	*Rate*
Senior Professional II	$330.00
Senior Professional I	$270.00
Professional II	$215.00
Professional I	$185.00
Analyst II	$165.00
Analyst I	$135.00
Senior Technical Support Staff	$185.00
Technical Support Staff	$135.00
Support Staff / Admin	$105.00

Notes:
1. Billing rates listed in the table above are subject to 4% adjustment each July 1st.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed per contract.

May 29, 2024

Exhibit “C”
Federal Contract Provisions

The Consultant hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent Task Order resulting from this RFQ, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the VILLAGE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act

(1)The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2)The Consultant agrees to report each violation to the Village, and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3)The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act
(1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The Consultant agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the Village. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.
Consultants who apply or bid for an award of $100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C.§ 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

(i) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(iii) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.

(1) The Consultant agrees to provide the State of Florida, the VILLAGE, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Village and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Consultant acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Consultant intends to subcontract any portion of the work covered by this Contract, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

(1) As appropriate and to the extent consistent with law, the Consultant should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non- ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition of certain telecommunications and video surveillance services or equipment.

(3) The Consultant is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the Village shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Consultant is required to confirm that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1) By signing this Certification, the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.

2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Village's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the Village determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Village, the Village may terminate this transaction for cause or default.

4) The prospective primary participant shall provide immediate written notice to the

Village if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the Village, the Village may terminate this transaction for cause or default.

7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Michael F Schwartz
Michael F Schwartz (Jun 20, 2024 15:36 EDT)

Signature of Consultant’s Authorized Official

Michael F. Schwartz, S

Name and Title of Consultant’s Authorized Official

06/20/2024

Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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 Consultant, **Kimley Horn & Associates, Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Michael F Schwartz
Michael F Schwartz (Jun 20, 2024 15:36 EDT)

Signature of Consultant's Authorized Official

Michael F. Schwartz, S

Name and Title of Consultant's Authorized Official

06/20/2024

Date

KHA Inc. Consulting Agmt 06.13.24

Final Audit Report 2024-06-20

Created:	2024-06-20
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb7an5vecfEJJ7YRA5OQBvRNLDEdWVG5a

"KHA Inc. Consulting Agmt 06.13.24" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-06-20 - 4:48:17 PM GMT- IP address: 151.132.2.218

Document emailed to bsmtih@vpsfl.org for signature
2024-06-20 - 4:51:10 PM GMT

Document emailed to Kimberly Wynn (kwynn@vpsfl.org) for signature
2024-06-20 - 4:51:10 PM GMT

Document emailed to christy@torcivialaw.com for signature
2024-06-20 - 4:51:10 PM GMT

Document emailed to tom.jensen@kimley-horn.com for signature
2024-06-20 - 4:51:10 PM GMT

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2024-06-20 - 4:51:17 PM GMT

Email viewed by christy@torcivialaw.com
2024-06-20 - 5:02:35 PM GMT- IP address: 173.162.99.81

Signer christy@torcivialaw.com entered name at signing as Christy Goddeau
2024-06-20 - 5:03:19 PM GMT- IP address: 173.162.99.81

Document e-signed by Christy Goddeau (christy@torcivialaw.com)
Signature Date: 2024-06-20 - 5:03:21 PM GMT - Time Source: server- IP address: 173.162.99.81

Email viewed by tom.jensen@kimley-horn.com
2024-06-20 - 5:29:54 PM GMT- IP address: 104.47.58.254

Document signing delegated to mike.schwartz@kimley-horn.com by tom.jensen@kimley-horn.com
2024-06-20 - 5:32:10 PM GMT- IP address: 134.238.172.9

Document emailed to mike.schwartz@kimley-horn.com for signature

2024-06-20 - 5:32:10 PM GMT

Kimberly Wynn (kwynn@vpsfl.org) added alternate signer bsmith@vpsboards.com. The original signer bsmtih@vpsfl.org can still sign.

2024-06-20 - 5:46:34 PM GMT- IP address: 151.132.2.218

Document emailed to bsmith@vpsboards.com for signature

2024-06-20 - 5:46:34 PM GMT

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Document e-signed by Kimberly Wynn (kwynn@vpsfl.org)

Signature Date: 2024-06-20 - 5:48:48 PM GMT - Time Source: server- IP address: 151.132.2.218

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2024-06-20 - 6:05:19 PM GMT- IP address: 76.128.84.156

Signer bsmith@vpsboards.com entered name at signing as Bev Smith

2024-06-20 - 6:06:09 PM GMT- IP address: 76.128.84.156

Document e-signed by Bev Smith (bsmith@vpsboards.com)

