AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
AUGUST 20, 2026
6:30 PM

COUNCIL

□ Mayor Bev Smith

□ Vice Mayor Patti Waller
□ Mayor Pro Tem Johnnie Tieche
□ Council Member Gary Ready
□ Council Member Kim Schmitz

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. **<u>Approve the July 23, 2026, Village Council Regular Meeting Minutes:</u>** Motion to

approve the July 23, 2026, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. **<u>Appointment to the Police Pension Board:</u>** Approve the reappointment of Thomas Gehrman to the Police Pension Board to serve a two year term that expires September 30, 2028.
   Staff: Kimberly Wynn, Village Clerk

3. **<u>Professional Services Agreement - Lobbying Services - Ronald L. Book, P.A.:</u>** Motion to approve a Professional Services Agreement with Ronald L. Book, P.A., for a retainer amount of $50,000 for state lobbying services. Funding that is available is the proposed FY 2027 Village Council Budget.
   Staff: Kimberly Glas-Castro, Assistant Village Manager

4. **<u>Geographic Information System (GIS) Software and Services - Term Extension - ESRI:</u>** Motion for the approval of a three (3) year agreement with ESRI Small Municipal and County Government Enterprise Agreement (SGEA) which provides the software needed for the Geographic Information System (GSIS) services, including the GIS data. If approved, the proposed agreement expires on September 30, 2029, with renewal on a three (3) year basis.
   Staff: Iramis Cabrera, PZB Director

5. **<u>Approval of a Piggyback Agreement with Blue Line Innovations for Police Uniforms and Accessories:</u>** Approve a piggyback agreement with Blue Line Innovations, utilizing the Town of Palm Beach's contract, for the purchase of police uniforms and accessories at a 20 percent discount, in an amount not to exceed $75,000 annually.
   Staff: Peter Buhr, Assistant Police Chief

6. **<u>Revised and Restated Agreement - First Amendment Agent of Record– Property & Casualty and Risk Management Agreement – Piggyback (Amendment) – RSC Insurance Brokerage, Inc. (d/b/a The Gehring Group):</u>** Approve First Amendment to the agreement for the Agent of Record Property & Casualty Consulting Services Agreement with RSC Insurance Brokerage, Inc. via Piggyback of City of North Port.
   Staff: Ashley Saingilus, Human Resources Director

7. **<u>Approve Work Authorization #3 (Task Order No. 381) — Village Commons Park Improvements Project - Clearspan Structures, LLC:</u>** Approval of Work Authorization No. 3 with Clear Span Structures, LLC, in the Amount of $206,100 for Professional Design Services for the Community Gathering Zone at Village Commons Park Improvement Project near 226 Cypress Lane.
   Staff: Juan Ruiz, Director of Parks and Recreation

8. **<u>Approval of an Amended Community Development Block Grant (CDBG)</u>**

Capital Improvement Agreement with PBC - Public Works Department for FY26-27: Staff requests approval of an amended Community Development Block Grant (CDBG) Capital Improvement Agreement with Palm Beach County for the FY 2026-2027 Royal Palm Park Improvements Project. The amendment adds standard language stating that funding is subject to the availability of appropriated funds and does not change the grant amount, project scope, or the Village's obligations.
Staff: Felipe Lofaso, Public Works Director

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

9. **Legislative Update - Representative Debra Tendrich**
Staff: Kimberly Wynn, Village Clerk

10. **Annual Update from the Palm Beach County Commission on Ethics - Rhonda Giger**
Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

11. ***(Second Reading)*** **Proposed Ordinance No. 2026-01 — Add 5 Year DROP General Employee Pension Plan:** Motion to approve proposed Ordinance No. 2026-01 to amend Ordinance No. 2017-26, Section 46**,** providing for the creation of a Deferred Retirement Option Program to the General Employee Pension Plan. ***(THIS ITEM IS A CONTINUATION FROM THE MAY 14, 2026, COUNCIL MEETING)***
Staff: Mara Frederiksen, Finance Director

Motion	Second	Roll Call

12. **Approve a Memorandum of Understanding (MOU) with Service Employees International Union/Florida Public Services Union (SEIU/FPSU) - Deferred Retirement Option Plan (DROP) for General Pension:** Approve a Memorandum of Understanding (MOU) between the Village of Palm Springs and the SEIU/FPSU regarding participation in the DROP for the General Employee Pension. The MOU establishes eligibility requirements, participation procedures, and administrative provisions for DROP, and is presented alongside an ordinance amending the General Employees' Pension Plan to provide for a five-year DROP and related

pension contributions. ***(CONTINGENT UPON APPROVAL OF ORDINANCE NO. 2026-01)***
Staff: Ashley Saingilus, Human Resources Director

Motion	Second	Vote

13. ***(Quasi-Judicial Hearing)*** **Resolution No. 2026-07- Proposed Mural Permit Application — Haven Health Management - 2925 10th Avenue North:** Motion for approval of Resolution No. 2026-07 an application of KMG Holdings LLC ("Property and Business Owner") of Haven Health Management to paint one (1) mural sign with the art of the company's official logo, a stylized and abstract floral design composed of four petals like shapes in red, yellow, teal and light blue on the east of the building located at 2925 10th Avenue North following Section 34-295 Village Code of Ordinances.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, SEPTEMBER 10, 2026, AT 6:30 PM
(IMMEDIATELY FOLLOWING THE CRA MEETING)

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, COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA
JULY 23, 2026, AT 6:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular meeting to order at 6:30 PM.

ROLL CALL

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

Absent: Mayor Pro Tem Johnnie Tieche

Also Present: Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Rolando Silva, Sergeant-At-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Finance Director Mara Frederiksen.

INVOCATION

Village Manager Bornstein led the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Gary Ready led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no reported additions, modifications, or deletions on the agenda.

Vice Mayor Waller moved to approve the agenda as presented, and Council Member Schmitz seconded. The motion passed unanimously.

CONSENT AGENDA

1. **July 7, 2026, Village Council Budget Workshop Minutes: Motion for the approval of July 7, 2026, Village Council Budget Workshop Minutes.**
   Staff: Kimberly Wynn, Village Clerk

2. **Approve Resolution No. 2026-27 — Adoption of the Village of Palm Springs Strategic Plan: Motion to approve Resolution No. 2026-27 for the adoption of the Village of Palm Springs Strategic Plan.**
   Staff: Kimberly Glas-Castro, Assistant Village Manager

   SUMMARY: At its June 11, 2026, meeting, the Village Council discussed Palm

Springs' future vision and the draft goals, strategic objectives, and key results comprising a strategic plan. After modifications based on Council input, the strategic plan is being presented for formal adoption.

Note: A strategic plan serves as a roadmap for an organization. It establishes long-term direction, priorities, and measurable goals used in operational decision-making and resource allocation. A strategic plan is not a business plan. It focuses on needs or gaps in service that require deliberate attention to carry the organization toward its Vision.

Six (6) goal areas are proposed, which are further described in the proposed Strategic Plan:

1. Celebrate Residential Neighborhoods
2. Facilitate Redevelopment and Economic Growth
3. Foster a Culture of Engagement and Participation
4. Efficient, Effective, and Empathetic Service Delivery
5. Community Policing to Strengthen Community Trust
6. Enhance Literacy and Improve School Grades

The proposed Strategic Plan includes strategic objectives for each goal or focus area, as well as key results that measure the big picture the Village Council will monitor quarterly. The Strategic Plan will be utilized for resource allocation, coordinated actions, and accountability. Upon adoption, each Department will evaluate its roles and responsibilities in supporting the priorities.

Fiscal Impact: The adopted Strategic Plan will guide Village operations, as supported by the annual budget.

3. **Revised and Restated Agreement Agent of Record–Employee Benefits Broker Services Agreement – Piggyback – RSC Insurance Brokerage, Inc. (d/b/a The Gehring Group): Approval of Employee Insurance Agreement with RSC Insurance Brokerage, Inc. via Piggyback of City of Parkland Contract.**
Staff: Ashley Saingilus, Human Resources Director

SUMMARY: The Village relies on RSC Insurance Brokerage, Inc. to provide employee health, dental, vision, and other benefits.

This item is being presented for Council approval of the amended agreement, which Council previously approved at its March 12, 2026, meeting. The agreement has been amended to include provisions addressing indemnification, document ownership, misconduct, and claims.

All other previously approved terms related to piggybacking on the City of Parkland's RFP #2025-03 contract remain unchanged, including pricing.

Fiscal Impact: Funding to support this service is available within the FY 2026 Budget - General Fund and Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

4. **Ratification of Emergency Procurement for HVAC Replacement at the Police Department: Motion to ratify the emergency procurement and authorize payment for the replacement of the failing 40-ton Trane Split system unit serving the original building at the police department. The replacement, procured through Sourcewell Cooperative Purchase with Hall Mechanical and Air Conditioning LLC, is at a cost not to exceed $251,557.21. This action was necessary to ensure continued facility operability due to the urgent risk of HVAC system failure and the long lead time for the replacement unit.**
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The HVAC system at the police department's original building comprises 40-ton units that cool and heat the facility. Staff recently had all the units inspected by Trane-certified technicians and determined that the 40-ton Trane split system unit that serves the original police department building operates at 50% capacity and is at risk of catastrophic failure. Given the age of the 40-ton unit, procuring parts to repair the system is becoming increasingly more difficult and costly. To maintain the facility in full operability, replacement of the 40tn unit is a necessity and must be performed as soon as possible.

Staff procured a proposal through the Sourcewell Cooperative Purchase contracted vendor, Hall Mechanical and Air Conditioning LLC, for the replacement of the 40-ton Trane split system unit to replace the existing failing unit. The proposal is at a cost not to exceed $251,557.21, which is inclusive of all temporary cooling, labor, material, equipment, and warranty. Given the high level of consequence and the long lead time to receive the replacement 40-ton unit, staff proceeded with the emergency procurement of the unit per the Village's Procurement Policy and are now presenting the item to Council for ratification.

Fiscal Impact: The Construction Contract with Hall Mechanical and Air Conditioning, LLC is not to exceed $251,557.21 and is being funded from Account #xxxxxx-56200 (

TO# xxx). Funding for this item is contingent on approval of the budget presented to council on July 7, 2026.

5. **Resolution No. 2026-28 - Approve Community Development Block Grant (CDBG) Capital Improvement Agreement with PBC - Public Works Department for FY26-27: Motion to approve Resolution No. 2026-28 to receive annual grant funding through the Palm Beach County Community Development Block Grant (CDBG) program for infrastructure improvements in the designated target area. The annual allocation for FY26-27 is $142,079, designated for the Royal Palm Park Improvements Project. The project is funded through the CDBG Grant fund. The proposed improvements to the park include new fencing, landscaping, a new pavilion, an ADA pathway, and a new park monument sign.**

   Staff: Felipe Lofaso, Public Works Director

   SUMMARY: The Village of Palm Springs receives annual grant funding through the Palm Beach County Community Development Block Grant (CDBG) program for infrastructure improvements in the designated target area. The proposed improvements include new fencing, landscaping, a new pavilion, an American with Disabilities Act (ADA) pathway, and a new park monument sign. The annual allocation for FY26-27 is $142,079, designated for the Royal Palm Park Improvements Project at 3700 Davis Road, Palm Springs, Florida.

   The CDBG Capital Improvement Agreement between Palm Beach County and the Village of Palm Springs is required to memorialize the funding for the Village to perform the construction activities.

   Fiscal Impact: The project is funded through a CDBG Grant fund allocation in the amount of $142,079.

6. **Work Authorization No. CH-U05 — Utilities Impact Plan for Lake Worth Road CRA Redevelopment - Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund and Lake Worth Community Redevelopment Agency Fund) — CHA Consulting Inc.: Approval of Work Authorization No. CH-U05 with CHA Consulting, Inc. in an amount not to exceed $88,646.80, for professional engineering services to prepare a utilities impact plan for the potential redevelopment of the Lake Worth Road CRA district. Funding to support the plan is available within the FY 2026 Budget —Water & Sewer Enterprise Fund and Lake Worth Road Community Redevelopment Agency Fund.**

   Staff: Jimmie Johnson, Director of Utilities

   SUMMARY: The Utilities Department is requesting that the Village Council approve Work Authorization No. CH-U05 at a cost not to exceed $88,646.80 to support all professional engineering services and related tasks associated with a utilities impact plan by CHA Consulting, Inc., one of the engineering firms contracted by the Village.

Due to the potential redevelopment within the Lake Worth Road CRA, particularly along 2nd Avenue North, the Utilities Department recommends commissioning a utilities impact study to evaluate future water and wastewater demands. The study would identify the infrastructure improvements required to adequately serve the redeveloped area and provide phased options for implementing these upgrades to ensure sufficient system capacity as redevelopment progresses.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2024R-001 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) — Section 287.55, Florida Statutes.

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

Fiscal Impact: Funding to support the proposed work authorization is available within the FY 2026 Budget — Water & Sewer Enterprise Fund and Lake Worth Road Community Redevelopment Agency Fund. Water & Sewer Enterprise Fund will cover 60% of the plan's cost and the Lake Worth Road Community Redevelopment Agency will provide 40% of the plan's cost. A budget amendment or internal budget transfer will be requested later if needed.

7. **Work Authorization No. SAK-U06 Trenchless Rehabilitation Services (Sewer Lining) (FY 2026 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC: Motion to approve Work Authorization No. SAK-U06 with SAK Construction, LLC for $229,791.50 for sewer lining and utility hole rehabilitation for the Village's utility system. Funding to support purchases under this proposed agreement is available within the FY 2026 Budget—Water & Sewer Enterprise Fund.**

   Staff: Jimmie Johnson, Director of Utilities

   SUMMARY: The Utilities Department must utilize trenchless rehabilitation services to line gravity sewer mains to reduce inflow and infiltration into the Village's wastewater system. Infiltration is water that leaks into the sanitary sewer system through cracks, broken joints, and holes in manholes and sewer pipes. Infiltration and inflow increase the Village's sewage transmission costs, as these costs are based on the volume of liquid measured by flow meters at the point where sewage leaves the Village's collection system. In addition, infiltration and inflow consume part of the Village's fixed sewage treatment capacity which would otherwise be available for new sewer customers. For these reasons, it is important to seal annually the portions of the Village's sewage collection system experiencing significant infiltration and inflow. Village staff has identified 3,578 linear feet of cured-in-place pipelining and 154 vertical feet of manhole rehab that will be completed. The total cost for the identified areas of sewer lining and manhole rehabilitation is $229,791.50. $285,000.00 has been approved within the FY 2026 Water & Sewer Enterprise Fund to complete gravity sewer lining.

To ensure the lowest possible price, the staff recommends that the Village renew our previous agreement, which is a cooperative purchasing contract with SAK Construction, LLC. This selection by OMNIA Partners was completed through a competitive selection process – RFP Trenchless Technology Rehabilitation and Related Products and Services (RFP No. R220402 – August 26, 2021). OMNIA Partners/Region 4 Education Service Center renewed the contract with SAK on August 26, 2025.

The Village accepted SAK's pricing as approved under OMNIA Partners' contract, including all terms, conditions, and pricing. The term of the proposed OMNIA Partners contract would expire on February 28, 2027.

The proposed project Work Authorization No. SAK-U06 was prepared by SAK Construction, LLC, and reviewed by the Assistant Utilities Director, Utilities Director, Finance Director, and Village Attorney.

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

Fiscal Impact: Funding to support purchases under this proposed agreement is available within the FY 2026 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.

8. **Approve Amendment No. 3 to Work Authorization CH-U01-Utilities Operations Building - Task Order No. 331 - Professional Engineering Services – CHA Consulting, Inc: Motion to approve Amendment No. 3 to Work Authorization with CHA Consulting**

Staff: Jimmie Johnson, Utilities Director

SUMMARY: The Village Council previously authorized CHA Consulting to provide Professional Engineering and Design Services for the Utilities Operations Building — Work Authorization No. CH-U01(Task Order No. 331). The original scope of work included project design, permitting, and support through the Construction Manager at Risk (CMAR) Procurement process and Guaranteed Maximum Price (GMP) finalization.

As the project transitions from design into construction, additional engineering and architectural services are required that were not included in the original work authorization. This amendment provides for continued engineering and architectural support during GMP finalization and construction services throughout the construction phase of this project.

The Amendment to the Work Authorization includes:

- Additional CMAR/GMP Coordination and design support services – $28,680.00
- Engineering and Architectural Services during construction– $357,243.25
- Additional time through construction – 531 days

The Village Council is requested to approve Amendment No.3 -CH-U01.3 to provide the necessary professional engineering and architectural services to support the Construction Phase of this project at a cost not to exceed $385,923.25. This cost represents approximately 2.5% of the construction cost, which is below the industry standard range of 5% to 8% for comparable construction phase engineering and architectural services.

Fiscal Impact: Funding to support Work Authorization CH-U01.3 for the Utilities Operations Building (Task Order No. 331) is available within the FY 2026 Budget - Water & Sewer Enterprise Fund and will be funded from account No. 41336-56200. 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.

End of Consent Agenda....

Council member Ready moved to approve the Consent Agenda, and Vice Mayor Waller seconded the motion.

The said motion passed unanimously.

PRESENTATIONS

9. **Proclamation: Recognizing Florida Water Professionals Month - August 2026**
Staff: Kimberly Wynn, Village Clerk

   Mayor Smith read the proclamation on the record. Utilities Director, Dr. Johnson accepted the proclamation and gave comments.

PUBLIC COMMENT

A resident commented on the upcoming property tax. He wanted to know the impact of cutting property taxes. Mayor Smith advised the residents that the Council is unable to advertise the impact of removing the property tax under F.S. However, the Village Attorney independently discussed the impact of property taxes being removed and his reasons for not supporting the idea.

PUBLIC HEARINGS

10. **Resolution No. 2026-29 - FY 2026 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF): Motion to approve Resolution**

No. 2026-29; to certify the Village's taxable value for the upcoming fiscal year (FY 26-27) as well as other related financial information. The proposed millage rate is 3.50 with a rollback rate of 3.7319. The proposed millage of 3.50 is 0.94% less than the rolled back rate.
Staff: Mara Frederiksen, Finance Director

SUMMARY: 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 value for the upcoming fiscal year (FY 26-27) as well as other related financial information:

The gross taxable value of all properties within the Village for FY 2027 is $2,434,448,127, an increase of $148,306,747 over FY 25-26. The calculated rolled-back rate is $3.7319 per 1,000 of taxable value. The Village's proposed FY 2027 operating millage for the General Fund is $3.50 per $1,000 of the taxable value, or a decrease of 1.05% below the rolled-back rate. At 100% collection, the expected operating millage is to generate $8,179,746 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the projected revenue expected is $8,074,507.

The taxable value of debt service is $2,434,448,127. The proposed millage rate required to pay the general obligation debt for FY 2027 is $0.1746 per $1,000 of the taxable value. That is a decrease of 0.0176 from FY 25/26.

The combined proposed millage rates for FY 2026/2027 (3.5000 operating + 0.1746 debt = 3.6746 total mills) are 0.0176 mills lower than the combined approved millage rates for FY 25/26 (3.5000 operating 0.1922 debt = 3.6922 total mills).

The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2026 is $276,141,879. 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 values. At 100% collection, the total increment/revenue expected to be generated is $966,520. However, the Village budgets a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is $918,194.

As a result, the proposed Resolution establishes the tentative millage rates for Fiscal Year 26/27. The Village Council is requested to establish the final millage rates in September 2026.

Fiscal Impact: Establishes preliminary operating millage rate and debt service millage rates for the proposed budget for the fiscal year 2026-2027.

Note: The rollback rate is normally calculated on the current year's adjusted taxable value. However, that amount is now lowered by the value of the TIF transferred to the CRA, which produces a lower adjusted value and therefore requires a higher millage rate to produce the same revenue as the prior year. This occurred last year in 2025-2026 as well.

Finance Director Mara Frederiksen presented Resolution No. 2026-29. She explained that the Village received Form DR-420 and DR-420 Debt from the PBC Property Appraiser's Office, certifying taxable values for FY 26-27 and other financial details. The gross taxable property value for FY 2027 is $2,434,448,127, representing an increase of $148,306,747 from the previous year.

The rolled-back rate is $3.7319 per $1,000, while the expected operating millage is $3.50 per $1,000, a 1.05% decrease from the rolled-back rate. At a 96% collection rate, the projected ad valorem tax revenue is $8,074,507. The taxable value for debt service is also $2,434,448,127, with a proposed debt millage rate for FY 2027 of $0.1746 per $1,000, a drop from the previous year. Combined, the proposed millage rates for FY 26/27 total 3.6746 mills, 0.0176 mills lower than the prior year. The gross taxable increment value for the Palm Springs CRA for FY 2026 is $276,141,879, and with a 95% collection ratio, the proposed budgeted increment is $918,194. The proposed resolution sets tentative millage rates for FY 26/27, and final rates will be established in September 2026 by the Village Council.

Mayor Smith offered the public and Council an opportunity for further discussion.

The Village Attorney, Mr. Torcivia, read the title of the caption on the record.

Council Member Ready moved to approve Resolution No. 2026-29, and Council Member Schmitz seconded. The motion passed unanimously 4-0.

11. **<u>Resolution No. 2026-30 - Final Garbage Non-Ad-Valorem Assessment Rates - FY 26/27:</u> Motion for the approval of Resolution No. 2026-30; adopting the final non-ad valorem assessment roll for Fiscal Year 2026-2027 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. The projected total annual revenue that the Village would assess is expected to be $1,739,585 for 7,367 parcels.**
Staff: Felipe Lofaso, Public Works Director

<u>SUMMARY:</u> The Village Council adopted Resolution No. 2026-30, setting the preliminary Non-Ad-Valorem assessment rates for the FY26-27 budget. As a result, Resolution No. 2026-30 proposes to set the final 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 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 proposed rates for Fiscal Year 2026-2027 will be as follows:

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

The Council adopted a corresponding resolution each year setting rates for the upcoming fiscal year. The proposed Resolution would establish the non-ad-valorem rates for garbage based on the cost of collection and disposal at that time.

The projected total annual revenue that the Village would assess is expected to be $1,739,585 for 7,367 parcels.

Mrs. Frederiksen presented Resolution No. 2026-30. She explained that the Village Council has approved Resolution No. 2026-30 to set the first rates for garbage and recycling collection for the 2026-2027 fiscal year. These rates will be listed on Palm Beach County Tax Notices and updated each year to reflect current costs. There are no changes to the rates this year.

Every year, the Council approves a resolution to set the rates for the next fiscal year. The new resolution will set the Non-Ad-Valorem garbage rates based on the current costs of collection and disposal.

The Village Attorney, Mr. Torcivia, read the title of the caption on the record.

Vice Mayor Waller moved to approve Resolution No. 2026-30, and Council Member Ready seconded. The motion passed unanimously 4-0.

<u>Fiscal Impact</u>: The projected total annual revenue that the Village would assess is expected to be $1,670,001.60 (which is at a 96% collection rate), $1,739,585.

12. **<u>Resolution No. 2026-31 - Final Stormwater Non-Ad-Valorem Assessment Rates — FY 2026:</u> Motion for the approval of Resolution No. 2026-31, to approve the final Ad-Valorem assessment rates for FY 26-27 for stormwater management assessments for each parcel within the area benefited, other than the non-assessed property. The final tax roll for FY 26/27 is $547,536 based on 7,777 parcels.**
Staff: Felipe Lofaso, Public Works Director

<u>SUMMARY</u>: The proposed Resolution sets the preliminary Non-Ad-Valorem assessment roll rates for Fiscal Year (FY) 2026 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 26-27 will be the same as last year:

	Annual Rate
Single Family Residentia 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.

Ms. Frederiksen presented Resolution No. 2026-31. She explained that the Village Council discussed and proposed a resolution to set the preliminary Non-Ad-Valorem assessment roll rates for Fiscal Year 2026, ensuring a consistent method for collecting assessments for stormwater management services within the Village via Palm Beach County Tax Notices. The proposed rates for FY 26–27 will remain unchanged from the previous year. The proposed fees and related data will be submitted to the Palm Beach County Property Appraiser’s Office and the Information Systems Services department, which handles billing for the Village.

Mayor Smith offered the public and Council an opportunity to speak. There were no public comments, or further Council discussion.

The Village Manager, Mr. Bornstein, explained the importance of stormwater. Then advised the Council that a study was approved by them at the previous meeting to assess stormwater rates and areas of improvement. Staff will come forward in the future to discuss the results of the assessment.

The Village Attorney, Mr. Torcivia, read the title of the caption on the record.

Council Member Ready moved to approve Resolution No. 2026-31, and Council Member Schmitz seconded. The motion passed unanimously 4-0.

Fiscal Impact: The proposed FY 2026 rates are the same as last year's rates.

ACTIONS AND REPORTS

There were no Actions or Reports from the Staff.

VILLAGE MANAGER COMMENTS

There were no comments from the Village Manager.

VILLAGE COUNCIL COMMENTS

The Council continued to thank the staff for all their hard work.