Signature Date: 2024-06-20 - 6:06:12 PM GMT - Time Source: server- IP address: 76.128.84.156

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2024-06-20 - 6:06:18 PM GMT- IP address: 76.128.84.156

Email viewed by mike.schwartz@kimley-horn.com

2024-06-20 - 7:33:04 PM GMT- IP address: 104.47.58.254

Signer mike.schwartz@kimley-horn.com entered name at signing as Michael F Schwartz

2024-06-20 - 7:36:38 PM GMT- IP address: 134.238.172.9

Document e-signed by Michael F Schwartz (mike.schwartz@kimley-horn.com)

Signature Date: 2024-06-20 - 7:36:41 PM GMT - Time Source: server- IP address: 134.238.172.9

Agreement completed.

2024-06-20 - 7:36:41 PM GMT

Fiscal Impact Breakdown

The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

Description	**AMOUNT**
TASK 1 - Survey	$16,000
TASK 4 - Design	
i. 30% Plans	$15,000
ii. 60% Plans	$21,350
iii. 90% Plans	$13,500
iv. Final Plans (w/Permit Apps, OPC & Bid Docs)	$19,850
TASK 5- Permitting	$14,750
TASK 6 –Bidding Services	$5,450
Direct Project Expenses, plus permit fees	$6,000
TOTAL LUMP SUM FEE AMOUNT	**$111,900**
TASK 2 - Easements	$8,750
TASK 3 - Subsurface Survey	$8,700
TASK 7 - Construction Services	$34,150
Direct Project Expenses, plus permit fee certifications	$2,500
TOTAL TASK/ HOURLY NOT-TO -EXCEED FEE AMOUNT	**$54,100**
TOTAL PROJECT FEE (TASKS 1-7)	**$166,000**

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, each year, the Village observes National Hispanic Heritage Month from September 15th to October 15th by celebrating the contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, Central America, and South America. A tradition that originally started as a week in 1968 under President Lyndon Johnson and was expanded to a month in 1988 under President Ronald Reagan; and

WHEREAS, as we honor and celebrate the contributions of Hispanics to our Nation, we also reaffirm our commitment to extending the hand of friendship to Latin America and strengthening democracy in the region; and

WHEREAS, the Hispanic community has profoundly and positively influenced our country through its strong commitment to family, faith, and hard work. The Village recognizes Hispanic Americans as entrepreneurs, executives, and family-oriented, and acknowledge their contributions to science, art, music, politics, academia, government, sports; and

WHEREAS, while we celebrate the many ways Hispanic Americans have contributed to building a strong and prosperous America, we also recognize that they face challenges in accessing educational and economic opportunities; and

WHEREAS, the Village of Palm Springs recognizes the importance of paying tribute to the countless generations of Hispanic & Latino Americans who have enriched our community with their contributions; and

WHEREAS, we invite all members of our community to the Hispanic Heritage Festival to learn about the cultures of Latin America and celebrate Hispanic Heritage Month on September 21st, at 6 p.m. at Village Hall Complex in the Courtyard.

NOW THEREFORE, I, BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA, on behalf of the Council and citizens of Palm Springs, do hereby proclaim September 15th to October 15th as:

HISPANIC HERITAGE MONTH

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date September 12, 2024

SEAL 1957 FLORIDA

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Parks & Recreation

ITEM #16: Florida Festival and Events Association Awards

SUMMARY: The Village of Palm Springs is proud to announce its outstanding success in its first year entering the prestigious Florida Festival and Events Association (FFEA) SunSational Awards. Out of 551 award submissions from across the state, the Village of Palm Springs earned an impressive nine awards, marking a significant achievement in the Village's history of community engagement and event excellence.

The Village's recognition spanned multiple categories, showcasing the creativity and dedication of its event team. The awards received include:

- **Taco Fiesta**
  - 1st Place - Promotional Poster
  - 1st Place - Television Ad
  - 2nd Place - Signage
  - 2nd Place - Banners
  - 2nd Place - Facebook Promotion
- **Easter Egg Hunt**
  - 2nd Place - Television Ad
- **Hispanic Heritage Festival**
  - 1st Place - Community Outreach Program
- **Touch-a-Truck**
  - 2nd Place - Photo Opportunity Area
  - 3rd Place - Photo

The Village Council would like to congratulate all the various village departments involved in bringing the amazing events to the community: Parks and Recreation, Public Works, Library, Palm Beach County Fire Rescue, Palms Springs Police Department and the Police Explorers. Without all the various departments involved, the events would not be able to take place for everyone's enjoyment.