ADJOURNMENT

Hearing no further discussion, Mayor Smith adjourned the meeting at 6:55 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 **July 23, 2026**. The minutes were formally approved and adopted by the Village Council on **August 20, 2026.**

Submitted by:

Kimberly M. Wynn
Village Clerk

NEXT REGULAR MEETING:
THURSDAY, AUGUST 20, 2026, AT 6:30 PM

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: Administration

ITEM #2: Reappointment to the Police Pension Board:

SUMMARY: Staff requests that the Village Council consider the reappointment of one resident member to the Police Officers' Pension Board of Trustees. The current term of Thomas Gehrman expires on September 30, 2026. The Village advertised the vacancy and accepted applications during the recruitment period. Mr. Gehrman was the only applicant and has expressed his interest in continuing to serve on the Board.

Staff recommends that the Village Council reappoint Thomas Gehrman to the Police Officers' Pension Board of Trustees as the Resident Member for a two-year term beginning October 1, 2026, and expiring September 30, 2028.

If approved, the Board will have one (1) remaining trustee vacancy to be filled.

FISCAL IMPACT:
None

ATTACHMENTS:
1. Placeholder - Applicant's application is on File

A copy of **Thomas Gehrman's** application is on file in the Village Clerk**'s** Office.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: Administration

ITEM #3: Approve Professional Services Agreement - Lobbying Services - Ronald L. Book, P.A.

SUMMARY: For the past three years, the Village has engaged a law firm specializing in lobbying services to represent our interests in Tallahassee and put us in a better position for State discretionary funding. With the assistance of the team from Ronald L. Book, P.A., the Village was able to obtain State appropriations of $1 million for the Congress Avenue Sanitary Sewer Force Main project in FY24, and two (2) appropriations in FY27, including $750,000 for Dolan Road Safety (Complete Streets) Improvements and $250,000 for Canal 9 Sewer Force Main Replacement.

Staff is recommending that the Village again engage Ronald L. Book, P.A., which has offices in Tallahassee and Hollywood (Florida). They bring extensive experience in legislative representation as well as professional respect among legislators. Locally, they have represented the Village of Royal Palm Beach, Loxahatchee Groves, Palm Beach County, and numerous other South Florida cities.

The staff recommends that the Village Council approve the proposed Professional Services Agreement with Ronald L. Book, P.A., for State lobbying services.

FISCAL IMPACT:
The proposed Fiscal Year 2026 Village Council budget includes $50,000 for a lobbyist. The item is budgeted in account 01111-53100 for Fiscal Year 2026.

ATTACHMENTS:
1. Proposed Addendum - Professional Services Agreement - Ronald L. Book, PA
2. Proposed Letter Agreement - Ronald Book PA
3. Ronald L. Book, P.A. Overview

VILLAGE OF PALM SPRINGS STANDARD ADDENDUM

This Village of Palm Springs Standard Addendum ("Addendum") is made as of the _____ day of ____________________, 2026, by and between the **Village of Palm Springs**, a Florida Municipal Corporation ("Village") and **Ronald L. Book, P.A.**, a Florida Professional Association ("Firm").

In consideration of the mutual promises contained in this Addendum and contained within the Firm's Letter Agreement dated ____________, 2026, which is attached hereto as **Exhibit "A"** ("Agreement") (collectively, this Addendum and the Agreement are the "Contract" or the "Contract Documents"), the Village and Firm agree as follows:

SECTION 1 – PAYMENTS; TERM; TERMINATION

1.1 For the legislative and executive branch lobbying services, the Village shall pay the Firm the compensation amount as set forth in the Agreement.

1.2 Payments shall be made by the Village within forty-five (45) days of receipt of a proper monthly invoice from the Firm or the Village shall be subject to interest at the rate of 1% per month from thirty (30) days after the due date, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes.

1.3 This Contract shall be in effect as of the date it is approved and executed by the Village. The Term of the Contract is for a period of one (1) year.

1.4 Either party may terminate this Contract by delivering a written notice to the other party a minimum of thirty (30) days prior to the date of termination. Termination in accordance with this paragraph shall be without cause or penalty.

1.5 Firm acknowledges and agrees that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated therewith in any fiscal year of the Village. Based upon the timeframes set forth in the Contract Documents, the Village agrees that it has the funding available for the current fiscal year (FY 2024-2025) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the Village's payment obligations as stated in the Contract Documents; however, the Village's future funding obligations as stated herein are all subject to the Village's annual budgeting and appropriation process. Firm understands and agrees that the Village's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the Village nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under the Contract Documents. 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 payment obligations in the Contract Documents in any fiscal year after the current fiscal year, then the Village will notify Firm of such occurrence and either the Village or Firm may terminate the Contract Documents 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 Firm for all services performed under the Contract Documents through the date of termination.

SECTION 2 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The agreement between the parties consists of the Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum will prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 3 –PUBLIC ENTITY CRIMES; PALM BEACH COUNTY IG; SCRUTINIZED COMPANIES, E-VERIFY, ANTI-HUMAN TRAFFICKING

3.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Firm certifies that it and its affiliates 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.

3.2 In accordance with Palm Beach County ordinance number 2011-009, this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

3.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Firm certifies that it is not participating in a boycott of Israel. Village and Firm agree that the Village will have the right to terminate the Contract Documents if Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

3.4 Pursuant to Section 448.095(2), Florida Statutes, if applicable, the Firm shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

3.5 The Firm, by entering this Contract, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 4 – SOVEREIGN IMMUNITY; LAW, VENUE, REMEDIES; WAIVER OF JURY TRIAL; ENFORCEMENT COSTS; INDEMNIFICATION

4.1 Nothing contained in any of the Contract Documents shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time.

4.2 The Contract shall be governed by the laws of the State of Florida. The Firm represents that it is authorized to do business in the State of Florida and covenants that it will continue to be authorized through the completion of this Contract. Venue for any and all legal action necessary to enforce this Contract 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.

4.3 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 THE CONTRACT DOCUMENTS.

4.4 If any legal action or other proceeding is brought for the enforcement of the Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

SECTION 5 – SURVIVABILITY; SEVERABILITY; PREPARATION; WAIVER

Any provision of the Contract which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract shall survive its expiration or earlier termination. If any term or provision of the Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. The Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 6 –SUCCESSOR AND ASSIGNS

The Village and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Contract. Except as set forth above, neither the Village nor the Firm shall assign, sublet, convey or transfer its interest in the Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Firm.

SECTION 7 – PUBLIC RECORDS

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

1. Keep and maintain public records required by the Village to perform the service.
2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Firm does not transfer the records to the Village.
4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Firm or keep and maintain public records required by the Village to perform the service. If the Firm transfers all public records to the Village upon completion of the Contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Contract, the Firm 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 FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 8 – ACCESS AND AUDITS; TAXES

8.1 The Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Firm's place of business. In no circumstances will Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

8.2 The Village is exempt from payment of Florida State Sales and Use Tax. Firm shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Village, nor is Firm authorized to use the Village's Tax Exemption Number in securing such materials. Firm shall be responsible for payment of their own and their share of its employees' payroll, payroll taxes, and benefits with respect to the Contract.

SECTION 9 – INSURANCE

9.1 Coverage Limits. During the term of this Agreement, Firm shall maintain the following insurance coverage in at least the following amounts:

1. Workers' Compensation consistent with requirements and limits set under Ch. 440, Florida Statutes.
2. Commercial General Liability coverage (including products and completed operations blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars ($1,000,000) per occurrence for bodily injury/property damage and one million dollars ($4,000,000) for personal injury and products/completed operations.
3. Business Automobile Liability coverage (covering the use of all owned, non-owned and hired vehicles) with minimum limits (combined single limit) of one million dollars ($1,000,000) for bodily injury and property damage.

9.2 Policy Requirements. Firm's policies shall be primary and any insurance maintained by the Village is excess and non-contributory. Promptly upon Village's written request for same, the Firm shall provide or cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Contract are maintained in force and effect.

SECTION 10 – ENTIRETY OF CONTRACTUAL AGREEMENT

The Village and Firm agree that the Contract Documents set forth the entire contract 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 the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 11 - COUNTERPARTS

This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this document by digital or electronic means and shall treat the same as an original.

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

VILLAGE OF PALM SPRINGS

ATTEST:

By:_______________________________
Kim Wynn, Village Clerk

By:_______________________________
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:___________________________
Christy Goddeau, Village Attorney

FIRM: RONALD L. BOOK, P.A.

By: R L Book
Signature of Authorized Representative

[Corporate Seal, if required]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or __online notarization on this 10th day of August, 2026, by Ronald L. Book of Ronald L. Book, P.A., a professional association authorized to do business in the State of Florida, who is personally known to me or who has produced________________________ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Firm to the same.

Notary Seal:

BONETTE MOSCHELLA
Notary Public-State of Florida
Commission # HH 615735
My Commission Expires
March 16, 2029

Bonette Moschella
Notary Public Signature

Exhibit "A"

Letter Agreement (dated ___________, 2026)

Two (2) Pages total

Ronald L. Book, P. A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

July 17, 2026

Mr. Michael Bornstein, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

VIA EMAIL: mbornstein@vpsfl.org
kglascastro@vpsfl.org

Dear Mr. Manager,

We are excited to have the continued opportunity to represent the Village of Palm Springs on your legislative needs and priorities. We will continue to build on our role working and advocating for the Village and remain confident we will continue to provide meaningful and effective service.

GENERAL TERMS
We understand that the purpose of this engagement is for our firm to provide legislative and executive branch lobbying services for the Village of Palm Springs related to the needs and priorities of Village. This representation includes the state Legislature, Executive Branch, and all state agencies. The representation includes providing all traditional lobbying services, including, but not limited to, the following:

- Drafting and preparing appropriations request applications and supporting documents
- Identifying legislative champions for said projects
- Testifying at committee hearings
- Preparing support materials as necessary
- Scheduling meetings for Village officials with House and Senate members, staff, and agency officials
- Providing written reports regularly throughout the legislative session and committee weeks
- Identifying grant opportunities and providing assistance with applications.
- Providing information, advice, and assistance on any substantive legislative matters that may impact the Village.
- Appearing before the Village as necessary to provide updates and reports and generally be available for Village-related teleconferences and meetings.

Should any collateral materials or presentations be needed, you agree to provide such. You also agree to continue to fully educate us on all aspects of Village issues and priorities thus allowing us to be effective and aggressive in our representation. It is understood that it may be necessary for you to attend legislative committee hearings, and meetings with legislators, legislative staff, and executive branch officials and staff, and you agree to make yourself available for said meetings with reasonable notice.

FEES

In exchange for this representation, you agree to compensate our firm with an annual retainer of $50.000.00, invoiced monthly, over 12-months, at a rate of $4,166.66. There will be no limitations on hours that need to be expended to accomplish your goals. We will invoice prorated travel costs with a not to exceed in the aggregate of $3,000.00, annually. It is understood that this agreement is effective upon execution and covers the 2026 Legislative Session, and include all remaining 2025 interim committee hearings and the Governor's review period for any approved appropriations projects.

Again, thank you for this opportunity. Assuming this meets with our mutual understanding, please sign, and return this agreement to our office at your earliest convenience.

Ronald L. Book	Michael Bornstein, Village Manager
Ronald L. Book, P.A.	Village of Palm Springs

Ronald L. Book, P.A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

FIRM OVERVIEW AND PROFESSIONALS

Thank you for the opportunity to share some information about who we are at Ronald L. Book, P.A.

Our firm is considered one of the premier lobbying firms in the state, with unparalleled experience in the appropriations process. The firm is consistently ranked in the top five Tallahassee lobbying firms among various media sources and others who follow Tallahassee politics and has been named the number one appropriations firm in Florida for several years. Established in 1987, the firm has a long history representing Fortune 500 companies, sports teams and sports facilities, government entities like cities and counties, hospitals and health care entities, professional associations and not-for-profit groups. Our law firm works exclusively in the government affairs arena, specializing in legislative and executive advocacy, strategic planning and general government consulting. We are proud to be involved in the legislative process 365 days-a-year. We are a bipartisan firm that enjoys extensive bipartisan relationships with legislature and executive branch, allowing us to be effective in today's political climate. We are one of the few statewide firms with a robust local government practice, and we are well known throughout Florida's congressional delegation.

Ronald L. Book, P.A. offers a powerful combination of talent and experience with a proven track record before the legislative and executive branches of government. The firm's contact base extends throughout state government and includes legislative leadership, legislative staff, and executive branch officials. We provide hands-on monitoring, intelligence and oversight of government activity coupled with a highly professional, performance-oriented approach for meeting client goals and objectives. We work closely with our clients to develop a concise and focused agenda with strategies designed to exceed client expectations.

The firm boasts a virtually flawless record of success attaining clients' goals, which range from legal counseling on corporate and private matters to persuading lawmakers to support or oppose various programs and causes. Professional skill is complemented by responsive, personal service as evidenced by the fact that the vast majority of clients have retained the firm's services for many years. Operating full-time offices in Aventura and Tallahassee affords the firm's professionals close proximity to clients and legislators, providing access to, and visibility amongst, key decision-makers. The result for our clients is maximum accessibility.

The firm's mission is to provide a full range of government relations services to our clients – "anything and everything government." We utilize our knowledge of the legislative process and our relationships with the "players" in the process to assist clients by representing their interests and advocating their legislative agendas – be it a change in substantive law, a grant opportunity, an executive order or a complex budget formula, trust fund or line item.

At Ronald L. Book, P.A., we have a simple firm philosophy– "It **CAN** be done." We rely on that philosophy to approach any endeavor, and it has helped us be successful, even in difficult circumstances. We treat every issue – every amendment, every bill, and every budget request – as a priority, to ensure

REPLY TO:
❒ 4000 Hollywood Boulevard, Suite 677-S - Telephone (305) 935-1866
❒ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

that we are not approaching issues from a reactionary perspective, but a proactive one. Furthermore, we understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment and dedication.

Finally, our firm understands that the best way to keep and maintain working relationships with Legislators and staff is to be honest, forthright and ethical in all activities. We are well respected throughout the Capitol for our business practices. We believe that relationships are easily enhanced when built on a foundation of honesty, understanding and mutual respect. We carry that philosophy into the Capitol every day, and it contributes to our success.

Simply put, each member of our firm has good relationships with the Florida Governor and Cabinet, state agencies, House and Senate members, both Democrat and Republican, and we count the new and future presiding officers and leaders in both chambers of the Legislature as friends.

There is one guarantee in government affairs and politics, and that is change – changes in leadership, changes in priorities and changes to the process are all commonplace in Tallahassee. For more than 30 years, Ronald L. Book, P.A. has remained a constant in Tallahassee politics, and our clients have looked to us for advice and counsel to navigate that sea of change. We provide effective solutions and achievement by offering our clients:

- Strategic planning with a proactive approach.
- Professional and experienced government relations consultants.
- Bipartisan contacts throughout Florida government.
- Dedication and determination to get the job done.

Attached please find some information on our firm’s professionals.

REPLY TO:
❐ 4000 Hollywood Boulevard, Suite 677-S - Telephone (305) 935-1866
❐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

Ronald L. Book, Esq. | Founder, President and CEO

Mr. Book is President and Chief Executive Officer of Ronald L. Book, P.A. Since founding the firm in 1987, Ron has developed a client list that is a "who's who" of business and industry, local governments, health care and not-for-profit associations. His reputation as a hard worker, dedicated to his client's causes, has earned him a place in the upper echelon of Tallahassee power. Associates, clients and lawmakers describe Ron Book and his firm as committed, tenacious, knowledgeable and credible.

It is difficult to narrow Mr. Book's areas of expertise to a simple few. From sports and economic development to affordable housing to environmental remediation to social services, transportation, growth management, health care, seaports and aviation -- if it is an issue that you have read about, Mr. Book has been at the center of the debate, influencing the decisions of policymakers for the past 4 decades.

For more than 30 years, his firm has led the government affairs industry in Florida, specializing in the appropriations process, responsible for literally, billions in grants, programs and earmarks to various projects and causes. An innovator in local government representations, the firm counts dozens of cities, counties and government entities as clients. The result of his innovation in this practice area is that the firm's relationships and influence extend well beyond the halls of the state Capitol and deep into City and County governments, north to south and coast to coast. It is why the firm is one of the few that offers first tier state legislative representation along with a robust and extensive local government practice.

In his local practice, Ron specializes in land use and zoning, with a strong emphasis on large-scale, iconic developments, including major mixed-use developments, stadiums, arenas, automobile dealerships, convenience stores and many others. Additional local representations focus on procurement, purchasing and disaster debris management.

Ron's history in the Florida political process began in the 1970's, when he began working for the Florida Legislature. He later served as Special Counsel and head of Legislative Affairs for Florida Governor Bob Graham and later, as Director of the Administrative and Governmental Law Department for Miami-based Sparber, Shevin, Shapo, Heilbronner & Book, one of Florida's most influential law firms from 1977 to 1987. His knowledge of Florida politics and its players is rooted in his work in several statewide gubernatorial, cabinet level and referendum campaigns – from "Five for Florida's Future" in 1980 to the two campaigns that ultimately authorized gaming at Florida's pari-mutuel facilities in 2004 and 2008.

In addition to his work on lobbying matters, Ron also provides general consulting services for many businesses, in both long-established and growing industries, including navigating complex regulatory matters, business development and strategic planning. To provide this guidance, he draws on his vast network of relationships, which range from current and former elected officials at all levels of government as well as business leaders in a wide range of industries.

Dedicated to community causes, Ron has served on dozens of charitable boards, including the Mourning Family Foundation, Best Buddies and Joe DiMaggio Children's Hospital, to name a few. He also serves as Chairman of the Miami-Dade Homeless Trust, where he has been a member for more than 25 years, first appointed by Mayor Alex Penelas and subsequently reappointed numerous times. The Trust administers a budget of over $66 million in funds and oversees Miami-Dade County's effort to end homelessness in the community. Under his leadership, the Trust has been recognized numerous times as a national best practice model, and was proud to host HUD Secretary Ben Carson, last year, when the Trust was among the first in the country to announce and end to Veteran's homelessness in our community.

In addition to his work at the Trust, Ron serves as Chairman of the Board for the Lauren's Kids Foundation, a not-for-profit entity he founded with his daughter, Florida State Senator Lauren Book. The Lauren's Kids Foundation is dedicated to ending childhood sexual abuse through education and awareness and helping survivors heal with guidance and support. The foundation educates adults and children about sexual abuse prevention through in-school curricula that is currently offered in over 90,000 classrooms nationwide. They also engage with the community through various awareness campaigns and speaking engagements around the country and the world.

Ron holds a Juris Doctorate degree from Tulane University and a B.A. in Political Science from Florida International University. He is a member in good standing of the Florida Bar. He is a registered lobbyist and a member of the Florida Association of Professional Lobbyists (FAPL).

Kelly C. Mallette | Senior Director of Government Affairs
Kelly oversees the firm's Capitol lobbying practice, including the overall development of strategy, approach and execution for the firm's extensive portfolio of clients.

Kelly's long experience in politics began decades ago, when, at the age of 19, she worked as an intern to one of Florida's most recognized lobbyists. Since then, she has grown into a powerful force in the Florida Capitol, providing lobbying services to a broad range of firm clients, including high-level business interests, hospitals, health care providers, professional associations and many others. Her experience as Senate aide to a former Appropriations subcommittee chair, provided her with unique insight into Florida's budget process, which has yielded hundreds of millions in funds for clients for everything from instructional materials, to complicated hospital formulas, to health care rate increases and other various grants and special appropriations.

A gifted writer and communicator, it is not unusual for a client to see Kelly's writing end up in official documents like substantive legislation, speeches and veto messages. She also helps oversee the firms political and fundraising efforts, advising clients on campaign financing, fundraising management and compliance.

Early in her career, Kelly served as policy advisor and speechwriter for the then Mayor of Miami. She draws on that experience to assist in managing the firm's local government consulting practice. She focuses her expertise on zoning and permitting in multiple jurisdictions, working to expedite approvals for a wide range of clients.

Active in Republican politics, Kelly is on the Miami-Dade County Republican Executive Committee, and is a former member of the Board of Directors of the Miami-Dade Republican Party where she served as Vice-Chair of the Finance Committee. She was named Republican of the Year for Miami-Dade County in 2015. She has been a delegate at each of the last four Republican National Conventions and accepted an invitation to attend the 2016 Presidential inaugural events. Kelly also recently represented the firm on the host committee for Governor Ron DeSantis' inaugural celebration.

Once an elected official herself, Kelly served a 4-year term as a Commissioner in the Village of Biscayne Park, her hometown. She also served on the Miami-Dade County Safe Neighborhoods Parks Bonds Committee, overseeing millions in public funds approved for park projects in Miami-Dade County. She a member of the Florida Association of Professional Lobbyists (FAPL).

Rana G. Brown | Government Affairs Consultant
In 2008, Rana Brown joined Ronald L Book, P.A., with over 16 years of experience in government affairs. Ms. Brown is a Government Affairs Consultant for Ronald L. Book, P.A. She specializes in legislative procedure with emphasis on state and local government and various private sector interests. Ms. Brown provides executive direction services for the Florida Regional Councils' Association, a statewide organization. Her work with the Florida Regional Councils' provides her a depth of knowledge regarding local government, transportation, growth management and environmental issues. Prior to joining Ronald L. Book, P.A., Ms. Brown headed the Advocacy Department of the Greater Miami Chamber of Commerce where she restructured the Chamber's government affairs focus to address issues affecting the business community at the local, state and federal levels. Prior to her work at the Chamber, Ms. Brown held the position of Assistant Director of Intergovernmental Affairs within the office of the Mayor of Miami-Dade County, where she worked on behalf of the County before the state legislature, state agencies and executive branch. Ms. Brown's experience also includes nine years as staff in the Florida Senate, both in Tallahassee and Miami, several of which were in the office of the Senate President, and six years as a legislative assistant to a South Florida legislator. Ms. Brown holds a B.A. in History from Florida State University.

Gabriela Navarro | Associate Consultant
As the newest hire to Ronald L. Book, P.A., Gabriela Navarro brings her knowledge of the political process and unmatched work ethic to the firm. Her experience in various levels of Florida government is invaluable to clients from various industries. Due to that diverse experience, Gabriela will work with clients across the firm's portfolio while handling multiple matter sin front of the legislature.

Gabriela's political career began when she, as a college student, accepted an internship in one of Florida's most recognizable lobbying and public affairs firms. During her time there, she was promoted to an associate before the age of 22. Her duties included both lobbying and managing local and judicial campaigns. More recently, she served as the lead legislative aide to a state representative in the Miami-Dade Legislative Delegation. As a House aide, her duties included acting as a liaison to municipalities, elected officials, businesses, and community organizations in the district. She was also responsible for overseeing legislative efforts, including budget and substantive issues.

Recent Success

Below please find an overview of recent success on behalf o some of our clients, with an emphasis on our municipal clients.

2023 Legislative Session

- $580,000 for the City of Aventura 191st Street Drainage Project
- $500,000 for the Bal Harbour Village Jetty Elevation and Resiliency Project
- $774,000 for the Bal Harbour Village Stormwater System Improvements
- $370,000 for the Cooper City Hiatus Road Traffic Safety Improvement
- $450,000 for the Cooper City SW 49th Street Culvert Rehabilitation and Replacement Project
- $600,000 for the City of Coral Gables Citywide Bridge Repair Program
- $700,000 for the City of Coral Gables Force Main Replacement Program
- $500,000 for the City of Coral Gables Street Resurfacing Program
- $500,000 for the City of Coral Gables Venetian Structural and Surface Repair
- $500,000 for the City of Dania Beach SW 52 Street Stormwater Improvement Project
- $7,400,000 for the Village of Estero River Heights & Cranbrook Harbor Utility Expansion Project
- $100,000 for the City of Fort Lauderdale Community Court
- $251,500 for the City of Lauderdale Lakes Alzheimer's Care Center/Alzheimer Care Services Expansion
- $514,740 for the City of Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project
- $750,000 for the Town of Loxahatchee Groves Stormwater Systems Rehabilitation
- $300,000 for the City of Marco Island Canal and Chanel Aeration Pilot Study
- $600,000 for the City of Marco Island Generator Storage Building
- $212,500 for the City of Marco Island High Water Fire Suppression Vehicle
- $400,000 for the City of Marco Island San Marco Road Dead-End Canal Interconnect
- $250,000 for the City of Margate Northwest Focal Point Senior Center ADA Renovations and Services
- $600,000 for the City of Margate Stormwater Infrastructure Rehabilitation, Canal Embankment Restoration & Dredging
- $500,000 for the City of Miami Beach Resilient Seawalls Along Collins Avenue
- $350,000 for the City of Miramar Canal Improvements
- $300,000 for the City of Miramar Southcentral/Southeast Focal Point Senior Center
- $500,000 for the City of Miramar Digital Police Radio Replacement Phase I
- $150,000 for the North Bay Village Inlet Filters Phase 2
- $500,000 for the North Bay Village Inlet Wastewater Pump Station Phase 2
- $350,000 for the North Bay Village Sidewalk and ADA Improvements
- $600,000 for the City of North Miami Septic Tank to Sanitary Sewer Conversion Phase 2
- $450,000 for the City of Pinellas Park Beacon Run North & South Ponds Water Quality Project
- $165,560 for the City of Pinellas Park Pinebrook Safety Project
- $500,000 for the City of Royal Palm Beach Canal System Rehabilitation Phase II
- $500,000 for the City of Royal Palm Beach La Mancha Subdivision Roadway Underdrain

- $225,000 for the City of Sunny Isles Beach Urban Trail
- $750,000 for the City of Sunrise Regional Reuse Water Main Extension
- $400,000 for the City of Tamarac Stormwater Culvert Headwalls Improvement Project Phase 7
- $600,000 for the City of Tamarac Water Treatment Plant Control Building

2022 Legislative Session

- $13,500,000 for the City of Pinellas Park Youth Sports Complex
- $1,500,000 for Learning Ally/FSU Dyslexia Screener
- $1,000,000 for the Overtown Youth Center
- $375,000 for the Coral Gables Citywide Septic to Sewer Conversion
- $500,000 for the Coral Gables Legacy Sewer System Repair and Replacement
- $500,000 for the Coral Gables Stormwater Master Plan
- $750,000 for the Coral Gables Restoration of Historic Gondola Building
- $250,000 for the City of Lauderdale Lakes Alzheimer's Care Center
- $275,000 for the City of Margate – Northwest Focal Point Senior Center
- $300,000 for the City of Miramar – South Central/Southeast Focal Point Senior Center
- $306,000 for the Nancy J. Cotterman Center Advocacy Program, located in Fort Lauderdale
- $100,000 for the North Miami Beach Police Department Solving Cold Cases Using New Technology
- $530,000 for the Village of Estero Utility Expansion Phase I
- $750,000 for the Village of Estero on the River Trails
- $450,000 for the Village of Estero Sandy Lane Bicycle and Pedestrian Improvements
- $500,000 for the Town of Fort Myers Beach Estero Beach Blvd Water Stormwater Improvements
- $399,695 for the City of Lauderdale Lakes Water Improvements and Canal Bank Stabilization Project
- $416,745 for the City of Marco Island Canal Flushing Improvement Project San Marco Road/South Seas Court
- $500,000 for the City of Margate Stormwater Infrastructure and Canal Embankment Restoration
- $500,000 for the City of Miramar Historic Miramar Drainage Improvements Phase V
- $150,000 for the North Bay Village Stormwater Inlet Filter Installation
- $500,000 for the North Bay Village Wastewater Pump Station Improvements
- $500,000 for the City of North Miami Septic Tank to Sanitary Sewer Conversion
- $400,000 for the City of Sunny Isles Beach Central Island Drainage Project
- $1,702,512 for the City of Marco Island Smokehouse Bay Bridge Replacement
- $400,000 for the City of North Miami Pedestrian Bridge Over C-8 Canal

REPLY TO:
❐ 4000 Hollywood Boulevard, Suite 677-S - Telephone (305) 935-1866
❐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: Planning, Zoning & Building

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

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

On July 22, 2023, a three-year Enterprise Agreement was approved, set to expire on September 30, 2026.