FISCAL IMPACT:

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Finance

ITEM #17: *(First Reading)* Ordinance No. 2024-07 - Establish fiscal year (FY 24/25) Millage Rates - Operating & Debt Service

SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY 24-25) beginning October 1, 2024, and ending September 30, 2025. Additionally, the Council is requested to consider certifying the Village's taxable value to the PBC Property Appraiser as well as other related financial information:

The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 24/25) as well as other related financial information:

- The gross taxable value for all properties within the Village for fiscal year (FY 24/25) is $2,071,709,568, an increase of $171,897,832 over the fiscal year (FY 23/24).
- The rolled-back rate is calculated at 3.5396 per 1,000 taxable value. The Village's fiscal year (FY 24/25) operating millage for the General Fund is $3.50 per $1,000 of the taxable value or a decrease of 1.12% below the rolled-back rate (At 100% collection, the expected operating millage is expected to generate $7,250,983 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the proposed budgeted revenue is expected to be $6,960,944).
- The total taxable value within the Village to calculate the debt service millage rate is $2,076,021,875; thus, the proposed millage rate required to pay the Village's general obligation debt for fiscal year (FY 24/25) is $0.2121 per $1,000 of taxable value. That is a decrease of 0.0198 from fiscal year (FY 23/24).
- The combined millage rates for fiscal year (FY 24/25) (3.5000 operating + 0.2121 debt = 3.7121 total mills) is .0198 mills lower than the combined approved millage rates for fiscal year (FY 23/24) (3.5000 operating + 0.2319 debt = 3.7319 total mills).
- The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for fiscal year (FY 24/25) is $166,959,558. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed $3.50 per $1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is $584,358; however, the Village budgets at a 95% collection ratio; thus,
- The proposed budgeted increment/revenue expected is $555,141). This is the fifth year the Village has had the Palm Springs CRA.

Ordinance No. 2024–07 establishes the millage rates for the fiscal year (FY 24/25). If approved on the first reading, the proposed fiscal year (FY 24/25) millage rate ordinance will be presented to the Village Council for consideration on the 2nd and final reading on Thursday, September 26, 2024, Council meeting.

Note: Following first reading, Ordinance No. 2024-07 will be publicly noticed as required by State Statutes. The staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR- 420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

FISCAL IMPACT:
Establishes the final operating millage rate, debt service millage rate and millage rate for the Palm Springs CRA for the proposed budget for the fiscal year (FY 24/25.)

ATTACHMENTS:
1. Ordinance_No.2024-07_Establish_Millage_Rate_FY 24-25
2. DR420TIF_2024_ 071224 CRA FY25
3. DR420Debt_2024_071224
4. DR420_2024_071224
5. DR420MMP_2024_071524

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FY 24/25; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida, has held two (2) public hearings as required by section 200.065, Florida Statutes, for the adoption of the Fiscal Year 24/25 (commencing October 1, 2024 and ending September 30, 2025) final millage rates; and

WHEREAS, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of $1,989,329,411 and the tangible personal property for nonexempt valuation of $86,692,464, for a total gross taxable value for operating purposes of $2,076,021,875; and,

WHEREAS, the Village Council of the Village of Palm Springs, Florida, finds adopting the final millage rates as set forth herein serves a valid public purpose.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The FY 24/25 operating millage rate for the Village of Palm Springs is hereby levied in the amount of $3.5000 mills which is a 1.12% decrease over the rolled-back rate of $3.5396. The general obligation debt service millage rate is hereby levied in the amount of $0.2121 mills, for a total of $3.7121 mills of nonexempt valuation of real and personal property within the Village.

Section 2. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member ________________ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member___________, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council for the Village of Palm Springs, Florida, on second reading, on this _____day of ______________________ 2024

VILLAGE OF PALM SPRINGS, FLORIDA

BY: ______________________________
BEV SMITH, MAYOR

First Reading:________________

Second Reading:______________

ATTEST:

BY: ______________________________

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _______________________________

CHRISTY GODDEAU, VILLAGE ATTORNEY

Reset Form Print Form

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

FLORIDA Department of Revenue

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2024	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Operating
Community Redevelopment Area : Village of Palm Springs CRA	Base Year : 2019

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 456,113,214	(1)
2.	Base year taxable value in the tax increment area	$ 289,153,656	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 166,959,558	(3)
4.	Prior year Final taxable value in the tax increment area	$ 413,149,375	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 123,995,719	(5)

SIGN HERE

Property Appraiser Certification I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/26/2024 9:17:01 AM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	100.0000 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 166,959,558	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 0	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE

Taxing Authority Certification **I certify the calculations, millages and rates are correct to the best of my knowledge.**

Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

Reset Form | Print Form

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF VOTED DEBT MILLAGE

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2024	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Voted, Debt
Levy Description : Village of Palm Springs - Voted, Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$	1,989,329,411	(1)
2.	Current year taxable value of personal property for operating purposes	$	86,692,464	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$	0	(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$	2,076,021,875	(4)

SIGN HERE

Property Appraiser Certification I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/26/2024 9:17:01 AM

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.2121	per $1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per $1,000	(6)

SIGN HERE

Taxing Authority Certification I certify the proposed millages and rates are correct to the best of my knowledge.

Signature of Chief Administrative Officer :	Date :	
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value,* or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any
- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

All TRIM forms for taxing authorities are available on our website at http://dor.myflorida.com/dor/property/trim

Reset Form | Print Form

CERTIFICATION OF TAXABLE VALUE

FLORIDA Department of Revenue

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2024	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$	1,985,017,104		(1)
2.	Current year taxable value of personal property for operating purposes	$	86,692,464		(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$	0		(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$	2,071,709,568		(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$	26,185,112		(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$	2,045,524,456		(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$	1,899,811,716		(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☑ YES	☐ NO	Number 1	(9)

Property Appraiser Certification — I certify the taxable values above are correct to the best of my knowledge.

SIGN HERE

Signature of Property Appraiser:
Electronically Certified by Property Appraiser

Date :
6/26/2024 9:17:01 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	3.5000	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$	6,649,341	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$	0	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$	6,649,341	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$	166,959,558	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$	1,878,564,898	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	3.5396	per $1000	(16)
17.	Current year proposed operating millage rate	3.5000	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$	7,250,983	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 6,649,341	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	3.5396 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 7,333,023	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 7,250,983	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	3.5000 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	-1.1200 %	(27)

First public budget hearing	Date :	Time :	Place :

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

Reset Form | Print Form

FLORIDA DEPARTMENT OF REVENUE

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: **2024**			County: Palm Beach		
Principal Authority : Village of Palm Springs			Taxing Authority: Village of Palm Springs - Operating		
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No		(1)
	IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***				
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.5396	per $1,000		(2)
3.	Prior year maximum millage rate with a majority vote from ***2023*** Form DR-420MM, Line 13	4.9596	per $1,000		(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5000	per $1,000		(4)
	If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.				
	Adjust rolled-back rate based on prior year majority-vote maximum millage rate				
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	1,899,811,716		(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$	9,422,306		(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	0		(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$	9,422,306		(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	1,878,564,898		(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	5.0157	per $1,000		(10)
	Calculate maximum millage levy				
11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	5.0157	per $1,000		(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0569**		(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	5.3011	per $1,000		(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	5.8312	per $1,000		(14)
15.	Current year proposed millage rate	3.5000	per $1,000		(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)				(16)
☑	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***				
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. ***Enter Line 15 on Line 17.***				
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***				
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***				
17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16)***	5.3011	per $1,000		(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	2,071,709,568		(18)

Continued on page 2

Taxing Authority :			DR-420MM-P R. 5/12 Page 2
19.	Current year proposed taxes ***(Line 15 multiplied by Line 18, divided by 1,000)***	$ 7,250,983	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000)***	$ 10,982,340	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs	STOP	**STOP HERE. SIGN AND SUBMIT.**	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(21)
22.	Total current year proposed taxes ***(Line 19 plus Line 21)***	$ 7,250,983	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P)***	$ 0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23)***	$ 10,982,340	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE			
	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2024 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2024 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2024 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

Village of Palm Springs

Executive Brief

AGENDA DATE: September 12, 2024

DEPARTMENT: Finance

ITEM #18: Ordinance No. 2024-08 Adopt FY 2024-2025 Budget

SUMMARY: Under the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs for $102,036,208 for the Fiscal Year (FY) beginning October 1, 2024, and ending September 30, 2025. The proposed budget includes the following funds:

General Fund	$48,054,157
American Rescue Plan Fund	$6,435,383
Palm Springs CRA	$3,337,381
Debt Service Fund	$422,618
Water and Sewer Enterprise Fund	$38,324,227
Stormwater Enterprise Fund	$5,462,442
Total	**$102,036,208**

The Village Council held a budget workshop on July 25, 2024, to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function. The budget summary will be advertised in the Palm Beach Post on September 22, 2024, and posted on the Village's website – www.vpsfl.org -- under state law. The complete budget is available in the Office of the Village Clerk for review.

If approved at the First Reading, the Council will consider Ordinance No. 2024-08, adopting the Final Budget as the Final Hearing on September 26, 2024.