Several Village of Palm Springs departments require ongoing Geographic Information System (GIS) services, including data management and updates. To maintain access to GIS software, staff requests renewal of the Enterprise Agreement, which will continue to provide the Village with necessary GIS tools.

If approved, the Village will accept Esri's pricing, including all terms and conditions. The proposed agreement will expire on September 30, 2029, and may be renewed for additional three-year terms under the current agreement's provisions.

The Village will ensure expenditures for these goods and services do not exceed the approved budget, as adopted or amended, throughout the term of this agreement.

FISCAL IMPACT:
Funding to support services under this proposed agreement will be available within the FY 2027 - FY 2029 Budget - General Fund. The proposed agreement has a fiscal impact of:

FY 2027	$ 42,200
FY 2028	$ 42,200
FY2029	$ 42,200
Total	$126,600

ATTACHMENTS:
1. Proposed Agreement

SOLE SOURCE LETTER

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

DATE: July 7, 2026

TO: Village of Palm Springs

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

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

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

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

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

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

J.Ricks
Jackie Ricks

Esri 380 New York St., Redlands, CA 92373-8100, USA • TEL 909-793-2853 • FAX 909-793-5953 • E-MAIL info@esri.com • WEB www.esri.com

July 7, 2026

Iramis Cabrera
Village of Palm Springs
226 Cypress Ln
Palm Springs, FL 33461-1604

Dear Iramis,

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

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

An EA will provide your organization with numerous benefits including:

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

The following business terms and conditions will apply:

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

- Licenses are valid for the term of the EA.

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

To expedite your acceptance of this EA offer:

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

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

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

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

Thank you very much for your consideration.

Best Regards,

Wendy McGuire

Quotation # Q-543434

Date: July 7, 2026

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

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/17/2026 To: 9/13/2026

Customer # 320246   Contract #

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

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

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	$42,200.00	$42,200.00
		Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription		
193205	1	Year 2	$42,200.00	$42,200.00
		Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription		
193205	1	Year 3	$42,200.00	$42,200.00
		Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription		

Subtotal:	$126,600.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$126,600.00

Upon acceptance of the offer, the Village of Palm Springs agrees to commit to the three-year term. Esri will invoice the Village of Palm Springs for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

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

For questions contact:	**Email:**	**Phone:**
Wendy McGuire	wmcguire@esri.com	704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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

Esri Use Only:
Cust. Name Village of Palm Springs, Florida
Cust. # 320246
PO # ____________
Esri Agreement # 00353970.0

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

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

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

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

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

Term of Agreement: Three (3) years

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

Accepted and Agreed:

Village of Palm Springs, Florida
(Customer)

By: ______________________________
Authorized Signature

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

CUSTOMER CONTACT INFORMATION

Contact: ______________________________

Address: ______________________________

City, State, Postal Code: ______________________________

Country: ______________________________

Quotation Number (if applicable): Q-543434

Telephone: ______________________________

Fax: ______________________________

E-mail: ______________________________

1.0—Additional Definitions

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

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

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

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

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

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

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

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

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

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

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

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

2.0—Additional Grant of License

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

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

3.0—Term, Termination, and Expiration

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

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

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

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

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

4.0—Product Updates

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

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

5.0—Maintenance

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

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

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

6.0—Endorsement and Publicity

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

7.0—Administrative Requirements

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

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

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

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

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

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

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

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

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

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

10.0—ADDENDUM TO SMALL ENTERPRISE AGREEMENT

The Addendum to Small Enterprise Agreement (County and Municipality Government is attached hereto and incorporated herein by this reference.

ADDENDUM TO SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
No. 00353970.0

THIS ADDENDUM ("Addendum") is made by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Environmental Systems Research Institute, Inc.**, a corporation registered to do business in the State of Florida ("Esri").

WHEREAS, the Village is in need of certain GIS software subscriptions and maintenance; and

WHEREAS, Esri provides the desired software subscriptions and maintenance on a sole source basis, and

WHEREAS, the Village and Esri desire to enter this Addendum and Esri's Quotation (#Q-543434) and Small Enterprise Agreement (County and Municipality Government E214-2) (hereafter "Esri Agreement") for Esri to provide the software subscriptions and maintenance; and,

WHEREAS, the Village finds the acceptance and execution of this Addendum and the Esri Agreement serve a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in the Esri Agreement, the Village and Esri agree as follows:

SECTION 1 – Recitals Small Enterprise Agreement
1.1 The foregoing recitals are incorporated into this Addendum as true and correct statements and made apart hereof.

SECTION 2 – Public Records. Esri shall:

(a) Keep and maintain public records required by the Village to perform the service.

(b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Esri Agreement term and following completion of the Esri Agreement if Esri does not transfer the records to the Village.

(d) Upon completion of the Esri Agreement, transfer, at no cost, to the public agency all public records in possession of Esri or keep and maintain public records required by the public agency to perform the service. If Esri transfers all public records to the public agency upon completion of the Esri Agreement, subject to applicable law and ethical rules, Esri shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Esri keeps and maintains public records upon completion of the Esri Agreement, Esri shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF ESRI HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ESRI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ESRI AGREEMENT, CONTACT THE VILLAGE CUSTODIAN OF PUBLIC RECORDS) AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

SECTION 3 – E-Verify. By entering into this Esri Agreement, Esri is obligated to comply with the E-Verify requirements of Section 448.095, Florida Statutes to the extent applicable. Esri is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.

SECTION 4 – Equal Opportunity Employer. The Village is an Equal Opportunity Employer (EOE), and such encourages all Contractors to voluntarily comply with EOE regulations with respect to race, color, religion, national origin, sex, age, marital status, and handicap or veteran status. When applicable, Esri shall comply with all State or Federal EOE regulations.

SECTION 5 – Scrutinized Companies. Esri certifies that Esri is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Esri further hereby certifies that Esri is not engaged in a boycott of Israel or engaged in business operations in Cuba.

SECTION 6 – Public Entities Crime or Convicted Vendor List. Esri has a continuous duty to disclose to the Village if Esri or any of its affiliates as defined by Section 287.133(1) (a), Florida Statutes are placed on the convicted vendor list or the Antitrust Violator Vendor List.

SECTION 7 – Human Trafficking. Esri confirms that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 8 – Prohibited Telecommunications Equipment. Esri certifies that it does not and will not use any equipment, system, or services 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 such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Esri Agreement, Esri certifies that Esri must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the Village for the entire duration of this Esri Agreement.

SECTION 9 – Environmental and Social Government and Corporate Activism. Esri is prohibited from giving preference to any subcontractor based on the subcontractor's social, political or ideological interests as mandated in Section 287.05701, Florida Statutes.

SECTION 10 – Order of Precedence. In the event of a conflict between the terms and conditions of Esri's Quotation (#Q-543434) and Small Enterprise Agreement (County and Municipality Government E214-2), and this Addendum, the terms of this Addendum shall prevail.

SECTION 11 – Compliance with F.S. §287.139 – Prohibition on Use of DEI Materials
Esri certifies compliance with Section 287.139, Florida Statutes. Esri does not and will not use Village funds, if awarded, to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes.

SECTION 12 – Attorney's Fees. In the event of any legal or administrative proceedings arising from or related to this Esri Agreement, each party shall bear its own costs and attorney's fees.

SECTION 13 – Compliance with Laws. Esri agrees to comply with all applicable laws.

SECTION 14 – Sovereign Immunity. Nothing in this Esri Agreement shall be interpreted as a waiver of the Village's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

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

ATTEST:	**VILLAGE OF PALM SPRINGS**
By:______________________________	By:______________________________
Kimberly Wynn, Village Clerk	Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: ____________________________
Christy Goddeau, Village Attorney

ESRI:

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.

By: ____________________________

Print Name: ____________________

Title: __________________________

Date: __________________________

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of __ physical presence or __online notarization on this ____ day of ______________, 2026, by _______________________ of Environmental Systems Research Institute, Inc., authorized to do business in the State of Florida, who is personally known to me or who has produced__________________________ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Vendor to the same.

Notary Seal: ______________________________________
Notary Public Signature

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: Police Department

ITEM #5: Piggyback agreement for Uniform Contract with Blue Line Innovations.

SUMMARY: The Police Department requests approval for a piggyback agreement related to the existing uniform contract between the Town of Palm Beach and Blue Line Innovations. This contract offers a 20 percent discount off the list price and covers all uniform and accessory items.

Blue Line Innovations is the current vendor for these supplies. Anticipated future purchases are expected to exceed the $50,000 small purchase threshold, with the proposed piggyback agreement not exceeding $75,000 annually.

FISCAL IMPACT:
Funding for uniforms is budgeted in our annual budget.

ATTACHMENTS:
1. VPS Agreement for Police Department Uniforms
2. Addendum 1 - ITB No. 2024-35 PD Uniform and Accessories (2)
3. Award Letter Final_Signed
4. Discounted Percentage Bid Tabulation
5. ITB revised - Terms and Conditions - Goods and Services (2)
6. Piggyback Agreement (1)
7. Resolution 144-2024 Awarding Contracts (2)
8. TOPB PD Uniform Bid Specifications

AGREEMENT FOR POLICE DEPARTMENT UNIFORMS
(Utilizing Town of Palm Beach Contract)

This Agreement for Police Department Uniforms ("Agreement") is made as of the ______ day of ______________, 2026, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **Blue Line Innovations, LLC,** limited liability company registered to do business in the State of Florida with a primary address of 1101 Clare Avenue, West Palm Beach, FL 33401 ("VENDOR").

RECITALS

WHEREAS, the VILLAGE's Police Department is in need of certain uniforms and related accessories for its personnel; and,

WHEREAS, on November 12, 2024, the Town of Palm Beach, through its competitive purchasing processes (Invitation to Bid No. 2024-35), awarded a contract to the VENDOR for substantially the same goods sought by the VILLAGE's Police Department ("Palm Beach Contract"); and,

WHEREAS, the VILLAGE has reviewed the VENDOR's pricing as set forth in the Palm Beach Contract and has determined that the VENDOR's pricing is advantageous to the VILLAGE; and,

WHEREAS, consistent with the VILLAGE's Purchasing Code and the authorizations of the Town of Palm Beach and the VENDOR, the VILLAGE desires to utilize (i.e., piggy-back) the Palm Beach Contract for the purchase of uniforms and related accessories from the VENDOR; and,

WHEREAS, the VILLAGE finds that entering into this Agreement is in compliance with the VILLAGE's Purchasing Code and serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference and deemed operative provisions of this Agreement.

2. Palm Beach Agreement, Effective Date, and Term. Except as modified herein, the VILLAGE shall have all rights, obligations, and remedies granted and authorized to the Town of Palm Beach under the Palm Beach Contract including, but not limited to, the right to purchase uniforms and related accessories for the prices set forth therein from the VENDOR. The effective date of this Agreement is the date this Agreement is approved by the Village Council. Unless earlier terminated, the term of this Agreement shall be the same as the Palm Beach Contract, which is currently in effect until **November 11, 2029**. Each year of this Agreement shall be dependent upon the annual appropriation of funds by the VILLAGE's Village Council.

3. Purchase Order(s). The VILLAGE does not guarantee that it will utilize this Agreement or the VENDOR for any needed goods hereunder. If the Village seeks goods from the VENDOR under this Agreement, the VILLAGE's ordering mechanism for the goods shall be a VILLAGE issued Purchase Order. The scope of goods to be provided by the VENDOR and the compensation to be paid by the VILLAGE to the VENDOR shall be set forth in each VILLAGE issued Purchase Order. The VENDOR shall not provide any goods under this Agreement without a VILLAGE issued Purchase Order specifically for this purpose. The VENDOR shall not provide any goods or services which are outside the scope of an issued Purchase Order and the VENDOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the VENDOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Palm Beach Contract. **For the first**

year of this Agreement (2026-2027), if this Agreement is approved by the Village Council, the Village's not to exceed amount for all issued Purchase Orders (if any) shall be Seventy-Five Thousand Dollars ($75,000.00). This amount may be increased by written amendment hereto as approved by the VENDOR and the VILLAGE. The not to exceed amount for future years of this Agreement shall be subject to City Manager or Village Council approval depending on the not to exceed amount for each future year of this Agreement (if any).

4. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the VENDOR consists of the terms and conditions in this Agreement, VILLAGE issued Purchase Orders, and the Palm Beach Contract. The aforementioned documents are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the above documents, the terms and conditions of this Agreement shall take precedence with any VILLAGE issued purchase order(s) next taking precedence.

5. Miscellaneous Provisions.

5.1 *Successors and Assigns*. The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

5.2 *Insurance*. VENDOR shall maintain the insurance as required in Palm Beach Contract applicable to the goods and/or services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured.

5.3 *Headings, References and Exhibits*. The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

5.4 *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

5.5 *Entire Agreement; Amendment*. This Agreement supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.

5.6 *Lien Rights*. The VENDOR shall have no lien rights regarding any property owned by the VILLAGE or otherwise.

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

5.8 *Third Party Beneficiary rights*. This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

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

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

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

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

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

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

5.13 *Notices*. All notices required in this Agreement shall be hand-delivered, sent by certified mail, return receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

5.14 *Taxes*. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

5.15 *No Consequential Damages*. Notwithstanding any other provision in this Agreement, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

5.16 *Execution/Delivery*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Agreement by electronic means and shall treat the same as an original.

5.17 *Authorized Signatory*. By signing this Agreement, the undersigned individual agrees and warrants that he/she is authorized by the VENDOR to enter this Agreement and bind the VENDOR to this Agreement.

6. Public Entity Crimes, E-Verify, and Scrutinized Companies.

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 If applicable to the VENDOR, pursuant to Section 448.095(5), Florida Statutes, the VENDOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

6.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Agreement if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7. Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR 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 VENDOR will be paid for all services rendered through the date of termination.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement for Police Department Uniforms to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: ______________________________
Bev Smith, Mayor

____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

____
Christy Goddeau, Village Attorney

VENDOR: **BLUE LINE INNOVATIONS, LLC**

By: Maylena Smith Saechao

Print Name: Maylena Smith Saechao

Title: Operations and Procurement Coordinator

[Corporate Seal, if required.]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of X physical presence or __ online notarization on this 31st day of July, 2026, by Maylena Smith Saechao of Blue Line Innovations, LLC, a Florida limited liability company, who is personally known to me or who has produced personally known as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Blue Line Innovations, LLC, to the same.

Notary Seal: ______________________________
Notary Public Signature

Notary Public State of Florida
Janina Maure
My Commission HH 791849
Expires 1/13/2030

TOWN OF PALM BEACH

Addendum 1

ITB No. 2024-35 PD Uniforms and Accessories

This addendum shall modify and become a part of the original Solicitation Document.

The purpose of this addendum is to answer questions posed on or before October 7, 2024.

The due date and time for submitting bids shall remain the same: October 16, 2024 @ 2:00 PM EDT.

Question 1: Kindly provide us with the current Bid Tabulation.
Response 1: Bid Tabulation is available in Bonfire, which Town is utilizing as its e-procurement platform.

Question 2: Please let us know the details of the vendors for the current contract.
Response 2: Town of Plam Beach has been piggybacking from Lakeland for last several years. The awarded vendor was Blue Line Innovation

Question 3: Kindly provide us Total Expenditures incurred for the current contract for past 3 years.
Response 3: Please refer to Part 3. Estimated Quantities of TOPB PD Uniform Bid Specifications document.

Question 4: What are the preferences considered when evaluating this bid?
Response 4: Please refer to Minimum Qualifications Form.

Question 5: Can pricing be adjusted on an annual basis from the first anniversary?
Response 5: Please refer to Part 4. Pricing of TOPB PD Uniform Bid Specifications document.

Question 6: How many employees are served under this contract?
Response 6: Please refer to Part 3. Estimated Quantities of TOPB PD Uniform Bid Specifications document.

Question 7: Kindly send images and dimensions of the logos and patches to be embroidered / screen printed for each garment.
Response 7: Town will share that information with awarded vendor.

Question 8: Kindly provide us with the current prices you are paying to obtain these items.
Response 8: Under the CO-OP contract with City of Lakeland, The Town used to receive 20% discount from the MSRP live price.

Question 9: When the orders are ready will you be able to pick up from our Palm Beach office?
Response 9: PD Prefers the orders to be delivered.

TOWN OF PALM BEACH

Addendum 1

ITB No. 2024-35 PD Uniforms and Accessories

Question 10: Could you please give pattern of your orders? Is it ordered in bulk for your inventory or is it ordered as and when needed in smaller quantities
Response 10: On as needed basis.

Question 11: We would like to request an extension for bid due date and time of this solicitation, as we need bit time to provide accurate and a competitive response.
Response 11: The deadline for submissions remains October 16, 2024 at 2:00 PM

Question 12: Could you please instruct how to fill bid sheet. Thank you
Response 12: After you create a vendor account, at the bottom of the page, click on "Prepare your submission" button. On new page, find a button to download pricing sheet (the button is located just before "Upload File"). Complete first the excel for PBPD Uniform and Accessories (BT-06EO), by providing your pricing in pricing column. The totals will be automatically generated. After completing, please save it locally in your computer and then upload the file by using "Upload File" button. Repeat the same steps for Discounted Percentage from Published Price List (BT-69DX).

Question 13: The product description states the term of the contract is for 5 years. Will we be able to raise our pricing annually for the fixed line items on the PBPD uniform and accessories spreadsheet as long as we meet the discount percentage off the manufacturers price list?
Response 13: Please refer to Part 4. Pricing of TOPB PD Uniform Bid Specifications.

Note: Any questions concerning this solicitation may be posed using the Vendor Discussions tab under Messages on the Town's e-procurement platform, Bonfire, or by contacting the lead procurement agent directly:

Martha Habib
Procurement and Contract Agent

Email: mhabib@townofpalmbeach.com
Direct phone: (561) 227-7006

TOWN OF PALM BEACH
PROCUREMENT AND CONTRACT MANAGEMENT DIVISION

November 19, 2024

Blue Line Innovations.
Attn: Cathie Nash
1101 Clare Ave,
West Palm Beach, FL 33401

Subject: Notice of Award – ITB No. 2024-35 PD Uniform and Accessories.

The Town Council of the Town of Palm Beach has approved the award of ITB No. 2024-35, PD Uniform and Accessories, to Blue Line Innovations.

The contract documents will include this award letter, the terms and conditions, forms and the scope of work as outlined in ITB No. 2024-35, and Blue Line's submitted responses and pricing.

The Town Procurement Division will issue annual purchase orders in accordance with all terms, conditions, specifications, and pricing as set forth.

Please confirm your acceptance of this award by signing below. Kindly return the executed form to my attention at mhabib@townofpalmbeach.com no later than Monday, November 25, 2024, by 2:00 PM.

We appreciate your prompt attention to this matter.

Respectfully,
Martha Habib
Procurement and Contracts Agent

Cathie Nash Digitally signed by Cathie Nash
DN: cn=Cathie Nash, o=Blue Line Innovations, LLC., ou, email=cathie@goblueline.com, c=US
Date: 2024.11.19 13:40:18 -05'00'

SIGNATURE

11/19/2024

DATE

Cathie Nash

NAME (PRINT)

Town of Palm Beach Bid Tabulation for
ITB No. 2024-35
PD Uniform and Accessories

#	Items	Blue Line Innovations	
		Discountpe	TotalCost
0			
#0-1	Blauer Manufacturing (Preferred Vendor)	20%	**20%**
#0-2	Safariland / Bianchi	20%	**20%**
#0-3	5.11 Tactical	20%	**20%**
#0-4	Sport-Tek Apparel	20%	**20%**
#0-5	Team365 Apparel	20%	**20%**
#0-6	Port Authority Clothing	20%	**20%**
#0-7	Denali Performance Apparel	20%	**20%**
#0-8	Propper International	20%	**20%**
#0-9	Perfect Fit USA	20%	**20%**
#0-10	Rothco	20%	**20%**
#0-11	Smith & Warren	20%	**20%**
#0-12	V.H. Blackinton & Co.	20%	**20%**
#0-13	Peerless Handcuff Company	20%	**20%**
#0-14	Pelican Products	20%	**20%**
#0-15	Blackhawk	20%	**20%**
#0-16	ASP Armament Systems & Procedures	20%	**20%**
#0-17	High Speed Gear	20%	**20%**
	All other Manufacturers are	20%	20%

1) **Acceptance** – Submission of a Response to this Solicitation Package affirms acceptance of these Terms and Conditions. Any questions related to these Terms and Conditions shall be directed to the Purchasing Division using the method indicated in these instructions. Any questions must be submitted and resolved prior to submission of a response. Exceptions to these Instruction & General Conditions are not permitted.

2) **Acceptance/Rejection –** The Town reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the Town will be in the best interest of and/or the most advantageous to the Town, in the Town's sole and absolute discretion. Town also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. Town reserves the right to waive any irregularities and technicalities and may, at its sole and absolute discretion, request a re-bid.

3) **Addendum –** The Purchasing Division may issue an Addendum to this solicitation that changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Supplier should not rely on any representation, statement, or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued hereto. In the event of a conflict between the Solicitation Package and any addenda, the addenda shall prevail. It is the Suppliers responsibility to ensure receipt of all addenda and any accompanying documentation. The Supplier is required to acknowledge having reviewed the addendum within the solicitation system. Failure to acknowledge the addendum may cause the Submittal Package to be deemed non-responsive and not be considered for award.

4) **Additional Information/Questions** - Any communication or inquiries are to be made in writing to the attention of the Purchasing Representative identified in the Solicitation Package no later than **SEVEN (7) CALENDAR DAYS** prior to the solicitation due date. Oral answers given by anyone shall not be authoritative. Suppliers must submit their questions electronically through the online eProcurement system (Bonfire). The Town reserves the right to not answer questions received after the deadline for questions. Should a late question be deemed substantive by the Town the Town may issue an Addendum to answer the question and extend the due date and time for Solicitation Submittals.

5) **Additional Quantities -** For a period not exceeding twelve (12) months from the date of bid opening, the right is reserved to purchase additional equipment at the prices bid in this Invitation. If additional quantities are not acceptable, the bid sheet must be noted "Bid is for specified quantity only."

6) **Additional Terms** – When submitting your response do not attach any forms, proposals or documents which may contain terms and conditions of the Supplier. Inclusion of additional terms and conditions which may be on your company's standard forms, shall result in your response being declared non-responsive and rejected, as these changes will be considered a counteroffer to the Town's solicitation. Should a Supplier wish to propose terms & conditions different than those provided by the Town they must be listed as an Exception and included in the place provided to list Exceptions.

7) **Additional Quantities** - For a period not exceeding twelve (12) months from the date of bid opening, the right is reserved to purchase additional material at the prices bid in this Invitation. If additional quantities are not acceptable, the bid sheet must be noted "Bid is for specified quantity only."

8) **Alternatives/Approved Equal/Deviations** – Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. The reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternative offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with the alternative offer(s) may be cause for disqualification of the bid.

The TOWN , in its sole and absolute discretion, shall determine the acceptability of any alternative product or service and such determination shall be final and binding upon all bidders. When an item is marked "No Substitutions" alternates or equivalents will not be accepted. The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications set forth herein must be clearly indicated. Unless a deviation is identified the TOWN has right to detrimentally rely that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for any expenses incurred to acquire the specified items.

9) **Applicable Laws –** Suppliers are advised all Town Agreements and documentation applicable to the Solicitation Package and Submittal Package are subject in full or in part to all legal requirements provided for in applicable Town Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Fla. Stat. shall control as the basis for contractual obligations between the Supplier and the Town for any terms and conditions not specifically set forth within this Solicitation Package and/or resulting Agreement.

10) **As Specified -** A purchase order will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.

11) **Availability of Funds** – The obligations of the Town under this award are subject to and conditioned upon the availability of funds lawfully appropriated by the Town Council.

12) **Availability of the Platform –** All responses to this solicitation must be submitted electronically through the eProcurement Platform. Should there be any technical issues with the Platform (not user/Supplier issues) that prevents any Supplier from submitting a response within the two (2) hours immediately before the due time, the solicitation Platform provider (Bonfire) and affect all participating Suppliers. The Town shall verify the technical issue or unavailability of the Platform with Bonfire, the system provider. Technical issues localized to a single supplier will not be considered cause for an extension.

13) **Award –** Award may be made to the Supplier which offers the best value to the Town. The Town reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest. Award will be made to the lowest responsive and responsible bidder. Bids shall remain open for 90 days. If a contract is awarded, the Town will provide the successful bidder a Notice of Award within 90 days after the day of the Bid Opening.

The Town of Palm Beach reserves the right to award on an "All-or-None" basis to one bidder or to award on a "Lot-by-Lot" or "Item-by-Item" basis whenever it is in the best interest of and/or most advantageous to the Town of Palm Beach, when applicable.

14) **Basis for Bidding –** The total bid price shall be based on quantities, unit prices and/or lump sum(s) according to the Pricing Sheet(s) provided. Any quantities shown in the Pricing Sheet(s) are estimates for the purpose of arriving at a total price for comparison of Solicitation Responses. Prices submitted by Suppliers will be firm for **NINETY (90) CALENDAR DAYS** after the solicitation due date, unless stated differently elsewhere in the Solicitation Package.

15) **Bid Evaluation -** Bids received shall be evaluated by the Town for compliance with Solicitation Package requirements. The Town reserves the right to accept or to reject any or all bids and to make the award to that bidder, who in the sole and absolute discretion of the Town will be in the best interest of and/or the most advantageous to the Town. The Town also reserves the right to reject the bid of any vendor who has previously failed to properly perform, does not demonstrate the required minimum resources and/or experience described, or has failed to timely deliver on contracts of a similar nature. The Town reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The Town of Palm Beach reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

16) **Bid Form** - All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

17) **Bid Tabulation** - Bidders desiring a copy of the bid tabulation of the Invitation to Bid may obtain them by going to the Town's website at www.townofpalmbeach.com, (click "Doing Business" click "Sealed Bids/Requests for Proposals" and follow the instructions).

18) **Binding on Successors and Assigns -** This Contract shall inure to and be binding on the heirs, representatives, successors and assigns of the Town and the Contractor, although Contractor may not assign this Contract or any right hereunder (except to the extent of any payments earned for purposes of collateral assignment to lenders) without the prior written consent of the Town. Contractor acknowledges that the Town has entered into this Agreement with the Contractor after an extensive competitive bidding process and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the Town may withhold the consent to assignment referred to in this subsection for any reason the Town deems appropriate in its sole and unfettered discretion.

19) **Cancellation of Solicitation** – The Town reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the Town. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes**.**

20) **Clarifications -** The Purchasing Division will receive written requests for clarification concerning the meaning or interpretations of the Solicitation until ten (10) days prior to the submittal deadline. Inquiries must be directed to the Town's Purchasing Division, through the E-Bidding Platform, Bonfire. Town personnel are authorized only to direct the attention of prospective Bidders to various portions of the solicitation so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this solicitation or provide information regarding the requirements of the solicitation beyond what is contained in the written solicitation document.

During the solicitation process, related contact with Town Staff by a Vendor or its agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that Applicant Firm. The Applicant Firm may only contact the Purchasing Division for the clarification of the selection process and regarding any aspects of the projects to be used for the presentation as set forth above.

21) **Code of Ethics -** If any Bidder violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Bidder may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for additional information regarding the Palm Beach County Commission on Ethics may be found at: **http://www.palmbeachcountyethics.com/ordinances-codes.htm**.

22) **Compliance with Occupational Safety and Health -** Bidder certifies that all material, equipment, etc., contained in his/her bid meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

23) **Cone of Silence –** The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

a. Any person or person's representative seeking an award from such competitive solicitation; and

b. Any Town Council Member or Town Council staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the issuance of the Invitation To Bid. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is either rejected by the Town or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the town council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, town council member, mayor, advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the town council or town department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process. For further information refer to http://www.palmbeachcountyethics.com/ordinances-codes.htm - Palm Beach County Registration Ordinance – Effective April 2, 2012.

24) **Conflict of Interest -** The award of this solicitation is subject to Chapter 112, Florida Statutes. All Suppliers must disclose with their response the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Suppliers must disclose the name of any Town of Palm Beach employee who owns, directly or indirectly, an interest of five (5) percent or more of the Suppliers company or any of its branches.

25) **Conflicts within the Solicitation –** Where there appears to be a conflict between information provided in the Solicitation Package the order of precedence shall be the last addendum issued, the Pricing Sheet(s), the Scope of Work/Specifications, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms and Conditions.

26) **Contents of the Solicitation Package and Suppliers Responsibilities –** It is the responsibility of the Supplier to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Supplier will not be accepted as a basis for varying the requirements of the Solicitation Package or any resulting Contract.

27) **Contractual Agreement -** This ITB shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Bidder response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida. Any additional contract or agreement terms requested for consideration by the Bidder must be attached and enclosed as part of the proposal.

28) **Contract Term -** Requirements listed in the Solicitation Package in the Towns eProcurement platform.

29) **Definition of Terms**

a. **Addendum:** An official change or revision to a Solicitation Package issued in writing by the Purchasing Division. An Addendum will be published through the Platform.
b. **Bid, Offer, or Response:** Shall refer to any submission in response to this Solicitation that if accepted would bind the Supplier to perform the resultant Contract.
c. **Commodity**: A marketable item produced to fulfill a need or want, and references both goods and services. More specifically the product or service requested in this solicitation.
d. **Contract:** The Agreement to provide the Commodity(s) set forth in this solicitation.

i. **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated into the agreement and a Town purchase order.
ii. **Performance of Services –** The contract will be comprised of the Agreement between the Town and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement. A notice to proceed may also be included.

e. **Contractor:** The vendor to whom Contract award has been made. Used when conditions or responsibilities apply only to the awarded Contractor.
f. **Town:** Shall refer to Town of Palm Beach, Florida.

g. **Formal Award:** Is defined as the Town Council's approval of the solicitation award, or lacking Town Council approval, issuance of a Notice of Award document or the issuance of a Purchase Order to the awarded Supplier.
h. **In Writing** - Writing is any mode of representing or reproducing words in a visible form. To include electronic and technological methods for the representation of words.
i. **Invitation to Bid (ITB):** Shall mean the Online Solicitation, including any Addenda, published through the Town's Platform used to communicate Town requirements to prospective Suppliers and to solicit Responses from them.
j. **Language:** The Town has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the Town. A deviation is material if, in the Town's sole and absolute discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
k. **Owner:** Shall mean the Town of Palm Beach, Florida.
l. **Platform:** The Town's Internet based online solicitation system (e-Bid/RF*x*) is identified as and located at www.gobonfire.com (Provider). The Platform is utilized by the Town and the Suppliers to: 1) Allow Suppliers to register and manage their company records, 2) Town posts and issues Town Solicitation Packages for Suppliers from inception to award of a Solicitation, 3) Allows Suppliers to submit a response online, electronically, through the Platform, 4) Allows Suppliers to view all public record documents related to an Online Solicitation. May also be referred to as e-Bid/RF*x* System, or System.
m. **Pricing Sheet:** The area within the Platform that Suppliers will provide their pricing response for the Solicitation. Also known as Schedule of Bid Items.
n. **Purchase Order:** The Town's document to a Supplier formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. For formal solicitations the Purchase Order will incorporate the Terms & Conditions of the solicitation.
o. **Responsible:** Refers to a Supplier that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
p. **Responsive:** Refers to a Suppliers Submittal Package or response when the Submittal Package conforms to the instructions and format specified in the Solicitation Package.
q. **Supplier**: A general reference to any entity responding to this solicitation and must be the party entering into the Contract with the Town; also includes Supplier, contractor, company, respondent, vendor, etc.
r. **System:** See *Platform.*
s. **Solicitation**: See *Solicitation Package.*
t. **Solicitation Package:** Will mean the group or collection of documentation that constitutes the information detailing the solicitation requirements that requests responses, bids, offers, or submittals from eligible Suppliers. The information may be in the form of electronic documents, files and information contained within data fields in the Platform. Solicitations may be in the form of a Request for Quote, Invitation to Bid, Request for Proposal, Request for Qualifications or Invitation to Negotiate. Also referred to as a Solicitation.
u. **Submittal Package:** The Submittal Package is defined as a Suppliers submittal or response to all Solicitation Package Requirements as set forth in the Platform. All areas requiring a response must be completed by the Supplier, failure to do so may result in the Suppliers Submittal Package being deemed non-responsive and not considered for award. Also known as Solicitation Response, Bid, Offer, or Response.

30) **Delivery -** The awarded Contractor shall deliver parts ordered that are in stock within 24 hours (next business day) and deliver special order parts (not in stock) within 72 hours (3 business days). The awarded Contractor shall be able to provide free emergency delivery, as necessary, in less than one (1) hour during normal operating hours. The Town of Palm Beach requires that there be no minimum requirements on any order. It is estimated that about 10% of the parts ordered will require emergency (1 hour) or weekend delivery.

Deliveries shall be made Monday through Friday between the hours of 7:30 A.M. and 4:00 P.M. In addition, the awarded Contractor shall provide free weekend deliveries if so required. The Contractor shall promptly advise the Town of Palm Beach of any delay or anticipated delay in delivery or performance. The awarded Contractor shall furnish an itemized delivery ticket for every delivery made to the Town. The ticket shall include the date and purchase order number.

NOTE: If the awarded Contractor is unable to deliver an order within the required time frames, the Town of Palm Beach reserves the right to purchase that order from an alternate supplier. Continual failure to deliver product(s) within the required timeframe(s) shall result in termination of the contract.

31) **Deletion or Modification of Goods -** The Town reserves the right to add or delete any portion of this Contract at any time with or without cause, and if such right is exercised by the Town, the total fee shall be increased or reduced in the same ratio as the estimated cost of the goods based on the unit prices set forth on the Bid Proposal Page.

32) **Discount -** Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

33) **Disputes -** In case of any confusion or differences of opinion as to the items to be furnished hereunder, the decision of the Town of Palm Beach Purchasing Manager shall be final and binding on both parties.

34) **Disqualification of Bidders -** Bidders may be disqualified for any of the following reasons:

a) Interest by the same person in more than one bid.
b) Collusion among or between bidders.
c) Unbalanced bids; that is, bids in which the prices bid for some items are out of all proportions to those bid for others.
d) Lack of responsibility on the part of bidders (for example, no bidder would be considered responsible who has failed to carry out any contract in which the Town has been directly or indirectly concerned).
e) Lack of experience or capital, on the part of bidders. Evidence of experience, ability, and financial standing, as well as a statement regarding plant and machinery available may be required of any or all bidders. Failure of the contractor to possess a business tax receipt which will allow the contractor to obtain the required permits or have the ability to obtain a Town of Palm Beach business tax receipt within 14 calendar days to perform the work specified.
f) Submission of a non-responsive bid.

35) **Drug Free Workplace -** Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process

36) **E-Verify** - The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

37) **EEO Statement –** The Town is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability

38) **Eligibility –** It is the policy of the Town to encourage full and open competition among all available qualified Suppliers. All Suppliers who regularly provide the type of goods specified in the solicitation are encouraged to submit responses. Eligibility requirements for contract award are as follows:

a. Have NO delinquent indebtedness to the Town of Palm Beach or other federal, state, or municipal agencies;
b. Shall be regularly and consistently engaged in providing goods the same or similar to those being solicited;
c. Be able to comply with the required or proposed delivery or performance schedule;
d. Have a satisfactory record of performance. Suppliers who are or have been deficient in current or recent contract performance shall be presumed to be incapable ofsatsifying this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
e. A Supplier's unsatisfactory performance on an existing contract with the Town at the time responses to this solicitation are received may constitute sufficient justification to deem the subject Supplier non-responsible and ineligible for award of this solicitation. Previous award of work does not guarantee future award(s). The Suppliers must perform satisfactorily and professionally on all Town contracts;
f. Have a satisfactory record of integrity and business ethics;
g. Not have any previous investigations where the Supplier was found at fault and penalized; or current investigations where disposition is pending by the regulatory agency responsible; and
h. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

39) **Electronic Posting of Solicitation Package.** The Town's **ONLY** official outlet for publication and posting of Town of Palm Beach solicitations is on the Bonfire Platform. The Platform is the only place the Town will post solicitation information, addendums, question & answer and contract related information. The Town will not honor or verify information redistributed or reposted by other entities on other Internet sites. Suppliers relying on such 'second hand' information will do so at their own risk and is of no consequence to the Town.

40) **Electronic Submission of Responses –** All references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within the Town's Platform. The Supplier agrees that the action of electronically submitting its response constitutes:

a. an electronic signature on the response, generally,
b. an electronic signature on any form or section specifically calling for a signature, and
c. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
d. an affirmative acknowledgement that any employee submitting the response under the Suppliers account has been authorized to submit such a response.

41) **Entire Agreement -** This Contract contains the final, complete, and exclusive expression of the understanding between the Town and Supplier with respect to the obligations created under this solicitation and these terms supersede any prior or contemporaneous stipulations, agreements, understandings, or representations, oral or written by either of party. A waiver or modification of any provision of this Contract is valid only if such waiver or modification is in writing and signed by each party. The Town and the awarded company each represent and warrant to the other, that the individuals executing the Contract have full power, authority and legal right to execute and deliver, bind, and to perform and observe the provisions of this Contract.

42) **Execution of Contract –** The Supplier to whom the Town intends to award a Contract will be required to execute a Contract document within **ten (10) days** from the date of the Notice of Recommendation for Award, and deliver such executed instruments as instructed to the Town of Palm Beach Purchasing Division. The Town expects the Supplier to execute all Contracts by electronic signature through a system provided by the Town.

43) **Familiarity with Laws and Regulations -** The bidder acknowledges and represents to the Town that bidder is familiar, can comply with, and will exercise reasonable care to see that all Federal, State, County, and Municipal laws and ordinances are observed, by the bidder direct or indirect employees, agents, subcontractors, suppliers and material men.

44) **Federal and State Tax -** Town is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the Town shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

45) **File Uploads –** All electronic files uploaded must be in a common format accessible by software programs the Town uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the Town must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the Town to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The Town may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

46) **F.O.B. Point -** The F.O.B. shall be Destination to Town of Palm Beach Public Works Department, 951 Okeechobee Road, Palm Beach, FL 33401. Pricing shall include delivery and installation. No additional charges for delivery shall be allowed.

47) **General Information -** These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time. It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The Town shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted. The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened. All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. For information concerning this bid, please contact:

Town of Palm Beach
Purchasing Department
951 Okeechobee Road, Suite "D"
West Palm Beach, FL 33401
(561) 838-5406

48) **Governing Law/Jurisdiction** – This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

49) **Indemnification** - The Contractor recognizes that it is an independent contractor and not an agent or servant of the Town. To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify, and hold the Town of Palm Beach, its officers, agents, and employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, and/or other expenses and/or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust, and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false, or fraudulent. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, and hold harmless the Town or its officers, employees, agents, and instrumentalities as herein provided. Notwithstanding the foregoing, if the joint, concurring, comparative or contributory fault or negligence of the Parties gives

rise to the losses for which the Town is entitled to indemnification under this Article 8, then any losses shall be allocated between the Parties in proportion to their respective degrees of fault or negligence contributing for such losses. Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by solely by the negligent act(s) or omission(s) by the Town, or by the Town's officers, agents, and employees.

Contractor acknowledges and agrees that Town would not enter into this Agreement without this indemnification of Town by Contractor and that such indemnification constitutes a material inducement for the Town's entering into this Agreement and shall additionally constitute good and sufficient consideration for this indemnification. This Article shall survive the expiration or earlier termination of this Agreement. Nothing in this Contract shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth at Section 768.28, Fla. Stat.

50) **Invoices -** The Contractor may submit invoices at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than on a monthly basis. Each invoice shall designate the nature of work performed and be accompanied by records fully detailing the amounts stated on the invoice. Invoice payment shall be subject to the satisfactory completion and acceptance of the work following verification by Town personnel. Invoices shall be paid by the Town within thirty (30) days of receipt of the invoice, except for items questioned. The Town shall notify the Contractor of any items questioned. The Contractor shall prepare verification data for the amount claimed and cooperate with the Town during such investigation of any areas in the invoice subject to question. The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices in order to minimize issuing printed checks with the goal of a greener footprint.

51) **Late Submittal Packages –** Submittal Packages received in hard copy format or delivery by other electronic means made after the established due date and time will be deemed late and non-responsive. Late Submittal Packages will not be considered for award. Late Submittal Packages received and in the possession of the Town will remain the property of the Town and will not be returned to the Supplier. The Platform will not allow Suppliers to submit a Submittal Package after the established due date and time has passed.

52) **Licenses and Permits -** When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the Town, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable Town business taxes.

53) **Legal Requirements -** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way release the bidder from responsibility.

a) Vendors doing business with the Town are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, age, or non-disqualifying physical or mental disability regarding, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with Town purchasing procedures pertaining to tie bids.

c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. (2020) for CATEGORY TWO (Currently $25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

54) **Material Safety Data Sheets -** Pursuant to Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

a) The identity used on the chemical product's label.
b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
f) The primary route(s) of entry.
g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
i) Any general applicable precautions for safe handling and use that are known.
j) Any general applicable control measures, which are known.
k) Emergency and first aid procedures.
l) The date of MSDS preparation or last change to it.
m) The name, address and telephone number of the chemical Manufacturer or importer.

55) **Method of Ordering -** An annual Blanket Purchase Order may be issued for these services. Invoices shall be submitted monthly after completion of services specified in this Contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable P.O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to:Invoices@TownofPalmBeach.com (Preferred Method).

56) **Mistakes In Submittal Package**

a. Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
b. Unit prices shall prevail in the event of an error in the Supplier's Submittal Package.
c. Minor Informalities - Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other responding suppliers. Material substance is defined as any portion of a Supplier's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, or contractual conditions and shall not be considered a minor informality.

57) **No Bid -** Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

58) **Non- Collusion -** Bidder certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

59) **Offer Phase –** Within the Platform the Offer Phase is the time period that Suppliers can submit a response to the solicitation. The Offer Phase has a beginning date and time and an ending date and time. The ending date and time of the Offer Phase is the deadline for all responses to the solicitation (a/k/a bids). The Platform will not allow Suppliers to submit responses after the Offer Phase has closed.

60) **Packing Slips:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to

provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

61) **Palm Beach County Inspector General -** The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

62) **Payments -** Payment will be made by the Town after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Terms of payment are net 30 days after services have been completed and accepted. Invoice must reflect purchase order number.

The Town of Palm Beach shall pay invoices via either direct payments (ACH) or purchasing card es with the goal of achieving a greener footprint.

Suppliers shall email their invoice(s) to following email address: Invoices@TownofPalmBeach.com

63) **Performance -** The Town shall not pay for work that fails to meet the Town's standards as set forth is this Bid and as determined by the Contract Coordinator.

64) **Pre-Solicitation Conference –** If a pre-solicitation conference/site visit (meeting) is specified on the information page of the Solicitation Package it will also indicate whether attendance is mandatory or optional. The Town reserves the right to change the attendance requirement through the issuance of an Addenda if it is found to be in the best interest.

a. Mandatory - If attendance is Mandatory, Suppliers interested in submitting a Response MUST attend the meeting and MUST sign the Attendee Sign-in Sheet under the same name as the Submittal Response will be submitted under.
b. Non-Mandatory - If the meeting is optional, attendance by Suppliers interested in submitting a Response is not required. However, Suppliers are responsible for familiarizing themselves with the project and the site conditions if applicable. An optional meeting does not excuse the Suppliers from visiting the site if it is necessary to become familiar with the project and the conditions.

65) **Price/Delivery -** Price quoted must be the price for new merchandise that is free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically provided for in the bid specifications. "Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as Town, after the Purchasing Agent or his designee has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the Town. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the Town reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

66) **Price Quoted -** Bidder warrants by virtue of bidding that prices shall remain fixed and firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

67) **Pricing** - The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination, unless otherwise stated in the contract.

68) **Protests –** Please see the Town of Palm Beach Purchasing Manual.

Stay of Procurement during Protest: Purchases which are the subject of a timely protest may be stayed until a final decision by the Town Manager regarding such Protest has been made. The Purchasing Manager shall not proceed further with the Invitation to Bid, RFP, or other purchasing solicitation or award which is the subject of the protest until all administrative remedies have been exhausted and a final decision of the Town Manager has been rendered, unless a determination is made that the continuation of the award process is in the best interest of the Town. In this case, the Town Manager must make a written determination that the execution of a contract without delay is necessary to protect substantial interests of the Town.

Filing Fees: In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a bond, cashier's check, or money order for an amount equal to ten percent (10%) of the total estimated contract value, but in no case less than $10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. If the protest is not upheld, the filing fee shall be drawn upon to offset any costs incurred by the Town related to the subject protest.

69) **Public Entity Crimes –** Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) for the lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

70) **Public Records Law –** The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all responses to this solicitation including FSS 119.071(1)(b). FSS 119.071(1)(b) – General exemptions from inspection or copying public records. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier. If an agency rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) concerning the reissued invitation to bid or request for proposals or until the agency withdraws the reissued invitation to bid or request for proposals. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2011, unless reviewed and saved from repeal through reenactment by the Legislature. The Town shall disclose information in accordance with the applicable public records law.

A copy of Section 119.0701, Florida Statutes, has been provided to the contractor (attached).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town Clerk, or designee
Phone 561-838-5416
Email records@townofpalmbeach.com

71) **Quantities –** The Town reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The Town may choose to increase or decrease quantities stated in the documents depending on the circumstances. The Town is not obligated to place any order for a given amount subsequent to the award of this Solicitation. The Town may use any stated estimated quantities in the award evaluation

process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental, or non-profit entities utilizing this contract. In no event shall the Town be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

72) **Questions and Answers** – All answers to questions of substance will be publicly published within the Platform. Suppliers are required to review all questions and answers within the solicitation. Questions and answers are as authoritative as any information issued in a formalized addendum and incorporated into the Solicitation or any Contract resulting from this Solicitation.

73) **Responsibility of Supplier to Inform Himself as to All Conditions Relating to Project -** The respondent, by and through the submission of its Response, agrees that it will be held responsible for having examined the site if applicable to this Solicitation.

74) **Responsiveness (Solicitation Responses)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected. An effective solicitation response will be submitted formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The Submittal Package must demonstrate to the Town that the respondent is highly qualified with regard to each requirement in the solicitation.

75) **Restricted Areas During Official Dignitary Visits, Emergencies, and Weather Events -** The Town of Palm Beach may become a restricted area during official Dignitary visits, emergencies, and/or significant weather events. Contractor and workers may be asked to show Town issued ID during this period. The Contractor and workers assigned to this project will be required to come to the Police Department prior to the start of the contract to have their fingerprints taken at no charge to contractor. If the fingerprint background check returns with no warrants or felonies, the contractor and workers will be given a picture ID for access to Palm Beach Island during this period. This process takes up to three (3) business days and needs to be planned for accordingly.

76) **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the Town of Palm Beach.

a) The Town of Palm Beach is not required to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the Town's sole and absolute judgment will best serve the needs and interests of the Town of Palm Beach.
b) If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Supplier having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the Town as available to fund the work under the contract; the contract may be awarded to that Supplier.
c) If such lowest Cost exceeds the funds budgeted for the work, the Town may reject all Responses or may award the contract to the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Response, as will produce a net amount which is within the available funding.

77) **Safety Regulations -** Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

78) **Scrutinized Companies** - By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that

the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

79) **Sealed Responses –** The Platform uses an 'electronic lock box' system for the receipt and protection of all Bidder responses. Only the Bidder can see that they have submitted a response and the information contained in that response. The Bidder may withdraw their submission and resubmit anytime until the due date and time, or the end of the Offer Phase. Once the Offer Phase has ended the Town will be able to view the submissions and begin the evaluation of all submission received.

80) **Selling, Transferring, or Assigning Contracts -** No contract awarded for this proposal shall be sold, transferred or assigned without the prior written approval of the Town, which may be withheld for any reason or no reason at the Town's sole and absolute discretion.

81) **Signature of Supplier** – See Electronic Submission of Responses.