FISCAL IMPACT:
The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

ATTACHMENTS:

1. Ordinance No. 2024-08 FY25 Annual Fund Budget
2. Budget Summary AD FY25 _First Reading

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 166.241(2), Florida Statutes, requires a municipality to adopt a budget each fiscal year that does not exceed the amount to be received from taxation and other revenue sources; and

WHEREAS, municipalities are required to adopt their budget by ordinance or resolution as specified in the municipality's charter; and

WHEREAS, section 200.065, Florida Statutes, requires two public hearings on the adoptions of municipal budget and all of the TRIM compliance measures have been achieved, including all advertising requirements; and,

WHEREAS, the Village Council of the Village of Palm Springs has determined that all requirements as set forth above have been met for the adoption of the Village Fiscal Year 2024-2025 budget and the adoption of this Ordinance serves a valid public purpose.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this Ordinance as true and correct findings of the Village Council.

Section 2. Budget Adopted. The appropriations for the fiscal year beginning October 1, 2024, in the amount of $102,036,208, as further described in Exhibit "A" attached hereto and incorporated herein by reference, are hereby adopted as the Village's Fiscal Year 2024-2025 budget.

Section 3. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 4. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately.

Council Member _________________ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member___________, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, on this __________day of_____________, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: ______________________________
BEV SMITH, MAYOR

First Reading:_________________

Second Reading:_______________

ATTEST:

BY: _________________________________

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _________________________________

CHRISTY GODDEAU, VILLAGE ATTORNEY

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2024 - 2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 13.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	**MILLAGE PER $1,000**	**GENERAL FUND**	**AMERICAN RESCUE PLAN FUND**	**PALM SPRINGS CRA**	**DEBT SERVICE FUND**	**WATER & SEWER ENTERPRISE FUND**	**STORMWATER UTILITY ENTERPRISE FUND**	**TOTAL VILLAGE BUDGET**
Taxes:								
Ad Valorem Taxes	**3.5000**	$6,969,944		$555,141				$7,525,085
Voted Debt Service Ad Valorem Tax	**0.2121**				$422,618			$422,618
Sales and Use Taxes		$3,101,441						$3,101,441
Utility Service Taxes		$3,507,467						$3,507,467
Local Business Taxes		$400,000						$400,000
Permits and Fees		$3,574,118						$3,574,118
Intergovernmental Revenues		$4,975,849		$1,000,000				$5,975,849
Charges for Services		$3,424,059				$24,628,872	$532,442	$28,585,373
Fines and Forfeitures		$296,200				$567,073		$863,273
Miscellaneous Revenues		$1,655,855		$19,500		$1,341,000	$60,000	$3,076,355
TOTAL SOURCES		**$27,904,933**	**$0**	**$1,574,641**	**$422,618**	**$26,536,945**	**$592,442**	**$57,031,579**
Transfers In		$4,415,608		$975,411		$423,937	$4,870,000	$10,684,956
Fund Balances/Reserves/Net Assets		$15,733,616	$6,435,383	$787,329		$11,363,345		$34,319,673
TOTAL REVENUES, TRANSFERS & BALANCES		**$48,054,157**	**$6,435,383**	**$3,337,381**	**$422,618**	**$38,324,227**	**$5,462,442**	**$102,036,208**
EXPENDITURES/EXPENSES:								
Legislative		$794,390						$794,390
Executive		$1,339,978						$1,339,978
Finance		$1,053,710						$1,053,710
Legal		$225,000						$225,000
Human Resources		$652,789						$652,789
Information Technology		$1,400,719						$1,400,719
General Government		$606,774						$606,774
Planning, Zoning & Building		$1,791,392						$1,791,392
Law Enforcement		$27,262,144						$27,262,144
Sanitation		$1,759,667						$1,759,667
Water and Sewer Utility						$35,418,567		$35,418,567
Stormwater Utility							$5,462,442	$5,462,442
Public Works		$6,316,986						$6,316,986
Community Redevelopment Agency				$3,337,381				$3,337,381
Economic Development								$0
Library		$1,098,154						$1,098,154
Parks and Recreation		$1,946,363						$1,946,363
Special Events		$250,950						$250,950
Debt Service					$422,618	$211,228		$633,846
TOTAL EXPENDITURES/EXPENSES		**$46,499,016**	**$0**	**$3,337,381**	**$422,618**	**$35,629,795**	**$5,462,442**	**$91,351,252**
Transfers Out		$1,555,141	$6,435,383			$2,694,432		$10,684,956
Fund Balances/Reserves/Net Assets								$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$48,054,157**	**$6,435,383**	**$3,337,381**	**$422,618**	**$38,324,227**	**$5,462,442**	**$102,036,208**

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.