82) **Solicitation Opening** – The method of the Solicitation Opening, public or non-public, will be stated on the within the Online Solicitation.

83) **State Registration Requirements** – Any corporation submitting a Submittal Package in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (http://www.dos.state.fl.us).

84) **Termination for Convenience –** The Town of Palm Beach may terminate under this contract in whole or in part (the "Work Terminated") if the Town determines that such termination is in the Town's best interest. The Town shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following, regardless of any delay in determining or adjusting any amounts due under this clause:

a) Stop work as specified in the notice.
b) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete any portion of this Contract not encompassed in the Work Terminated.
c) Terminate all subcontracts to the extent they relate to the Work Terminated. To the fullest extent practicable, cancel all outstanding purchase orders, contracts and delivery of materials, supplies and equipment related to the Work Terminated.
d) If requested by the Town in writing, assign to the Town, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under a subcontract. The Town shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph nor any assignment of subcontracts shall constitute the Town's assumption of Contractor's obligations under any such subcontract absent a written document executed by the Town and the subcontractor in which the Town expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the Town assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment.
e) With the approval of the Purchasing Agent, settle all outstanding liabilities and settlement proposals arising from the termination of subcontracts.
f) As directed by the Town, transfer title and deliver to the Town (a) the fabricated or un-fabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the Work Terminated, and (b) the completed or partially completed plans, drawings, information, and other property that, if the Work Terminated had been completed, would be required to be furnished to the Town.
g) Complete performance of the work not terminated.

h) Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Town has or may acquire an interest.

1) The Early Termination Claim shall be strictly limited to payment for those portions of the Work, including Contractor's reasonable profit therefore, properly performed prior to the Town's Termination for Convenience, and for work performed by Contractor under subparagraph B.8 above for protection and preservation of the property described therein. The Early Termination Claim shall not include, and Contractor shall not be entitled to claim or recover, Contractor's other direct or indirect costs, losses or damage of whatsoever nature by reason of the Early Termination including, without limitation:

a) Lost profit for Work not to performed by Contractor by reason of the Town's Termination for Convenience;
b) The cost of the Work not to performed by Contractor by reason of the Town's Termination for Convenience;
c) Contractor's demobilization costs.
d) Home office overhead;
e) Effect on other contracts and subcontracts including without limitation, those with subcontractors, sub subcontractors, suppliers and material men of any tier or any claims by them arising out of or relating to the impact of the Termination for Convenience on their contracted relations;
f) Lost opportunities or other actual/prospective contracts;
g) Lower or lost productivity;
h) Costs or damages claimed by subcontractors, sub subcontractors, material men, or suppliers of any tier arising or in any way related to their respective contracts with the Contractor or one another, or arising or related in any manner to the Termination for Convenience.

The Town's Termination for Convenience shall be without waiver or prejudice to, all of the Town's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Town may have against Contractor, or Contractor's subcontractors, material men and suppliers of any tier, or any other person or entity at the time of Early Termination, or arising thereafter. Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, an Early Termination by the Town.

2) No later than 60 says following termination, the Contractor shall submit an Early Termination Claim to the Town, unless such time for submittal has been extended in writing by the Town. If the Contractor fails to timely submit the Early Termination Claim the Town may determine, based upon the information available, the amount due the Contractor because of the Early Termination and shall pay such amount, if any.

3) Subject to above, the Contractor and the Town may agree upon the whole or any part of the amount that may be due because of the Early Termination. However, this amount may not exceed the total price as reduced by the amount of payments previously made and the contract price of work not terminated. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

4) If the Contractor and the Town fail to agree on the payment because of Early Termination of work, the Town shall pay the Contractor the amounts, if any, determined by the Town to be due the Contractor as a result of the terminated work.

5) If the termination is partial, the Contractor may file a proposal with the Town for an equitable adjustment of the price of the continued portion of the contract.

85) **Termination for Default** - The Town may terminate this Contract in the event:

a) Contractor fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;

b) Contractor fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;
c) Contractor fails to complete the Work within the time specified in this Contract;
d) Contractor fails to deliver the supplies or perform the services required of the Contractor under this Contract within the time specified in this Contract;
e) Contractor fails or refuses to provide sufficient properly skilled workmen or tradesmen;
f) Contractor refused or fails to supply materials, equipment or services meeting the requirements of this Contract;
g) Contractor fails to make payments for materials, labor or services to subcontractors, sub subcontractors, suppliers or material men of any tier in accordance with such agreements that may exist among them;
h) Contractor violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
i) Contractor materially breaches any of the provisions of this Contract.

When any single or combination of the above causes exist such cause(s) have not been cured after seven (7) days written demand by the Town, the Town may, with full reservation of, and without prejudice to any other right or remedy the Town may have, upon giving Contractor and the surety five (5) days written notice, terminate the Contract. Thereupon the Town shall immediately be entitled to possession of the worksite and all supplies, materials, equipment thereon and to finish the Work by reasonable means the Town shall decide in its discretion. No payments shall be due the Contractor until the Work is fully and finally completed. Contractor and Contractor's surety shall be charged with all costs and expenses of completing the Work (the "Cost to Complete") including without limitation: costs of repairing, replacing or re-mediating improperly performed work; completing portions of the Work left undone on the Contractor's termination; architectural, engineering and other professional fees and costs incurred as a result of Contractor's termination and in connection with completing the Work; liquidated damages at the rate specified herein until Completion is achieved; any other loss, claim or damage incurred by the Town by reason of Contractor's default. If the unpaid portion of the Contractor's Bid (the "Unpaid Bid Amount") is greater than the Cost to Complete, the Cost to complete shall be subtracted from the Unpaid Bid Amount and the difference shall be paid to Contractor within sixty (60) days from completion of the Work. If the Cost to Complete exceeds the Unpaid Bid Amount, the Unpaid Bid Amount shall be subtracted from the cost to complete and Contractor shall be indebted to and shall pay to the Town that difference. The rights and remedies reserved to the Town in this paragraph are without waiver of and are in addition to any other rights and remedies provided by law or under this Contract to the Town.

86) **Town Contract Coordinator -** The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract. The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator. The Contract Coordinator principal duties shall be:

a) Liaison with Contractor.
b) Coordinate and approve all work under the contract.
c) Resolve any disputes.
d) Assures consistency and quality of Contractor's performance.
e) Schedule and conduct Contractor performance evaluations and document findings.
f) Review and approve for payment all invoices for work performed or items delivered.

87) **Town is Tax Exempt** - The Town is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The Town will provide a tax exemption certificate upon request. Contractors doing business with the Town are <u>not</u> exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any contractor be authorized to use any of the Town's Tax Exemptions in securing such materials.

88) **Uniform Commercial Code -** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

89) **Vendor Service Representative - The** bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

90) **Warranty -** The Contractor shall provide, at the time of delivery, a warranty for any and all goods against defective material, workmanship, and failure to perform in accordance with required performance criteria, for a period of no less than one (1) year from the date of delivery. This is a minimum standard; if the standard warranty period is greater than one (1) year, the entire warranty period will be honored. The Contractor agrees that all parts of the goods found defective shall be replaced without any cost or expense to the Town including all labor, materials and costs of transportation. In addition, the Contractor agrees that if said repair of defective goods will exceed ten (10) working days, the Contractor shall supply loaner goods, upon written request of the Town, in a timely and prompt fashion, at no cost or expense to the Town.

91) **Withdrawal of Response** - Any response to this solicitation may be withdrawn prior to the due date and time (Offer Phase Ending) specified in the solicitation package or as revised by an addenda. Following the ending of the Offer Phase no response may be withdrawn by a Supplier.

Piggyback Agreement for Bid ITB No. 2024-35

Blue Line Innovations, LLC

Blue Line Innovations agrees to allow any Florida municipalities to piggyback from this contract. Prices and terms shall remain firm and in effect for the bid year or years as specified in the bid procurement and information documents.

X

Cathie Nash
President

RESOLUTION NO. 144-2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING ITB NO. 2024-35, POLICE DEPARTMENT UNIFORMS TO BLUE LINE INNOVATIONS IN THE ANNUAL AMOUNT OF $60,000 AND ESTABLISHING A FIVE-YEAR AWARD IN THE AMOUNT OF $300,000 BASED ON SATISFACTORY PERFORMANCE, MUTUAL AGREEMENT AND BUDGET AUTHORIZATION

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 144-2024, awarding ITB No. 2024-35, Police Department Uniforms to Blue Line Innovations in the annual amount of $60,000 and establishing a five-year award in the amount of $300,000 based on satisfactory performance, mutual agreement and budget authorization.

Section 2. The Town Manager is hereby authorized to execute the Purchase Orders on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this *12th* day of *November,* 2024

Danielle H. Moore, Mayor	Bobbie D. Lindsay, Town Council President
	Lewis S.W. Crampton, Council President Pro Tem
ATTEST:	Julie Araskog, Town Council Member
	Edward A. Cooney, Town Council Member
Kelly Churney, Acting Town Clerk	Bridget Moran, Town Council Member

SPECIFICATIONS

PURPOSE OF SOLICITATION

The sole purpose and intent of this Invitation for Bid (Bid) is to secure a full-service BIDDER who can supply professional look garments, accessories, shoes and has a full-time seamstress on staff to provide sizing, alterations, and embroidery.

Part 1: General

The BIDDER shall provide all necessary labor, management, supervision and any materials and equipment necessary to provide uniforms for the Palm Beach Police Department to the Town of Palm Beach.

- The Town's preference is to pick up orders from the vendor, to be located within twenty-five (25) miles distance of the Town's Police Department. When delivery is necessary, the F.O.B. point shall be Destination to the Police Department's address, 345 S. County Road, Palm Beach, Florida, 33480. No shipping or handling charges shall be paid by the Town. Exact delivery points will be indicated on the blanket purchase order.
- Pricing shall include all fees (set up, screening, etc.).
- The Town's Police Department will supply the vendor with patches for specific garments. Patches will be sewn through one garment thickness only and will be sewn level and centered in the appropriate location designated by the Police Department. The successful vendor may choose to embroider the patch design onto the garment. All uniform pricing shall include the application of the patches or embroidery as directed by the Police 0.
- The Town's Police Department will provide artwork to the awarded vendor.
- Technical specifications for core uniform items will be provided upon request, to include detailed descriptions of each uniform garment requested and the quality and style of uniforms desired by the Town. No deviations from these specifications shall be allowed. Samples of these items may be requested to ensure quality and color correctness, and the BIDDER shall supply requested samples at no charge to the Town. If requested, the samples shall be returned at no cost to the Town.
- When garment brand and model are specified, if the garment offered by the BIDDER is not of this brand and model, cut sheets or specification sheets shall be provided. The cut or specification sheets shall prove that all principal characteristics of the garments have been met. All garments shall meet or exceed these characteristics, to be defined by technical specifications that will be provided for reference. Samples of these items may be requested by the Town to ensure quality and color correctness. The BIDDER shall supply any requested samples at no charge to the Town, and if requested, the samples shall be returned to the BIDDER at no cost to the Town.
- The Town may decide to purchase other uniform garments and accessories, or select other colors, in addition to the technical specifications to be provided. For these items, the Town may choose to purchase items not included in the core uniform items, but contained in the BIDDER's catalog, availability list, on their website at catalog prices, or their dynamic (live) catalog, less the fixed discount percentage as listed on the Price Proposal Pages for that manufacturer. The BIDDER's catalog shall be the same manufacturer as the core uniform items manufacturer.
- A specification sheet for placement of emblems and embroidery will be provided upon request.

- The BIDDER shall not hold placing an order with their supplier to avoid additional charges to them for not meeting a minimum order or be held for additional items to be ordered. For example: if 5 pants and 5 shirts are ordered but all are not in stock with the BIDDER, the order is not to be held by the BIDDER until more items are ordered to meet a minimum order by their supplier.

Part 2. Services to be Provided

1. Uniform measurements: It shall be the responsibility of the BIDDER to supply services to measure individual employees to insure proper fit of all garments. All employees requiring uniforms shall be measured by the vendor to ensure that the correct sizes are provided. The vendor shall maintain a record of sizes for all uniform users and new replacement uniforms shall be furnished in the correct size. The Town requires that uniform measurements be taken at the awarded vendor's store (vendor location), to be located within twenty-five (25) miles radius of the Palm Beach Police Department (345 S. County Rd. Palm Beach, FL) to best meet transportation and timeliness concerns for employees of the Town of Palm Beach.

   The Town requires a full-service BIDDER who can supply professional look garments, accessories, shoes and has a full-time seamstress on staff to provide sizing, alterations, and embroidery.

   The BIDDER shall provide a full-service store with the following requirements:

   A. A store which is centrally located within a twenty-five (25) mile radius of the Town's Police Department's station located at 345 S. County Rd, Palm Beach, 33480.
   B. Hours of operation shall begin with a minimum of five (5) days per week and a minimum of eight (8) hours per day.
   C. The store must have the ability to be utilized for measuring employees for proper sizes, alterations/sizing, embroidering, applying patches, retrieval of items ordered, and/or exchange of items within 7 Days.
   D. The store must have a mutually agreed upon supply of items in stock that is necessary for normal operations and in the event of an emergency. Any reduction in supply shall be agreed upon, in writing, by the Town.

2. The BIDDER shall provide services for the fitting of new employees. The vendor shall schedule appointments for fitting within 48 hours of request. Add-on or size changes during the contract shall be delivered within fifteen (15) working days after measurements.

   The BIDDER shall be required to provide, at no additional charge, simple alterations/hemming. Simple alterations are defined as shortening length or adjusting the waste. Additional alterations are at a cost.

3. Town logo patches will be applied by the vendor as specified by the Police Department.

4. The vendor shall have an established quality control process and shall provide, upon request, all forms and information detailing their quality control policies and procedures.
   NO IRREGULAR CUTS OR SECONDS WILL BE ACCEPTED BY THE TOWN.

5. There shall be no set up charges, no specialty delivery charges, no fuel surcharges, no environmental surcharges, and no measuring charges.

6. The vendor shall provide a secure password-protected online store with capabilities of up to 140 employees to access and order specific items set forth in the bid. This computerized online store shall already be in existence and have been used successfully by the BIDDER at the time the proposal is submitted.

   At minimum, the computerized inventory system shall meet the following requirements:

   A. Maintain information on each Town Police Department employee who receives an item, including, but not limited to, assigned unit; size; type and quantity of items distributed, and date distributed.
   B. Track individual items including the date distributed, person distributed to, and the cost of the item.
   C. Generate quarterly reports for the Town that show individual and statistical information on usage, costs, billing, and payments.
   D. The BIDDER shall coordinate with the Town to develop an order form to be used by Town employees when requesting uniforms via online ordering.

7. The BIDDER shall have orders available for pickup within fifteen (15) days after the order has been placed. Exceptions to this requirement will include non-standard sizes and products on back order from the manufacturer.

8. The vendor shall have embroidery services located within a twenty-five (25) miles radius of the Town's Police Department.

Part 3. Estimated Quantities

During Fiscal Year FY24, the Town Police Department placed approximately 170 orders, with an average cost of $320.00 per order. The Town Police Department anticipates a similar quantity of orders over the next few years. The Town of Palm Beach reserves the right to increase or decrease the total quantities as necessary to actual requirements.

The Town of Palm Beach Police Department has approximately 77 Sworn Officers and 38 Civilian personnel that will be using the referenced uniform clothing and accessories contract throughout its term. Each Officer and Civilian personnel are to initially receive 4 sets of uniforms, and accessories are purchased as necessary. After the initial uniform issuance, items are purchased on an as-needed basis. The initial sets consist of shirts, pants, caps, jackets, and accessories. The BIDDER shall maintain a sufficient inventory of items to meet delivery requirements as stated herein.

The Town, from time to time, may choose to issue items not included in the core uniform items, but contained in the BIDDER's catalog, availability list, or on their website at catalog prices, less the fixed discount percentage as listed on the Price Proposal Pages for that manufacturer. The BIDDER'S catalog shall be the same manufacturer as the core uniform items manufacturer that the BIDDER bids on.

The BIDDER shall provide a percentage discount off MSRP for the following uniform and equipment manufacturers whose products are utilized by the Town Police Department:

Manufacturer	Discount from Published Price List
Blauer Manufacturing (Preferred Vendor)	___________%
Safariland / Bianchi	___________%
5.11 Tactical	___________%
Sport-Tek Apparel	___________%
Team365 Apparel	___________%
Port Authority Clothing	___________%
Denali Performance Apparel	___________%
Propper International	___________%
Perfect Fit USA	___________%
Rothco	___________%
Smith & Warren	___________%
V.H. Blackinton & Co.	___________%
Peerless Handcuff Company	___________%
Pelican Products	___________%
Blackhawk	___________%
ASP Armament Systems & Procedures	___________%
High Speed Gear	___________%
	___________%
	___________%

Part 4. Pricing

At all times, the pricing provided to the Town must reflect market prices, discounted from the manufacturer's catalog prices as specified in the bid submitted. The Contractor should grant Town representatives access to these catalogs and websites to verify prices at any time.

Part 5. Right to Audit Records

The Town may, at reasonable times and places, audit the books and records of any contractor or supplier who has submitted cost or pricing data to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modification for which cost, or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for five years from the date of the final payment under the contract.

The Town shall be entitled to audit the books and records of a contractor, subcontractor or supplier at any tier under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five years from the date of final payment.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: HR Department

ITEM #6: Revised and Restated Agreement - First Amendment Agent of Record–Property & Casualty and Risk Management Agreement – Piggyback (Amendment) – RSC Insurance Brokerage, Inc. (d/b/a The Gehring Group)

SUMMARY: RSC Insurance Brokerage, Inc. provides the Village with Insurance Broker Services for Property & Casualty Insurance & Risk Management.

In June 2023, staff recommended the Village piggyback the current City of North Port contract awarded to RSC, Inc. This selection by the City of North Port was completed th

RSC Insurance Brokerage, Inc. provides the Village with Insurance Broker Services for Property & Casualty Insurance and Risk Management. In June 2023, staff recommended that the Village piggyback on the existing City of North Port contract awarded to RSC, Inc., which was established through a competitive selection process under RFP No. 2023-27 for Insurance Broker Services.

The original agreement became effective on July 15, 2023, with an initial term of three years, expiring on July 15, 2026. However, it erroneously misstated the total duration of the North Port contract, which has been extended by the City of North Port through May 6, 2029.

Council approval is requested for the updated terms of the agreement. This amendment also includes a name change of the insurance broker from The Gehring Group, Inc. to RSC Insurance Brokerage, Inc.

FISCAL IMPACT:
Funding to support this service is available within the FY 2026 Budget - General Fund and Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:
1. 1st Amendment to Piggyback of Gehring Group contract-City of North Port
2. Original Proposed Agreement - Village of Palm Springs - RSCGG Piggyback Agreement - P&C - FULLY EXECUTED
3. North Port - P andC Contract Extension and Price Increase - FULLY EXECUTED

FIRST AMENDMENT TO AGREEMENT FOR INSURANCE BROKER SERVICES
(Property & Casualty Insurance and Risk Management Consulting)

THIS FIRST AMENDMENT TO THE AGREEMENT FOR INSURANCE BROKER SERVICES (“Amendment”) is made as of ______________________, 2026, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation (“VILLAGE”), and RSC Insurance Brokerage, Inc., 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410, a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, on July 12, 2023, the VILLAGE Council approved entering the Agreement for Insurance Broker Services for Property & Casualty Insurance and Risk Management Consulting with the CONTRACTOR (“Agreement”) by piggy-backing the City of North Port’s competitively awarded contract with the CONTRACTOR (North Port Contract); and

WHEREAS, the North Port Contract provided for an initial term of three (3) years with an option to extend/renew for three (3) additional one (1) year terms by mutual consent for a maximum of six (6) years; and,

WHEREAS, the Agreement had an effective date of July 15, 2023 (with an initial term of three (3) years until July 15, 2026), but inadvertently misstated the total term of the North Port Contract; and,

WHEREAS, the North Port Contract has been extended by the City of North Port and the CONTRACTOR through May 6, 2029; and,

WHEREAS, the VILLAGE finds that entering into this Amendment with the CONTRACTOR is in compliance with the VILLAGE’s Purchasing Code and serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Term. The term of the Agreement between the VILLAGE and the CONTRACTOR is hereby amended to be consistent with the North Port Contract and is extended to May 6, 2029 unless earlier terminated as authorized in the Agreement.

3. Compliance with Section 787.06. By signing this Amendment as set forth below, CONTRACTOR’s authorized representative attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. Entire Agreement. The parties agree that the Agreement (inclusive of the Jupiter Contract) and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. Execution. This Amendment may be executed in counterparts, each of which shall be an original, but all of each shall constitute one and the same document. The parties agree to accept the execution and delivery of this Amendment by electronic means (e.g., email, fax, etc.) and shall treat the same as an original.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this First Amendment to the Agreement for Broker Services (Property & Casualty Insurance and Risk Management Consulting) to be executed the day and year shown 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

CONTRACTOR: **RSC Insurance Brokerage, Inc.,**

By: ___________________________________

Print Name: ____________________________

Title: ___________________________________

[Corporate Seal, if required.]

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of __ physical presence or __online notarization on this ____ day of ______________, 2026, by ______________________ of **RSC Insurance Brokerage, Inc.,** a company authorized to do business in the State of Florida, who is personally known to me or who has produced_________________________ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **RSC Insurance Brokerage, Inc.,** to the same.

[Notary Seal] ___________________________________
Notary Signature

AGREEMENT FOR INSURANCE BROKER SERVICES

This Agreement for insurance broker services ("Agreement") is entered into this 12th day of July, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida ("VILLAGE"), and **RSC Insurance Brokerage, Inc.**, 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410 a corporation authorized to do business in the State of Florida ("CONTRACTOR").

RECITALS

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

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

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

WHEREAS, the VILLAGE desires to accept CONTRACTOR's scope of services by piggy-backing the North Port RFP, including all terms and conditions therein..

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. North Port RFP. The North Port RFP and CONTRACTOR'S Response thereto are hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the City of North Port under the North Port RFP and all associated and applicable RFP Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the North Port RFP, the CONTRACTOR shall provide insurance broker services as requested by the VILLAGE.

4. RFP Documents and Conflict of Terms and Conditions. The RFP Documents for this Agreement are comprised of the following:

   (a) All written modifications and amendments hereto;

(b) This Agreement;
(c) City of North Port RFP #2023-27 and CONTRACTOR's response thereto (including all attachments, and exhibits, thereto).

The RFP Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the RFP Documents of this Agreement, the RFP Documents of this Agreement shall take precedence in the following order:

(a) All written modifications and amendments hereto;
(b) This Agreement;
(c) City of North Port RFP #2023-27 and CONTRACTOR's response thereto.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth in the table below. . CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

Year 1	$38,000
Year 2	$38,000
Year 3	$38,000
Year 4	$39,520
Year 5	$39,520

6. Miscellaneous Provisions.

6.1 The VILLAGE and CONTRACTOR each bind itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the RFP Documents.

6.2 CONTRACTOR shall maintain the insurance as required in North Port RFP applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

6.10 Effective date, term, and renewal: Notwithstanding the date the Contract is approved by the Village Council or executed by the parties, the effective date of this contract shall be July 15, 2023. The term of this contract shall be for a term to mirror the North Port RFP term, consisting of an initial three (3) year term beginning July 16, 2023 and continuing through July 15, 2026, with a one-year renewal option that many be exercised by mutual consent of the parties, through July 15, 2027.

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

6.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

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

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

(a) Keep and maintain public records required by the VILLAGE to perform the service.

(b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

(d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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

9. Indemnity. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this

provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

11. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:

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

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

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

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

(f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: ______________________

Beverly Smith, Mayor

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

ATTEST:
BY: ______________________
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: ______________________
Glen J. Torcivia, Village Attorney

CONTRACTOR:
RSC Insurance Brokerage, Inc.

By: Kurt Gehring

Print Name:Kurt N. Gehring
Print Title:Managing Director

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10th day of July, 2023 by Kurt N. Gehring, as Managing Directorof **RSC Insurance Brokerage, Inc.**, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally Known as identification.

Notary Public

Valerie Jean Ensinger
Print Name: Valerie J. Ensinger
My commission expires: 3/21/25

NOTARY PUBLIC STATE OF FLORIDA
VALERIE JEAN ENSINGER
MY COMMISSION # HH103629
EXPIRES: March 21, 2025

CITY OF NORTH PORT
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 City Hall Boulevard, Ste 337
North Port, Florida 34286
Phone: (941) 429-7170
Fax: (941) 429-7173
purchasing@northportfl.gov

April 30, 2026

Rommi Mitchell
Gehring Group, A Risk Strategies Company, a division of RSC Insurance
3500 Kyoto Gardens Drive
Palm Beach, Florida 33410
Rommi.mitchell@gehringgroup.com

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

Dear Ms. Mitchell,

*RFP NO. 2023-27 PROPERTY AND CASUALTY INSURANCE BROKER SERVICES AND RISK MANAGEMENT CONSULTING **, EXPIRES** May 5, 2026.*

In accordance with the mutual extension provision contained within the original proposal, the City of North Port hereby exercises its option to extend this proposal for an additional three (3) year term, extending the contract period through May 6, 2029.

This extension shall be governed by the same terms, conditions, and specifications as set forth in your company's original submission, including a five percent (5%) annual escalation fee for years 4, 5 and 6.

This renewal is subject to the funding being approved in subsequent fiscal years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

To formalize this renewal, please execute this document with your handwritten signature in the space provided below and return via electronic mail at your earliest convenience. Your signed acknowledgment and acceptance is required to complete the renewal process, contingent upon mutual agreement of both parties.

Should you have any questions or require clarification regarding this contract renewal, please do not hesitate to contact the undersigned.

Respectfully,

M. Doherty

Contract Administrator II

CONTRACTOR ACCEPTANCE:

By signing below, I acknowledge receipt of this renewal notification and agree to the extension of RFP No. 2023-27 under the terms and conditions specified above.

Signature (Binding Authority): Kurt Gehring **Date:** May 1, 2026

Print Name: Kurt N. Gehring

Title: Managing Director, RSC Insurance Brokerage, Inc.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: Parks & Recreation

ITEM #7: Approve Work Authorization No. 3 for Task Order No. 381

SUMMARY: Staff requests approval of a work authorization for professional design services to advance the Community Gathering Zone portion of the Village Commons Park capital improvement project. This phase will move the project from approved schematic design into design development and construction-ready documents. Future work authorizations will address the Event Zone and construction. The Community Gathering Zone concept was developed and approved under Task Order #02. This work authorization advances the design and prepares the project for permitting and future construction. Services are limited to the Community Gathering Zone under this work authorization.

The consultant will provide:

- Design Development: Refinement of approved schematic design into coordinated architectural, structural, MEP, and site design documents for review and preliminary pricing.
- Construction Documents: Preparation of 100% permit-ready plans and specifications.
- Landscape & Site Design: Finalization of park layout, circulation, landscaping, irrigation, lighting coordination, and integration of amenities (pavilion, playground, splash pad).
- Bidding/Permitting Support: Responses to contractor inquiries and permit review comments.
- Presentation Materials: Three (3) renderings of the final design.
- Design Management: Consultant coordination, cost estimating, and progress reporting.

The consultant will also coordinate with the project team, prepare cost estimates, and assist with permitting. The design phase is expected to take approximately 90 to 120 days.
Staff recommends that the Village Council approve Work Authorization No. 3 with Clear Span Structures, LLC in the amount of $206,100.00 for the final design of the Community Gathering Zone at Village Commons Park and authorize the Mayor to execute the agreement.

FISCAL IMPACT:
The cost of the design services is $206,100.00. Funding is available in the Village's approved Capital Improvement Plan (CIP) budget.

ATTACHMENTS:
1. VIllage Commons Task Order #381 WO # 3 Proposal
2. WA # 3 Design Development Phase Services

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL 33404
P: 561.803.8100 F: 561.803.8119

6 July 2026

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Attn: Mr. Juan Ruiz

Re: Village Commons Park Improvements
Task Order #03 – Community Gathering Zone Design

Dear Mr. Ruiz,

Clear Span Structures, LLC is pleased to provide you with a proposal for the above-referenced project. The scope of work for this Task Order will consist of the completion of the design services for the Community Gathering Zone portion of the Village Commons Park project. This scope of work is based on meetings and discussions with Village staff, and as further described below.

Clarifications:

Please see Exhibit A, which outlines the hourly billing rates for professional services to be provided pursuant to the Master Agreement. The rates listed herein shall apply to all authorized task orders issued by the Village and shall remain fixed for the duration of the Agreement.

Please see Exhibit B, that outlines the specific compliance requirements, documentation standards, and procedural obligations related to grant-funded services under the Agreement as provided by the Village of Palm Springs.

The design services for this work order are limited to the Community Gathering Zone portion of the project. Design services related to the Event Zone will be performed in a future work order. Construction of the improvements for the project will also be performed as part of future work orders.

The design work of this proposal is based on the Schematic Design for the Community Gathering Zone that was developed and approved in Task Order #02.

The scope of services for this proposal are as follows:

<u>Architectural and Consulting Engineering Services</u>

Design Development Phase: Further development of the approved schematic design drawings to produce design development documents for preliminary pricing/review by owner. This shall include the following:

- Architectural drawings to include site plan, floor plans, roof plans, exterior elevations, building sections, and typical wall sections.
- Preliminary Structural Engineering drawings
- Preliminary MEP Engineering drawings.
- Coordination meetings with Village Staff and the Construction Manager as required.

Construction Documents Phase: Development of 100% Construction/Permit documents based on the owner approved Design Development Documents. This shall include the following:

Architectural drawings to include life safety plans, overall floor plans, roof plans, ceiling plans, door/window/finish schedules. Detailed exterior elevations, building sections, detailed wall sections, details, etc.

Structural engineering to include foundation plans, wall reinforcing plans, structural details and specifications.

MEP engineering to include site lighting and site electrical plans, mechanical plans, electrical plans, plumbing plans, schedules, riser diagrams, details, specifications, etc.

Bidding/Permitting Phase: This phase typically consists of addressing any contractor questions during bidding and addressing all comments from the plan reviewers to obtain a building permit.

Presentation Documents: Provide three (3) computer generated renderings based on the final Construction Documents.

<u>Landscape/Hardscape/Land Planner</u>

Providing a review and analysis of the site conditions and the currently approved Conceptual Master Site Plan to verify the layout, circulation patterns, landscape program, site furnishing locations, and relationships between major project elements, while incorporating comments received from the Village, architect, civil engineer, and other project stakeholders since completion of the schematic design phase.

Design Development: Preparing Design Development documents for the Community Gathering Zone to advance the approved concept into a coordinated design suitable for preparation of construction documents. The Design Development package will include refinement of:

Pedestrian circulation and walkway systems.

Landscape planting concepts.

Irrigation design criteria.

Site furnishing layout utilizing Village standard amenities.

Site lighting fixture locations and coordination with project electrical design (by others).

Integration of pavilion, playground, and splash pad improvements with the overall landscape design.

Providing a preliminary horizontal control plan, updated 2D (Plan View) renderings for the enhancement of existing and new park features, materials board, and manufacturer's cut sheets for park site amenities such as site furnishings, drinking fountains, etc. 3D renderings may be provided for specific site elements as needed to convey design intent or as determined by the consultant.

Preparation of a conceptual tree planting plan and shrub massing plan together with a recommended planting palette.

Preparation of a Final Park Plan that will include an overall horizontal control plan identifying all park elements and their relationship to one another. Setbacks, dimensional information, general notes, and other information will be provided on the plan to demonstrate compliance with Village code requirements. This plan will be used as the basis for the preparation of construction documents for implementation.

Construction Documents: Preparation of construction documents suitable for bidding and construction. The Construction Document package will generally include:

Landscape Plan

Landscape Details

Tree Relocation Plan (As Required)

Irrigation Plan

Irrigation Details

Site Furnishing Plan

Park Hardscape

Site Details Plan

Technical Specifications

Preparation of landscape specifications, details, and supporting documentation necessary for bidding and construction.

Preparation of irrigation plans in accordance with industry standards and specific requirements for the Village, Palm Beach County, and Florida Statutes/Building Code.

Coordination of the construction documents with the architectural, civil engineering, utility, and vendor-supplied plans prepared by others for inclusion in the complete Contract Documents.

Bidding/Permitting: Providing bidding assistance including responses to Requests for Information, review of substitution requests related to landscape architectural improvements, and preparation of supplemental sketches as required.

<u>Design Management</u>

Providing management and coordination of the design and engineering consultants.

Providing progress construction budget cost estimates for the Community Gathering Zone based on the design development documents prepared by the design and engineering consultants.

Providing final construction budget cost estimates for the Community Gathering Zone based on the final construction documents prepared by the design and engineering consultants.

Providing weekly progress reports to Village staff.

We hereby propose to perform the scope of work for this Task order for a Contract Sum of **Two Hundred Six Thousand One Hundred Dollars and Zero Cents ($206,100.00)**. A summary breakdown of the Contract Sum is attached for your information.

We anticipate that the time frame for completing the scope of work for this Task Order will be ninety to one hundred and twenty (90-120) days. A preliminary Gantt chart describing the process is attached for your information.

Please contact our office at your earliest convenience should you have any questions or concerns regarding this proposal.

Sincerely,

Seth Ford

Seth Ford

Vice President

CLEAR SPAN STRUCTURES

Date: 7/6/2026
Job Name: Village of Palm Springs Village Commons
Task Order 03 - Community Gathering Zone Design

CSI CODE	DESCRIPTION	BID AMOUNT
	DESIGN MANAGEMENT	**54,569**
	DESIGN & DEVELOPMENT	
17-1000-O	Architectural & Engineering Fees	123,600
	DIVISION 17 TOTAL	**123,600**
	SUBTOTAL	**178,169**
	INSURANCE	
19-4000-O	Project Insurances	3,208
	PERMIT & FEE	
19-1000-O	Permit Fees **(ALLOWANCE)**	5,986
19-2000-O	Overhead & Profit	18,737
	TOTAL BASE ESTIMATE	**$ 206,100**

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL 33404

Design Management

Job Name: Village of Palm Springs Village Commons

Job Size (sqft): 653,400

Job Duration (wks): 13

Estimator: Seth Ford

Code	Description	Qty	Unit	Adj.	Labor	Sub	Material	Amount
	FIELD PERSONNEL							
01-3100-0	PRINCIPLE	520	HR	8%	175.00			7,280.00
01-3150-0	PROJECT EXECUTIVE	520	HR	12%	150.00			9,360.00
01-3250-O	PROJECT MANAGER	520	HR	33%	125.00			21,450.00
01-3270-O	ESTIMATOR	520	HR	0%	110.00			0.00
01-3280-0	CHIEF ESTIMATOR	520	HR	16%	125.00			10,400.00
01-3300-O	PROJECT ADMINISTRATOR	520	HR	5%	80.00			2,076.00
01-9950-O	VEHICLE EXPENSE	13	WK	50%			510.00	3,315.00
01-4020-O	PLANS & BLUEPRINTS	1	LS	50%			1,000.00	500.00
01-5040-O	TEMPORARY PHONE PORTABLE	3	MO	50%		125.00		188.00
				0%				

NOTES:

% General Conditions of job **26.48%**

01-5200-O

Subtotal >	$	54,569.00
Labor Burden >		Included
GRAND TOTAL >	**$**	**54,569.00**
Avg. Cost/Wk >	$	4,197.62
Avg. Cost/Mo >	$	18,189.67

Back to Summary Sheet

BID TAB

Job Name: Village of Palm Springs Village Commons
DIVISION: 17-1000
SCOPE: Architectural & Engineering Fees

Back to Summary Sheet

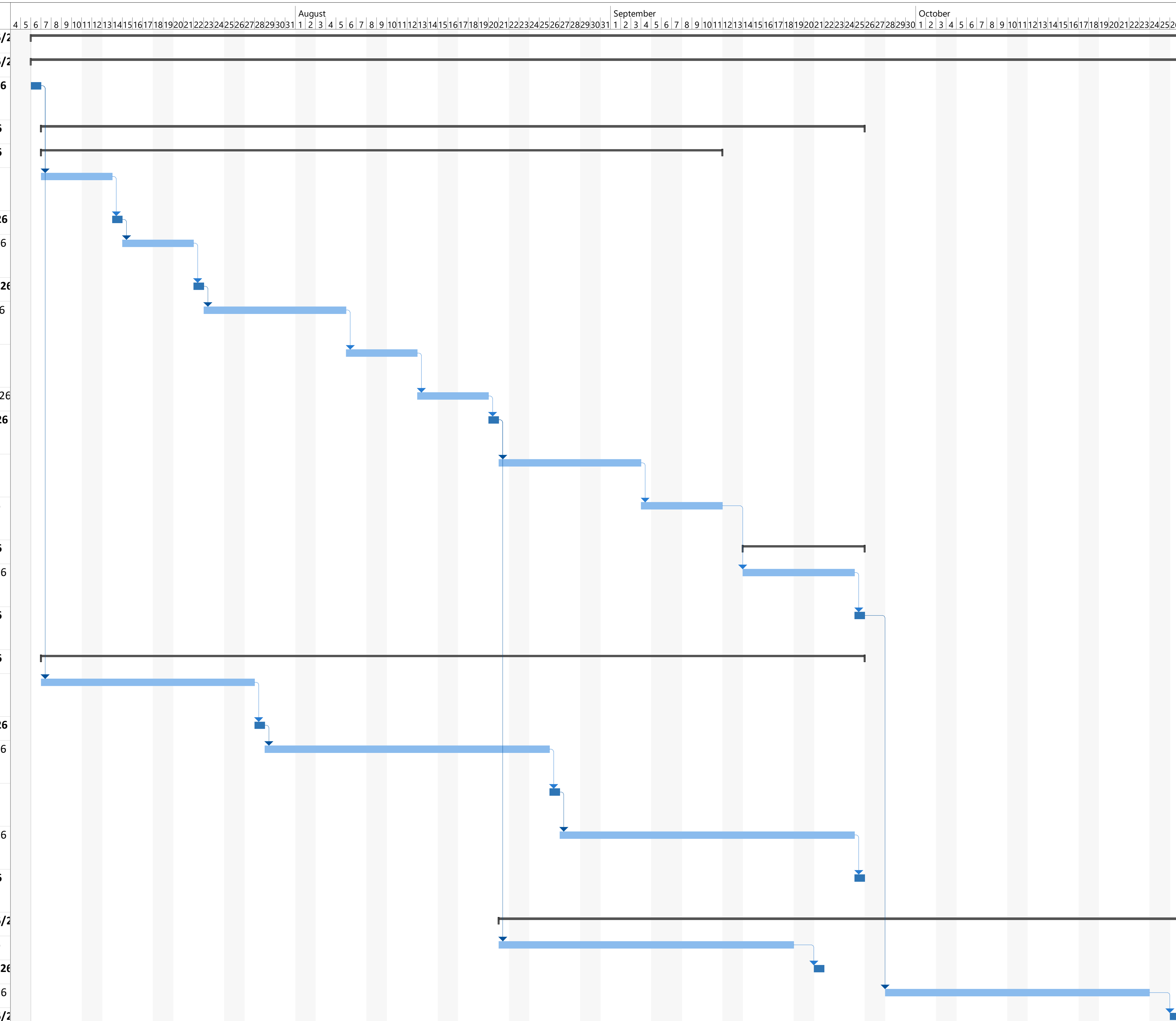
ITEM:	QTY	UNITS	$/UNIT	EXT	SUBCONTRACTOR: Claren Architecture
Architecture & MEP Consulting Engineering					
Design Development	1	LS	21,500.00	21,500.00	21,500.00
Construction Documents	1	LS	43,000.00	43,000.00	43,000.00
Bidding & Permitting	1	LS	4,300.00	4,300.00	4,300.00
Renderings	1	LS	4,000.00	4,000.00	4,000.00
Landscape/Hardscape/Land Planning	1	LS	50,800.00	50,800.00	50,800.00

ADJUSTMENTS:

BUY OUT / HEDGE	
Total	123,600.00

NOTES:

ID	Task Name	Duration	Start	Finish
1	**Village Commons Task Order 03**	**80 days**	**Mon 7/6/26**	**Mon 10/26/2**
2	**Community Gathering Zone Design**	**80 days**	**Mon 7/6/26**	**Mon 10/26/2**
3	**Project Kick-Off Meeting with CM, Village Staff & Design Team**	**1 day**	**Mon 7/6/26**	**Mon 7/6/26**
4	**Pavilion**	**58 days**	**Tue 7/7/26**	**Fri 9/25/26**
5	**Design Development**	**48 days**	**Tue 7/7/26**	**Fri 9/11/26**
6	Review and Revise Schematic Design for the Community Gathering Zone	5 days	Tue 7/7/26	Mon 7/13/26
7	**Review Revised Schematic Design with VPS Staff**	**1 day**	**Tue 7/14/26**	**Tue 7/14/26**
8	Incorporate Staff Comments Into Schematic Design and Prepare Final Version	5 days	Wed 7/15/26	Tue 7/21/26
9	**Review Final Revised Schematic Design with VPS Staff**	**1 day**	**Wed 7/22/26**	**Wed 7/22/26**
10	Prepare Architectural Design Drawings and Specifications for the Pavilion	10 days	Thu 7/23/26	Wed 8/5/26
11	CM and Village Staff Review of Architectural Design Drawings and Specifications	5 days	Thu 8/6/26	Wed 8/12/26
12	Revise Architectural Drawings and Specifications	5 days	Thu 8/13/26	Wed 8/19/26
13	**CM and Village Approval of Architectural Design Drawings and Specifications**	**1 day**	**Thu 8/20/26**	**Thu 8/20/26**
14	Prepare Structural, Mechanical, Plumbing and Electrical Engineering Designs for the Pavilion	10 days	Fri 8/21/26	Thu 9/3/26
15	CM and Village Staff Review Engineering Designs & Provide Input to Design Team	5 days	Fri 9/4/26	Fri 9/11/26
16	**Construction Documents**	**10 days**	**Mon 9/14/26**	**Fri 9/25/26**
17	Incorporate Staff Comments into Architectural and Engineering Designs & Prepare Final Versions	9 days	Mon 9/14/26	Thu 9/24/26
18	**Present Final Architectural and Engineering Designs for the Pavilion to Village Staff**	**1 day**	**Fri 9/25/26**	**Fri 9/25/26**
19	**Landscape & Hardscaoe**	**58 days**	**Tue 7/7/26**	**Fri 9/25/26**
20	Data Collection, Site Inventory, Site Analysis and Schematic Design Verification	15 days	Tue 7/7/26	Mon 7/27/26
21	**Review Schematic Design with CM and Village Staff**	**1 day**	**Tue 7/28/26**	**Tue 7/28/26**
22	Design Development of Landscape, Hardscape and Irrigation	20 days	Wed 7/29/26	Tue 8/25/26
23	**Review Design Development Documents with CM and Village Staff**	**1 day**	**Wed 8/26/26**	**Wed 8/26/26**
24	Construction Documents for Landscape, Hardscape and Irrigation	20 days	Thu 8/27/26	Thu 9/24/26
25	**Present Final Landscape, Hardscape and Irrigation Drawings to CM and Village Staff**	**1 day**	**Fri 9/25/26**	**Fri 9/25/26**
26	**Budgeting**	**46 days**	**Fri 8/21/26**	**Mon 10/26/2**
27	Prepare Budget Based on Design Development Drawings	20 days	Fri 8/21/26	Fri 9/18/26
28	**Present Progress Construction Budget to Village Staff**	**1 day**	**Mon 9/21/26**	**Mon 9/21/26**
29	Prepare Budget Based on Construction Documents	20 days	Mon 9/28/26	Fri 10/23/26
30	**Present Final Construction Budget to Village Staff**	**1 day**	**Mon 10/26/26**	**Mon 10/26/2**



Project: Village Commons Task Order 03 Schedule 260624
Date: Tue 6/23/26

Task, Split, Milestone, Summary, Project Summary, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, External Tasks, External Milestone, Deadline, Progress, Manual Progress

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL 33404
P: 561.803.8100 F: 561.803.8119

EXHIBIT A

June 24, 2026

Mr. Juan Ruiz
Parks and Recreation Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 333461

RE: RFQ no. 2024R-003 DESIGN- BUILD SERVICES FOR VILLAGE COMMONS PARK IMPROVEMENTS

Dear Mr. Ruiz,

Per your request, below are the categories and corresponding Billing Rates for personnel that potentially could be billed to your projects. Please do not get concerned about the length of the list, because obviously many of the positions may not be needed at all on your projects, however we did want to be thorough and avoid questions later.

<u>Clear Span Structures, LLC (Construction Manager)</u>

Principal	$175 per hour
Project Executive	$150 per hour
Project Manager	$125 per hour
Assistant Project Manager	$110 per hour
Chief Estimator	$125 per hour
Estimator	$110 per hour
Superintendent	$115 per hour
Assistant Superintendent	$ 95 per hour
Project Engineer	$ 95 per hour
Project Administrator/Clerical	$ 80 per hour

<u>Claren Architecture (Architect and MEP Engineers)</u>

Principal (Stephan Claren, AIA)	$230 per hour
Senior Project Manager	$200 per hour
Project Manager	$180 per hour
Drafting Technician/Support Staff	$155 per hour
Clerical	$ 85 per hour
Principal Engineer - Structural	$200 per hour
Senior Engineer - Structural	$150 per hour
Drafting Technician/Support Staff - Structural	$100 per hour
Clerical - Structural	$ 50 per hour
Principal Engineer - MEP	$250 per hour
Project Manager - MEP	$200 per hour

Drafting Technician/Support Staff - MEP	$125 per hour
Clerical – MEP	$ 85 per hour

Cotleur Hearing (Landscape Architecture)

See attached 2026 Rate Schedule – Professional Services

Costs for other direct or reimbursable expenses will be included in estimates prepared for individual projects and billed upon per agreed contractual terms

We are very honored to have been chosen to work with you and the Village of Palm Springs on these transformational projects. If you have any questions regarding the above, please don't hesitate to contact us.

Regards

Seth A. Ford
Vice President

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

2026 Rate Schedule - Professional Services

Staff Category	Hourly Rate
Clerical Assistant	$ 85.00
Administrative Assistant	$ 85.00
Designer	$ 100.00
Graphic Designer	$ 125.00
Senior Graphic Designer	$ 155.00
Irrigation Designer	$ 140.00
CADD Technician – Entry Level	$ 100.00
CADD Technician	$ 115.00
Senior CADD Technician	$ 130.00
Landscape Architect – Intern	$ 100.00
Certified Landscape Inspector	$ 115.00
Landscape Designer I	$ 115.00
Landscape Designer II	$ 135.00
Landscape Architect	$ 150.00
Senior Landscape Architect	$ 160.00
Planning Technician	$ 100.00
Planner I – Land Planner	$ 125.00
Planner II – Senior Land Planner	$ 145.00
Planning Project Manager	$ 165.00
Senior Project Manager	$ 195.00
GIS Specialist	$ 110.00
Senior GIS Specialist	$ 130.00
Client Services Manager	$ 175.00
Project Manager	$ 185.00
Principal	$ 245.00
Expert Witness	$ 375.00
Arborist	$ 160.00
Biologist	$ 120.00
Senior Biologist	$ 150.00
Environmental Specialist	$ 135.00
Senior Environmental Specialist	$ 145.00
Principal Environmental Specialist	$ 155.00
Field Technician	$ 110.00

Reimbursable Expenses Rate

Mileage / Travel expenses at the prevailing IRS rate: www.irs.gov Copies / Reproductions *

Postage and handling *

Out-of-Pocket / Other Production Expenses Cost + 10%

*Charges for monthly expenses billed at a multiplier of 1.10 to cover processing costs

EXHIBIT B

Clear Span Structures (CSS) as the Construction Manager for the redevelopment of the park and newly acquired adjacent land for the Village of Palm Springs (VPS), acknowledge that this project is being funded through the *Florida Communities Trust* (FCT) grant program and is subject to specific requirements outlined in DEP Agreement # F2408 section Seven (Approved Management Plan).

We hereby confirm that our final scope of work will fully comply with the following applicable FCT Special Management Conditions:

1. <u>FCT Signage</u>
   - Coordinate with the Village to install a permanent 3' x 4' FCT recognition sign at the park entrance, visible to the public, including acknowledgments that the project site was purchased with funds from the FCT program and VPS, logos, and acquisition date.
2. <u>Recreational Facilities</u>
   - Construct the following required recreational amenities:
     - Children's playground
     - Outdoor picnic pavilion
     - Splash pad
       - Facility placement will prioritize previously disturbed areas to minimize environmental impact, in accordance with FCT guidance.
3. <u>Trails and trail systems</u>
   - Develop a land-based walking trail within the Project Site, including installation of park benches and at least one water fountain at the trailhead or along the trail.
   - Coordinate the trail layout to ensure connectivity with existing or planned local walking trail systems as directed by VPS.
4. <u>Interpretive Kiosk</u>
   - Construct and install an interpretive kiosk on the site to accommodate educational content regarding the natural environment and local history.
5. <u>Water Quality Facility / Flood Mitigation</u>
   - Implementation of site grading and drainage infrastructure improvements to address existing flooding concerns and enhance surface water quality, with an emphasis on maintaining a natural, park-like setting.
6. <u>Site Coordination</u>
   - Coordination of construction activities and overall site integration with the adjacent Palm Springs Athletic Complex.

Claren Architecture + Design, Inc.
6400 Congress Ave, Suite 2150 Boca Raton, Florida 33487 Ph: 561.961-4884

June 24, 2026

OWNER/ARCHITECT AGREEMENT

This agreement is made by and between the Owner and the Architect shown on this Agreement.

Architect:	Owner:
Claren Architecture + Design, Inc.	Clear Span Structures
6400 Congress Ave, Suite 2150	
Boca Raton, Florida 33487	
www.clarenarchitecture.com	

1. PROJECT: Village Commons-Community Gathering Zone

2. GENERAL DESCRIPTION OF SCOPE:
Design and Construction documents for the Community Gathering Zone at the Village Commons Park in the Village of Palm Springs. This proposal is based on the attached schematic design package.

3. DETAILS OF SCOPE AND SERVICES:
Architect will provide the following tasks as the basic scope of services:

3.1 Schematic Design Phase – We understand that this phase has been completed by others and has been approved by the Village of Palm Springs.

3.2 Design Development Phase - Further development of the approved schematic design drawings to produce design development documents for preliminary pricing/review by owner. This shall include the following:
   a. Architectural drawings to include site plan, floor plans, roof plans, exterior elevations, building sections, and typical wall sections.
   b. Preliminary Structural Engineering drawings
   c. Preliminary MEP Engineering drawings.
   d. Site Lighting Design
   e. Coordination meetings with Owner and/or GC as required.

3.3 Construction Documents Phase – Development of 100% Construction/Permit documents based on the owner approved Design Development Documents. This shall include the following:
   a. Architectural drawings to include life safety plans, overall floor plans, roof plans, ceiling plans, door/window/finish schedules. Detailed exterior elevations, building sections, detailed wall sections, details, etc.
   b. Structural engineering to include foundation plans, wall reinforcing plans, structural details and specifications.
   c. MEP engineering to include site lighting and site electrical plans, mechanical plans, electrical plans, plumbing plans, schedules, riser diagrams, details, specifications, etc.

3.4 Bidding/Permitting - This phase typically consists of addressing any contractor questions during bidding and addressing all comments from the plan reviewers to obtain a building permit.

3.5 Renderings – 3D renderings of the Community Gathering Zone to include a minimum of 4 images.

3.6 Landscape/Hardscape/Land Planner: Please refer to the attached proposal by Cotleur Hearing for detailed scope information included in this agreement.

4. WORK NOT INCLUDED:
4.1 Civil Engineer, Traffic Consultant.

4.2 Water Management design or permitting.
4.3 Submittal of plans to building department
4.4 Fees for applications, permits, impact fees
4.5 Surveys
4.6 Geotechnical Testing
4.7 Fire Flow Testing
4.8 Cost Estimating
4.9 Lightning Protection system design
4.10 Solar Panel system design
4.11 FPL coordination/service design included. If FPL changes their design after initial coordination, and additional electrical revisions/coordination are required, those would be considered additional services.
4.12 Emergency Generator and/or UPS
4.13 Low Voltage/ AV designs
4.14 Value Engineering
4.15 Design changes due to supply chain/cost escalation issues.
4.16 LEED or other Sustainability certification services
4.17 Fire Sprinkler Design (by FS contractor)
4.18 Fire Alarm Design (by FA contractor)
4.19 BDA system design
4.20 Computer generated renderings
4.21 Threshold Inspections
4.22 Special Inspections
4.23 Tenant Improvements
4.24 As-builts (hourly if required)
4.25 Interior Designer
4.26 Waterproofing Consultant
4.27 Life Safety Consultant
4.28 MEP Engineer site visits
4.29 Playground/splashpad design
4.30 Owner requested changes after approval of design phases noted above.
4.31 Construction Administration

5. PROPOSED FEE FOR LISTED SERVICES:

Design Development	$ 21,500
Construction Documents	$ 43,000
Bidding/Permitting	$ 4,300
Subtotal:	$ 68,800 (a)
Computer Generated Renderings:	$ 4,000 (a)
Landscape/Hardscape/Land Planner:	$ 50,800
Total:	$123,600

(a) Please refer to labor cost breakdown on page 4.

6. PAYMENT TERMS:
6.1 A 10% retainer shall be due upon initiation of this agreement and will be applied to the construction documents invoice.
6.2 Phases noted above will be invoiced upon completion of each phase.
6.3 Construction Administration will be invoiced as needed on a time and material basis.
6.4 Site and Landscape consultants will be invoiced when received by those consultants.

7. REIMBURSABLES:
Any applicable reimbursable expenses such as printing costs, shipping costs, etc. shall be invoiced at cost +10%.

8. <u>ADDITIONAL SERVICES:</u>
Additional Services are those which are shown as not included as part of this contract and any other items requested by the client which are also considered not a part of this contract. Payment for Additional Services, when requested or required, shall be based on a time and material basis; or shall be based upon a mutually agreed upon fixed amount prior to commencement of each additional service. Claren Architecture + Design, Inc. agrees to process additional service work in a timely manner. All invoices for additional services shall have a description of the work.

9. <u>2026 HOURLY RATES:</u>

Principal Architect	$ 230.00/hr
Senior Project Manager	$ 200.00/hr
Project Manager	$ 180.00/hr
Drafting	$ 155.00/hr
Clerical	$ 85.00/hr

*Hourly services will be invoiced based on the current rates at the time services are performed.

10. <u>LIMITATION OF LIABILITY</u>:
In recognition of the relative risks and benefits of the Project, the Client and Consultant agree that the Consultant's total liability for this project shall not exceed the total compensation received by the Consultant under this agreement. Higher limits of liability may be negotiated for additional fees. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for cost related to the failure of contractors to perform work in accordance with the plans and specifications.

11. <u>BETTERMENT</u>:
If due to the Consultant's negligence, a required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

11. <u>ARCHITECT'S RESONSIBITLITES</u>:
The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects with respect to similar projects and locations in Florida. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect and all of its work product shall be reasonably complete and unambiguous and shall be in accordance with all applicable codes, ordinances, statutes, laws, and regulations.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CLAREN ARCHITECTURE + DESIGN, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED THEREUNDER.

If this agreement is acceptable to you, please sign and return to us. Thank you for the opportunity to provide this proposal. Please feel free to contact me with any questions.

Respectfully,

Stephan Claren, AIA, NCARB
President

Client date

Architect-Labor Cost Breakdown							
Phase	Principal Architect	Senior Project Manager	Project Manager	Drafting / Technician	Clerical	Total Hours	Total Fee
	$ 230	$ 200	$ 180	$ 155	$ 85		
Design Development	12	20	24	28	1	85	$ 15,505
Construction Documents	15	35	40.5	85	1	176.5	$ 31,000
Bidding / Permitting	1.5	4	3.5	8	1	18	$ 3,100
Renderings	1	2	1.5	20	0	24.5	$ 4,000
Totals	**29.5**	**61**	**69.5**	**141**	**3**	**304**	**$ 53,605**

Structural Engineer-Labor Cost Breakdown							
Phase	Principal Engineer	Senior Engineer		Drafting / Technician	Clerical	Total Hours	Total Fee
	$ 200	$ 150		$ 100	$ 50		
Design Development	2.5	8		3	0	13.5	$ 2,000
Construction Documents	3	15		11	1	30	$ 4,000
Bidding / Permitting	0	2		1	0	3	$ 400
Totals	**5.5**	**25**		**15**	**1**	**46.5**	**$ 6,400**

MEP Engineer-Labor Cost Breakdown							
Phase	Principal Engineer		Project Manager	Drafting / Technician	Clerical	Total Hours	Total Fee
	$ 250		$ 200	$ 125	$ 85		
Design Development	4		6	11	5	26	$ 4,000
Construction Documents	8		15	18	9	50	$ 8,015
Bidding / Permitting	1		1	2	1	5	$ 785
Totals	**13**		**22**	**31**	**15**	**81**	**$ 12,800**

1. EXISTING TREE TO REMAIN
2. ADULT SWINGS
3. WATER FEATURE (SPLASH PAD)
4. WALKING TRAIL
5. PAVILION
6. PLAYGROUND INCLUDING ROPE CLIMBING SPHERE - AGES 5-12
7. ART FEATURE - INTERPRETIVE SIGNS
8. MONUMENT SIGN - PARK ENTRANCE / CONNECTION TO VPS PARK CONNECTOR TRAIL
9. PROPOSED PAVED PARKING WITH DRAINAGE
10. TRAIL KIOSK WITH FCT ACKNOLEDGEMENT SIGN
11. BIO-SWALE / DRY RETENTION
12. BENCH
13. WASTE RECEPTACLE
14. DRINKING FOUNTAIN
15. DINING AREA
16. FOOD TRUCK ZONE
17. EVENT LAWN
18. AMPHITHEATER: RAISED STAGE AND ATTACHED CANOPY
19. EXISTING RESTROOM BUILDING
20. EXISTING SPORT FIELDS (SOCCER)
21. OVERFLOW PARKING
22. CELL TOWER TO REMAIN
23. AUDIO STAGING AREA

PROPOSED SITE PLAN
SCALE: 1" = 60'-0"

WJ Architects

(727) 822-5566
www.wjarc.com
AR94244

VILLAGE OF PALM SPRINGS - PARKS AND RECREATION MASTER PLAN - CONCEPTUAL DESIGN

10101 Forest Hill Blvd., Wellington 33414

Project # 25119
Ref. Sheet
Date 04.29.2026

PROPOSED MASTER PLAN
A101

VILLAGE COMMON PARK - COMMUNITY GATHERING ZONE

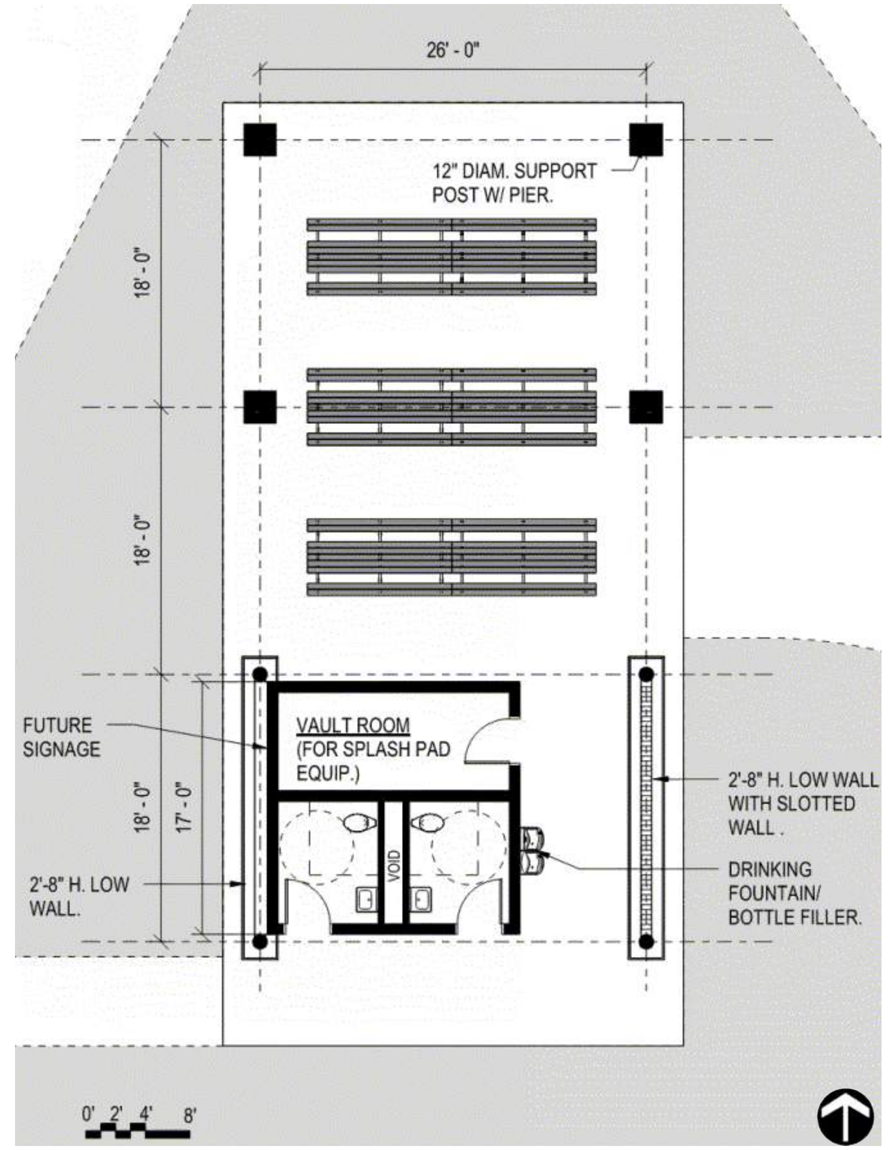
SCHEMATIC DESIGN | APRIL 22, 2026

SITE PLAN
N.T.S.

PAVILION DESIGN

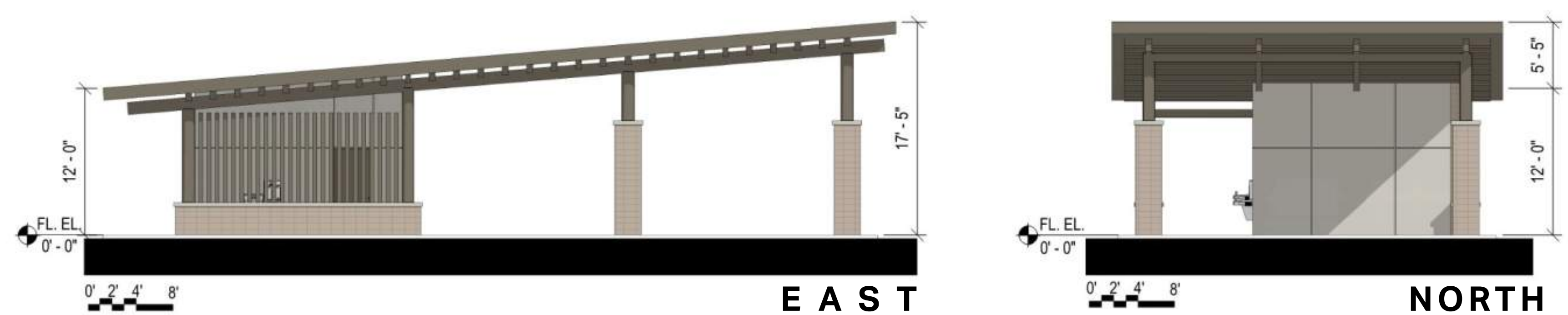
A QUIET STOP IN THE FLOW OF THE OUTDOORS

Pavilion captures design elements and inspiration from amphitheater. Design will capture the role of the pavilion as a gentle pause within the natural landscape.



FLOOR PLAN

RENDERING



ELEVATIONS

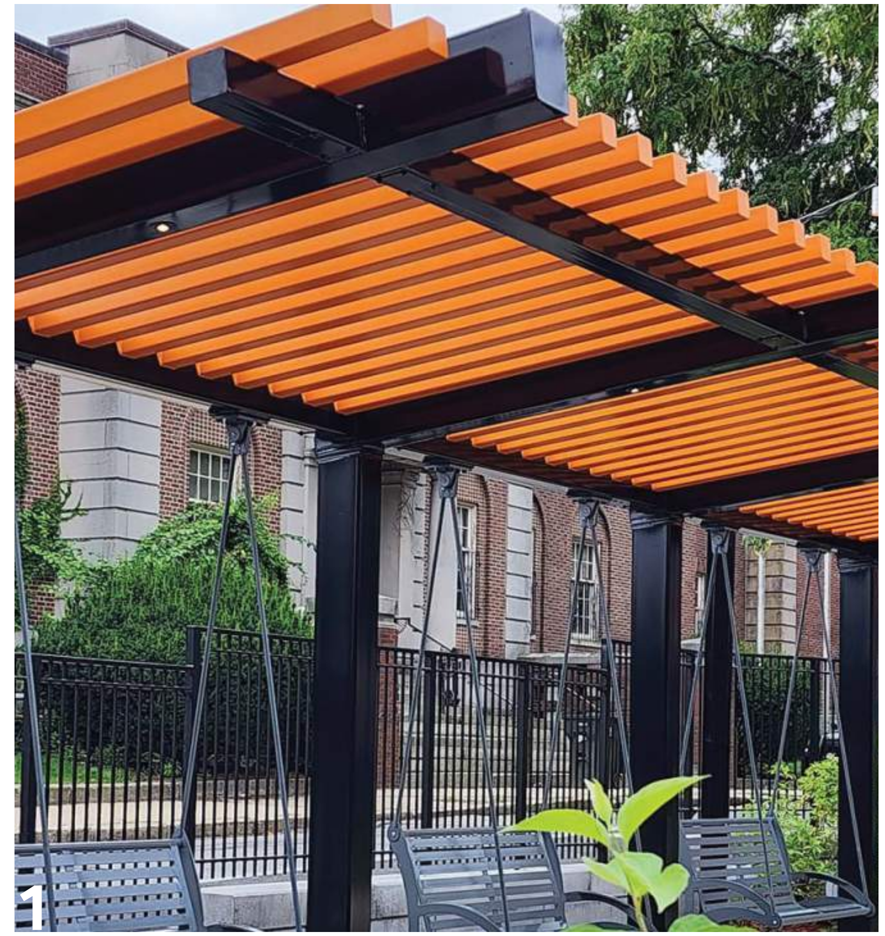
SPLASH PAD

1. Water misters - No recirculating
2. Water feature concept: Color arched structure with water misters.

DESIGN CONCEPT A PLAYFUL FOREST OF LIGHT, COLOR, AND SPLASH EXPERIENCE

SITE FURNISHINGS

NOT ALL NEW AND/OR EXISTING TREES ARE SHOWN TO PROVIDE CLARITY OF PATHS AND STRUCTURES.



1

CANTILIVERED TRELLIS WITH ADULT SWING OPTION BY POLYGON - MILLENNIUM TRELLIS OR SIMILAR

2A

FREE STANDING PLAY - CRAB TRAP BY LANDSCAPE STRUCTURES - MODEL 248479 - 5 TO 12 Y - 33' X 36'-6" AREA

3

BENCH BY DU MOR
MODEL BENCH 34
TYPE: 6 FEET WITH ARMREST FINISH: POLY LUMBER, RECYCLED PLASTIC -CEDAR
FRAME COLOR: BLACK,

4

WASTE RECEPTACLE BY BARCO PRODUCTS
TYPE: WITH BONNET LID
FINISH: BLACK, SURFACE MOUNT.

5

PICNIC TABLE BY BARCOBOARD
TYPE : 8'X2'-5"
FINISH: CEDAR COLOR
FRAME COLOR: BLACK, SURFACE MOUNTED.

2B

WE-GO-SWING
MODEL 277778

2C

SWAY FUN GLIDER 12" WITH RAMP
MODEL 170894

2D

WE-GO-ROUND HDG WITH PERFORATED PANELS
MODEL 251036

PALM SPRINGS
architects

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

June 23, 2026

Stephan Claren
Claren Architecture + Design, Inc.
6400 Congress Ave, Suite 2150
Boca Raton, FL, 33487
561-961-4884 ext 101
stephan@clarenarchitecture.com

PROJECT: P26-196 – Village Commons Park Community Gathering Zone Improvements
Village of Palm Springs, Florida

<u>AGREEMENT FOR PROFESSIONAL SERVICES</u>

Dear Stephan Claren:

Thank you for the opportunity to submit the attached Agreement for Professional Services for the Village Commons Park, located in the Village of Palm Springs, Florida. Please review and electronically sign and initial the Agreement on each page where indicated. Once signed, please provide the document back to us for execution. A fully executed Agreement will be emailed once completed.

A signed copy of this Proposal, accompanied by retainer, if required, will authorize Cotleur & Hearing to proceed. ***Please note that the last page of this Agreement contains a Payment Instruction form to facilitate payment of the retainer due.***

Description of provided Services:
Cotleur & Hearing will provide professional landscape architectural services for the Village Commons Park Community Gathering Zone as shown on the Site Plan dated 4/29/2026. Based upon information provided by Claren Architecture + Design, the project has progressed through the schematic design phase and includes a pavilion/restroom building, playground area, splash pad area, pedestrian pathways, landscape improvements, irrigation, site furnishings, and other site improvements.

The Village has elected to proceed with implementation of the Community Gathering Zone, as documented in this proposal, and the Event Zone, in a separate proposal, while other phases, including the Sports Field Zone and Gymnasium Zone, will be deferred pending future funding.

Simmons & White will continue to provide civil engineering services including parking lot design, paving, grading, drainage, utility coordination, water, and sewer infrastructure. Architecture will be provided by Claren Architecture. Playground equipment and splash pad facilities will be provided through separate vendor contracts.

Total Lump Sum Fee (Includes Reimbursable Expenses): <u>$50,800.00</u>
Retainer, payable upon execution of this Agreement: <u>No Retainer Required</u>

Scope of Work:

1. **Kickoff, Data Collection, Project Review, and Schematic Design Verification**
   a. **Project Kickoff**
      - Cotleur & Hearing will attend one (1) project kick of meeting to coordinate with the consultant team and Village Representatives to coordinate the completion of the project and to confirm goals, objectives, timelines, and preferences for the subject project and site.

   b. **Data Collection**
      - Cotleur & Hearing will work with the consultant team to obtain all necessary base maps or survey information for the subject property. (Provided by Others)
      - Cotleur & Hearing will review all available project documentation including the approved conceptual site plan, schematic design documents, survey information, civil engineering plans, utility information, architectural drawings, and related consultant information prepared by others.
      - Cotleur & Hearing will coordinate with the consultant team to establish project design criteria, confirm project limits, identify required design deliverables, and review the current status of the project with the Village of Palm Springs.
      - Research and obtain local codes, ordinances, and design guidelines.

   c. **Site Inventory and Site Analysis**
      - Cotleur & Hearing will conduct one (1) site evaluation and inventory of the existing site, facilities, amenities, and landscaping throughout the site documenting current conditions of the Community Gathering Zone.
      - Cotleur & Hearing will conduct one site visit to familiarize our team with existing site conditions and verify information relevant to the preparation of construction documents.

   d. **Schematic Design Verification**
      - As part of this task, Cotleur & Hearing will review the previously approved conceptual and schematic design documents for the Community Gathering Zone and prepare limited refinements and updates necessary to facilitate progression into Design Development. This effort is intended to verify the layout, circulation patterns, landscape program, site furnishing locations, and relationships between major project elements, while incorporating comments received from the Village, architect, civil engineer, and other project stakeholders since completion of the schematic design phase.
      - This task is not intended to constitute a redesign of the approved concept or preparation of alternative master plan concepts. Any significant modifications to the approved conceptual or schematic design, changes in project program, or additional stakeholder engagement requested by the Client shall be considered Additional Services.
      - Any recommended refinements will be coordinated with the client and consultant team, if required, for the Design Development phase.
      - Verification assumes public involvement has already been completed throughout the master planning and schematic design phases and will not be required outside of Council Presentations at the completion of the Design Development and Construction Documentation phases.

Fee (Lump Sum) ……………………… $3,200.00

2. **Design Development**
   - Following review and acceptance of the approved schematic design refinements, Cotleur & Hearing will prepare Design Development plans for the Community Gathering Zone. The Design Development

package will advance the approved concept into a coordinated design suitable for preparation of construction documents.

- The Design Development package will include refinement of:
  - Pedestrian circulation and walkway systems.
  - Landscape planting concepts.
  - Irrigation design criteria.
  - Site furnishing layout utilizing Village standard amenities.
  - Site lighting fixture locations and coordination with project electrical design by others.
  - Integration of pavilion, playground, and splash pad improvements with the overall landscape design.
- This phase includes coordination with the architect, civil engineer, and design-build vendors as necessary to confirm space requirements and interface conditions. Design of the playground and splash pad systems is specifically excluded.
- An updated opinion of probable construction cost for landscape architectural improvements will be provided with the Design Development submittal.
- Prepare a preliminary horizontal control plan, updated 2D (Plan View) renderings for the enhancement of existing and new park features, materials board, and manufacturer's cut sheets for park site amenities such as site furnishings, drinking fountains, etc. 3D renderings may be provided for specific site elements as needed to convey design intent or as determined by the consultant.
- Begin preparation of a conceptual tree planting plan and shrub massing plan together with a recommended planting palette.
- The Final Park Plan will include an overall 24x36" horizontal control plan identifying all park elements and their relationship to one another. Setbacks, dimensional information, general notes, and other information will be provided on the plan to demonstrate compliance with Village code requirements. This plan will be used as the basis for the preparation of construction documents for implementation.

Fee (Lump Sum) ……………………… $14,600.00

3. **Construction Documentation**
   - Following approval of the Design Development Package, Cotleur & Hearing will prepare construction documents suitable for bidding and construction.
   - The construction document package will generally include:
     - Landscape Plan
     - Landscape Details
     - Tree Relocation Plan (As Required)
     - Irrigation Plan
     - Irrigation Details
     - Site Furnishing Plan
     - Park Hardscape
     - Site Details Plan
     - Technical Specifications
     - Construction Cost Estimate
   - Landscape plans will incorporate tabular data, plant schedules, general notes, and supporting information necessary to demonstrate compliance with applicable Village code requirements and to facilitate permitting, bidding, and construction implementation.

- Landscape Development Plans will be coordinated with architectural, civil, drainage, utility, traffic, and site planning documents to ensure consistency across all disciplines.
- Landscape Development Plan will identify plant species, common name, botanical name, quantities, sizes, spacing, and specifications for all proposed plant material.
- Cotleur & Hearing will prepare landscape specifications, details, and supporting documentation necessary for bidding and construction.
- Irrigation Development Plans will be prepared in accordance with industry standards and specific requirements for the Village, Palm Beach County, and Florida Statutes/Building Code.
- Irrigation Development Plan will identify the proposed water source, any water wells, pumps, main lines, downstream circuit zones, valves and the location and specifications for all irrigation emitters.
- Tabular data, general notes, details, and other information will be provided on the plans to facilitate bidding, permitting and construction implementation.
- Irrigation water source to match existing source on site, if any. If none exists, point of connection shall be coordinated with the client, architects, and engineers.
- A South Florida Water Management District (SFWMD) Water Use Permit may be required for the irrigation withdraws if the point of connection/water source is a pump station and well, and will be included in the Construction Administration Efforts, or provided by the contractor, if it is required.
- Construction documents will be coordinated with the architectural, civil engineering, utility, and vendor-supplied plans prepared by others for inclusion in the complete Contract Documents.
- The following services are specifically excluded from this scope:
    - Site Lighting Layout Plan (fixture locations and coordination only)
    - Parking lot design.
    - Paving and grading design.
    - Stormwater management calculations and permitting.
    - Water and sewer utility design.
    - Architectural design.
    - Structural engineering.
    - Electrical engineering and photometric analysis.
    - Mechanical, electrical, and plumbing design.
    - Playground equipment design.
    - Splash pad engineering and equipment design.
    - Environmental permitting.
- This scope assumes one Client review cycle at the Design Development phase and one Client review cycle during Construction Documentation.

Fee (Lump Sum) ……………………… $28,000.00

4. Permitting and Bidding Assistance

- Cotleur & Hearing shall provide permitting assistance to the consultant team related to the landscape architecture and irrigation scope of services.
- Coordinate and ensure approval of required landscape construction permits including required tree mitigation and/or tree relocation or tree removal permits. Ensure applicable Irrigation permits, including a SFWMD water use permit, are obtained by contractor as required by final irrigation design. Well permits through the Health Department to be coordinated and obtained by the selected contractor.

- Cotleur & Hearing will provide limited bidding assistance including responses to Requests for Information, review of substitution requests related to landscape architectural improvements, and preparation of supplemental sketches as required.
- Provide feedback and concurrence on landscape and irrigation bids obtained.
- Prepare for and attend 6 meetings with client/GC during post design phase. Additional meetings required will be billed hourly. Includes meeting follow up as needed.

Fee (Lump Sum) ……………………… $5,000.00

The following services are not included, but available upon request:

- Permitting (TBD) – Assumed to be completed by Prime Consultant
- Survey, Subsurface Survey, Investigation, or Ground Penetrating Radar
- CADD Base Files or Survey (Provided by Engineers/Architects)
- As-Built Plan Preparation
- Entitlements, Site Plan Amendments, Government Approvals
- Engineering (Structural, Geotechnical, Civil, Utility, Drainage, or Electrical)
- 3-Dimensional Renderings of the Site
- Permit Expediting
- Lighting Design or Photometric Lighting Plan
- Public Involvement Public Outreach
- OAC Meetings
- Design work outside of the identified Community Gathering Zone
- Construction Administration

The undersigned agree to the attached General Conditions and Special Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement

Cotleur & Hearing______________________	______________________________
(Consultant)	(Client)
______________________Date: ________	______________________Date: ____________
Signature:	Signature:
Aaron Wilbur, PLA C0-President 561-406-1011 awilbur@cotleur-hearing.com	Stephan Claren Claren Architecture + Design, Inc. 561-961-4884 ext 101 stephan@clarenarchitecture.com

Attachments:
Client Billing Instructions
Rate Schedule
W-9
Retainer Payment Instructions
General Conditions/Special Provisions
Lobbyist Registration Notice

Retainer Payment Instructions

CLIENT BILLING INSTRUCTIONS
FOR AGREEMENT FOR PROFESSIONAL SERIVCES

Please review for accuracy and revise as needed. Client must notify Consultant of any changes to this information within one billing cycle.

PROJECT NAME: ____________________

Client Name: ____________	Billing Name: ____________
Client Phone: ____________	Billing Phone: ____________
Client Email: ____________	Billing Email: ____________

COMPANY INFORMATION:
Original invoice should be addressed as follows:

Client/Company Name: ____________

Attention: ____________

Billing Address: ____________

____

Email Address: ____________

Additional Email Address: ____________

AGREED UPON BILLING METHOD: Email ☐ USPS ☐

INVOICE SUPPORTING DOCUMENTS

Special Invoice Requirements: ____________

(Provide details/include copy) ____________

Project/P.O./Contract Reference Number: ____________

Comments: ____________

Payment Options – Please check appropriate box

☐ **CHECK**
Note: Please include our invoice number on the check

☐ **DIRECT DEPOSIT/WIRE TRANSFER**
Note: Please reference our project number when setting up the wire transfer. Bank info will be provided upon completion of this form

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

2026 Rate Schedule - Professional Services

Staff Category	Hourly Rate
Clerical Assistant	$ 85.00
Administrative Assistant	$ 85.00
Designer	$ 100.00
Graphic Designer	$ 125.00
Senior Graphic Designer	$ 155.00
Irrigation Designer	$ 140.00
CADD Technician – Entry Level	$ 100.00
CADD Technician	$ 115.00
Senior CADD Technician	$ 130.00
Landscape Architect – Intern	$ 100.00
Certified Landscape Inspector	$ 115.00
Landscape Designer I	$ 115.00
Landscape Designer II	$ 135.00
Landscape Architect	$ 150.00
Senior Landscape Architect	$ 160.00
Planning Technician	$ 100.00
Planner I – Land Planner	$ 125.00
Planner II – Senior Land Planner	$ 145.00
Planning Project Manager	$ 165.00
Senior Project Manager	$ 195.00
GIS Specialist	$ 110.00
Senior GIS Specialist	$ 130.00
Client Services Manager	$ 175.00
Project Manager	$ 185.00
Principal	$ 245.00
Expert Witness	$ 375.00
Arborist	$ 160.00
Biologist	$ 120.00
Senior Biologist	$ 150.00
Environmental Specialist	$ 135.00
Senior Environmental Specialist	$ 145.00
Principal Environmental Specialist	$ 155.00
Field Technician	$ 110.00

Reimbursable Expenses Rate

Mileage / Travel expenses at the prevailing IRS rate: www.irs.gov Copies / Reproductions *

Postage and handling *

Out-of-Pocket / Other Production Expenses Cost + 10%

*Charges for monthly expenses billed at a multiplier of 1.10 to cover processing costs

CHECKS PAYABLE TO: Cotleur & Hearing

Form **W-9** (Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cotleur & Hearing, Inc.

2 Business name/disregarded entity name, if different from above.

Cotleur & Hearing Landscape Architecture, LLC dba Cotleur & Hearing

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1934 Commerce Ln, Ste 1

Requester's name and address (optional)

6 City, state, and ZIP code

Jupiter, FL 33458

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

4	7	-	1	8	7	7	2	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date** 01/01/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Due Upon Receipt

June 23, 2026

Stephan Claren
Claren Architecture + Design, Inc.
6400 Congress Ave, Suite 2150
Boca Raton, FL, 33487
561-961-4884 ext 101
stephan@clarenarchitecture.com

Retainer, payable upon execution of this Agreement: No Retainer Required

Project will commence upon receipt of the signed Agreement and current amount due. Payment may be remitted via check or ACH payment. Please reference **"Retainer"** and **Proposal Number** on remittance. Please remit payment to:

ACH Information:
BankUnited
Routing: 267090594
Account: 9853314632

Mail or overnight to:
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Contact with questions:
Sandra Bruorton
sbruorton@cotleur-hearing.com
561-747-6336 x104

GENERAL CONDITIONS - These general conditions are attached and made part of proposals and agreements for services by Cotleur & Hearing, the Consultant.

1.0 Standard of Care - Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The consultant cannot guarantee or warranty unseen, unknown, or below grade conditions without proper survey or subsurface investigation. Due to the unpredictable nature of living trees, the consultant cannot warranty the permanent effectiveness of any proposed solution.

2.0 Ethics Compliance - Maintaining the highest ethical standards is a primary value of the Consultant. The Consultant will comply with local, county, and state ethics laws including lobbyist registration. Lobbyist registration forms will be completed concurrent with the signing of the Agreement. It will be the Client's responsibility to disclose all Principals' entities related to scope of work to be performed as a part of the Agreement. The Principal, together with the Consultant will provide an original signature on lobbyist registration forms where required. The Client and Principal shall notify the Consultant at such time the conditions of the Lobbyist registration have changed and or when the registration should be withdrawn.

3.0 Basic Services - Consultant shall provide the mutually agreed-upon services outlined in the Agreement. Any services not specifically outlined in the Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement or any responsibility for other contractor's services performed.

4.0 Additional Services - a) If mutually agreed to in writing by the parties, in advance and/or as provided for herein, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be in accordance with Consultant's Rate Schedule, as provided for in Section 6.0, Compensation, or as otherwise mutually agreed to by the parties.

b) Notwithstanding the above provisions, additional services that are required to perform time sensitive work efforts may be performed without further authorization unless otherwise stipulated within the special provisions of this agreement. Services performed under this provision shall not exceed 5% of the basic scope of services.

5.0 Client Responsibilities - Client shall designate in writing, a person to act as his/her representative with respect to the services to be rendered under the Agreement. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

6.0 Compensation - a) Monthly progress invoices for basic services and additional services will be submitted to Client by Consultant based on percent complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to annual adjustment.

b) These invoices are due upon presentation and shall be considered past-due if not paid within thirty (30) calendar days.

c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved, and payment will be made in the full amount of the invoice. If payment in full is not received by Consultant within thirty (30) calendar days, all past due amounts shall bear interest at one and one-half (1.5) percent per month from said thirtieth (30th) day.

d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with seven (7) days written notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.

e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

f) Retainer shall be paid to Consultant by Client prior to commencement of services. This retainer shall be applied to the final invoice for services provided under this Agreement.

7.0 Permit, Agency, and Application Fees - Client shall be responsible for and pay all project-related fees including, but not limited to, Lobbyist registration, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and impact fees. Any mutually agreed-upon project-related fee up to $150 may be paid by Consultant and invoiced as a reimbursable expense by Client.

8.0 Collection Costs - In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

9.0 Reimbursable Expenses - Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursable expenses shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket / Other Production Expenses billed at a multiplier of 1.10 to cover processing costs.
- Posting of public notice signs: Labor and material costs associated with the posting of public notice signs will be a reimbursable expense.

10.0 Taxes - Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

11.0 Indemnification - a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and independent sub-consultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, arising out of, or connected with, the Agreement or performance by any of the parties above named of the services under the Agreement, except those damages, liabilities or costs attributed to the negligent acts or negligent failure to act by Consultant.

b) Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's individual employees, officers, or directors.

c) Client agrees to indemnify the Consultant, its officers, directors, employees and independent sub-consultants against all damages, liabilities or costs arising out of, or in any way connected with, the Agreement or the performance by any of the parties above-named of the services under the Agreement by any third party.

d) Due to the nature of the project, the Client agrees to indemnify the Consultant, its officers, directors, employees and independent sub-consultants and to hold harmless the Client for any and all liability associated with trip and fall claims or cases from the community's residents, visitors, contractors, or staff.

12.0 Limitation of Liability - In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to the limit of Consultant and/or its employees, officers, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed $1,000,000.00.

13.0 Instruments of Service Ownership - a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided. Electronic information including but not limited to the consultants' design files, illustrative graphics and/or design details shall not be distributed or used for any purpose without the consultant's written permission. This provision shall apply to the client and any other consultant working for or with the client.

14.0 Governing Law - Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the State of Florida laws.

15.0 Mediations/Dispute Resolution - a) To resolve any conflicts which might arise during the performance of Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.

b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida County in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.

c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity (ies) not specifically named Herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

16.0 Delays - a) In the event the project under the Agreement is delayed for a period of more than fifteen (15) calendar days by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. In addition, if the delays resulting from any such causes increase the cost or time requires by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.

b) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency; beginning or completion of construction; or performance of any task of the work pursuant to the agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed "factors" outside Consultant's control.

17.0 Termination - The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement. The Client may also terminate the agreement for the Client's convenience with (7) days written notice. Notice must be provided on a work day, and not delivered on a weekend or holiday. The Client will be responsible for all costs incurred prior to and during the (7) day notice period.

18.0 Renegotiation of Fees - Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to project periods.

19.0 Construction Phase - Construction phase Services are not included unless specifically provided for in the Special Provisions. Construction Phase Services include but are not limited to cost estimates to support surety, site visits, shop drawing review, requests for information, certification letters and similar services. Consultant shall not, during any site visits or as a result of observing Contractor's (s') work in progress, supervise, manage, direct or have control over Contractor's (s') work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's (s') failure to finish and perform its work in accordance with the contract documents.

19.1 Certification Limitation Notice - In the event that the Client chooses not to retain Cotleur & Hearing Landscape Architects LLC for post-design construction administration services and subsequently requests a Landscape Architects Certification, the Client is hereby notified that such certification will be subject to limitations as discussed in the "Landscape Architects Certification Limitation Rider", provided as applicable. The Client acknowledges and accepts that the certification will only cover visible and observable aspects of the landscape as of the time of certification, and any work activities or conditions not observed during the construction phase may not be certified. The Rider outlines the specific terms and conditions related to this limitation, and the Client's signature on this contract signifies their understanding and acceptance of these terms. Furthermore, an executed Rider will be required prior to the issuance of the Landscape Architects Certification where construction administration services have not been provided throughout the duration of the construction process.

20.0 Successors and Assigns - Neither party to the Agreement shall transfer, sublet, or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement. - **END OF DOCUMENT**

Lobbyist Registration Notice

It is a primary value of Cotleur & Hearing to maintain compliance with applicable county and municipal ethics laws. CH has adopted a practice of registering clients (principals) for projects which meet the lobbyist registration criteria. Once this Service Agreement is fully executed, Cotleur & Hearing will electronically complete and submit the mandatory lobbyist registration forms and pay their $25 fee. Once the county/municipality processes our forms, an e-mail will be sent to you to authorize our lobbyist registration request. If by the third e-mail they do not receive your response, the request will be invalid and the $25 fee forfeited. Therefore, it is important you respond promptly to their authorization e-mail.

For Additional Information Please Visit:

http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Regulations.aspx

EXHIBIT “A”

TASK ORDER No. 381
WORK AUTHORIZATION #3

CONTINUING PROFESSIONAL SERVICES
(DESGIN BUILD Services)

THIS WORK AUTHORIZATION FOR CONTINUING PROFESSIONAL SERVICES (“Work Authorization”) is made on the day of_________, between the **Village of Palm Springs**, a Florida municipal corporation (“VILLAGE”) and **Clearspan Structures, LLC**., a **Contractor** authorized to do business in the State of Florida (“CONTRACTOR”).

1.0 Project Description:

The VILLAGE desires the CONTRACTOR to provide those services as identified herein for the Project. The Project is described in the CONTRACTOR’s Proposal, dated **July 6, 2026** and services are generally described as: **Design Development Services Phase of the Community Gathering Zone** (the “Project”).

2.0 Scope

Under this Task Order, the CONTRACTOR will provide the VILLAGE with **Design Development Services Phase of the Community Gathering Zone** for the Project as specified in the **CONTRACTOR’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 **120** 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 **Two Hundred Six Thousand One Hundred Dollars** (**$206,100.00)**. 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 CONTRACTOR is Seth Ford, phone (561-803-8100 ; email: sford@cssbuilds.com ; and, the Project Manager for the VILLAGE is Juan Ruiz, phone: 561-584-8200 ; email: jcruiz@vpsfl.org .

6.0 Progress Meetings

The CONTRACTOR 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 (**Design-Build** Services) based on RFQ#24-**2024R-003** between the VILLAGE and the CONTRACTOR, dated **November 14, 2024** ("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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. **381** as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: ___________________________________

____

ATTEST:

____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

____
Christy Goddeau, Village Attorney

CONTRACTOR:

By: _________________________________

Print Name: ________________________

Title: _______________________

[Corporate Seal]

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: Public Works

ITEM #8: Amended Community Development Block Grant (CDBG) Capital Improvement Agreement with PBC for FY26-27

SUMMARY: The Village of Palm Springs receives annual funding through the Palm Beach County Community Development Block Grant (CDBG) Program to support infrastructure improvements within the designated target area. For Fiscal Year 2026-2027, the Village has been awarded $142,079 for the Royal Palm Park Improvements Project, located at 3700 Davis Road. The project includes installation of new fencing, landscaping, a pavilion, an Americans with Disabilities Act (ADA)-accessible pathway, and a new park monument sign.

On July 23, 2026, the Village Council approved acceptance of the CDBG Capital Improvement Agreement and authorized execution of the grant agreement. Following Council approval, Palm Beach County revised the agreement to include language stating that grant funding is subject to the availability of appropriated funds. This is the only change to the agreement and does not affect the project scope, funding amount, budget, or the Village's responsibilities under the grant.

Staff recommends that the Village Council approve the amended CDBG Capital Improvement Agreement and authorize the appropriate officials to execute the revised agreement.

FISCAL IMPACT:
The project is funded through a CDBG Grant fund allocation in the amount of $142,079.

ATTACHMENTS:
1. Resolution No. 2026-17 CDBG Grant Acceptance
2. Royal Palm Park - site plan
3. 8-5-26 FINAL_PALM SPRINGS CDBG CAPITAL AGREEMENT FY26-27

RESOLUTION NO. 2026-17

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A FISCAL YEAR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CAPITAL IMPROVEMENT AGREEMENT WITH PALM BEACH COUNTY FOR ROYAL PALM PARK IMPROVEMENTS; AUTHORIZING THE MAYOR AND/OR HER DESIGNEE TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS NECESSARY FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has awarded the Village of Palm Springs **$142,079** in Community Development Block Grant (CDBG) funding for improvements to Royal Palm Park (“Project”); and

WHEREAS, the Project includes construction of a pavilion, playground improvements, ADA-compliant sidewalks, landscaping, fencing, site furnishings, monument signage, and related park improvements; and

WHEREAS, the Village Council finds that acceptance of the grant and execution of the Community Development Block Grant Capital Improvement Agreement serves a valid public purpose and is in the best interests of the Village by enhancing recreational amenities for Village residents.

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

Section 1. The “Whereas” clauses incorporated herein are true and correct finds of the Village Council and are hereby made operative provisions of this Resolution by reference.

Section 2. The Village Council approves the FY 2026-2027 Community Development Block Grant Capital Improvement Agreement with Palm Beach County to receive **$142,079** in grant funds for the Project.

Section 3. The Mayor or her designee is authorized to execute the Agreement and any related documents necessary to implement the grant, subject to review by the Village Attorney.

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	☐	☐	☐
JOHNNIE TIECHE, MAYOR PRO TEM	☐	☐	☐
KIM SCHMITZ, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this of August 20, 2026.

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


3401 2nd Ave N, Palm Springs, FL
Davis Rd
Davis Rd
Davis Rd
CLUSIA HEDGES
(6' HEIGHT)
New monument
sign
NEW ADA
PATHWAY
12'
12'
3700
NEW 4' BLACK
VINYL CHAIN
LINK
FENCING
HIP-ROOF
PAVILION
STRUCTURE
Google 100% Data attribution 12/4/2023
10 m
Camera: 87 m 26°37'18.92"N 80°05'47.68"W 3 m

CDBG CAPITAL IMPROVEMENT AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

VILLAGE OF PALM SPRINGS

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Village of Palm Springs**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **242 Cypress Lane, Palm Springs, FL 33461**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-26-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 **FY2026-2027** 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 **$142,079** ("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. DEFINITIONS

(A) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
(B) "**County**" means Palm Beach County.
(C) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.
(D) "**Federal Public Benefit**" means any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States, as defined in 8 USC 1611(c)
(E) "**HED Approval**" means the written approval of the HED Director or his designee.
(F) "**HED**" means Palm Beach County Department of Housing & Economic Development.
(G) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
(H) "**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.

(I) "**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., profit.

(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) "**Qualified Alien**" (as defined in (8 USC 1641) means an alien who, at the time the alien applies for, receives, or attempts to receive a Federal public benefit, is:

1. An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act,
2. An alien who is granted asylum under section 208 of such Act,
3. A refugee who is admitted to the United States under section 207 of such Act [8 U.S.C. 1157],
4. An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for a period of at least 1 year,
5. An alien whose deportation is being withheld under section 243(h) of such Act [8 U.S.C. 1253] (as in effect immediately before the effective date of section 307 of division C of Public Law 104–208) or section 241(b)(3) of such Act [8 U.S.C. 1231(b)(3)] (as amended by section 305(a) of division C of Public Law 104–208),
6. An alien who is granted conditional entry pursuant to section 203(a)(7) of such Act [8 U.S.C. 1153(a)(7)] as in effect prior to April 1, 1980,
7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980), or an individual who lawfully resides in the United States in accordance with a Compact of Free Association referred to in section 1612(b)(2)(G) of this title.

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

(M) "**Subrecipient**" means the **Village of Palm Springs,** a Subrecipient as defined in 2 CFR Parts 184 and 200.

(N) "**Unduplicated Individuals**" means an individual who is counted only once during a specific time frame, regardless of how many times that individual received a service during said time frame.

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 activities to be undertaken by the Subrecipient shall commence on **October 1, 2026** and be completed by **December 31, 2027** ("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

Capital Improvements

The Subrecipient certifies that the activities 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 Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(1)(i).

5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for funded activities as provided in Exhibit "A". The total amount to be paid by the County hereunder shall not exceed the maximum and total authorized sum of **$142,079**. 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, HED 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.

Reimbursements: All reimbursement requests received from the Subrecipient pursuant to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Agreement. Approved reimbursement requests will then be sent by County's representative to the County Finance Department for payment. Reimbursements will normally be paid within forty-five (45) days following the County representative's approval.

Vendor Self Service (VSS) Registration: In order to do business with the 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/subcontractors, Subrecipient shall ensure that all sub-consultants/subcontractors are registered as consultants/contractors in VSS. All subconsultant/sub-contractor agreements must include a contractual provision requiring that the sub-consultant/sub-contractor register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants/sub-contractors 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 HED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the HED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify HED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the HED 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) **ASSURANCE STATEMENT**

The Subrecipient, shall administer its grants in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. PRWORA states that non-citizens who are not Qualified Aliens are not eligible to receive any Federal Public Benefit, unless such service is specifically exempt per PRWORA.

(F) **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.

(G) **ADDITIONAL HED, COUNTY, AND HUD REQUIREMENTS**

HED 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 HED, 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 R2025-0748, 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, 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 R2025-0748, 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, 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. The project funded under this Agreement must comply with CDBG Criteria for national objectives as outlined in 24 CFR 570.208. **Upon request from HED, 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 HED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to HED, 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 HED, 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 County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-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, HED, 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 HED 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. **This subsection shall survive termination or expiration of this Agreement.**

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, as may be amended. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 200 and 184, 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 Order11478, 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 HED (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. TERMINATION AND SUSPENSION

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) **TERMINATION FOR CAUSE**

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) **TERMINATION FOR CONVENIENCE**
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) **TERMINATION DUE TO CESSATION**
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, modify or amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Modifications to performance timelines, except for the Expiration Date, may be approved by the HED Director or his designee by written notice. All other modifications to the Agreement, including the Expiration Date, shall be accomplished by amendment to the Agreement.

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:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Timothy J. Carey, Assistant County Attorney II
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, Public Works Director
Village of Palm Springs
242 Cyress 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 Terrorism Sectors List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in

Sudan List, Scrutinized Companies With Activities in The Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, this Agreement may be terminated at the option of the County.

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@PBC.GOV 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. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided. **Failure to comply with this subsection shall constitute a material breach of this Agreement.**

40. 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 HED will carry out periodic monitoring and evaluation of activities as determined necessary by HED 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 monitored by HED. **Substandard performance, as determined by HED, will constitute noncompliance with this Agreement**.

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

Upon request, HED 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 HED 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 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 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 HED 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 HED.

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 HED. 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 HED.

41. 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.

42. AVAILABILITY OF FUNDS

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 Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

43. ENTIRETY OF AGREEMENT

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___.

WITNESS:

SUBRECIPIENT:

VILLAGE OF PALM SPRINGS

____
Signature

By: ___________________________
Michael Bornstein, Village Manager

____
Name (type or print)

____
Signature

____
Name (type or print)

(Corporate Seal)

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,
Deputy County Administrator

Approved as to Form and
Legal Sufficiency

By: ___________________________
Timothy Carey,
Assistant County Attorney II

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

By:___________________________
Carlos R. Serrano,
Deputy Director

Z:\CDBG\FY 2026-27\CAPITAL IMPROVEMENT\PALM SPRINGS_Royal Palm PK Improvements\AGREEMENT\8-5-26 FINAL_PALM SPRINGS CDBG CAPITAL AGREEMENT FY26-27.docx

EXHIBIT "A"

CAPITAL IMPROVEMENT PROJECT
SCOPE OF WORK

A. PROJECT SCOPE: The scope of work for the **Royal Palm Park Improvements**, shall include, but not be limited to the installation of a new 12'x12' hip-roof pavilion, playground installation, site tables, ADA-compliant concrete walkways, landscaping, fencing and a new monument sign (Project). Improvements typical of public park improvement type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above Project. The scope of the herein improvements may be modified based on the availability of CDBG and/or other funds.

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

- The area in which the Improvements shall be constructed is located at **3700 Davis Road, Palm Springs, FL 33461**.

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.

B. BENEFICIARIES

The project shall meet the CDBG National Objective of benefitting Low- and Moderate- Income persons as an "Area-Benefit Activity" or Low/Moderate Income Area ("LMA"), per 24 CFR 570.208(a)(1)(i), for a period of not less than five (5) years after project completion.

The project is located in a HUD-designated Low/Moderate Income Area (LMA) service area and is within a Palm Beach County CDBG Target Area. The Project therefore meets the CDBG national objective of benefiting low- and moderate-income persons on an Area Benefit basis, as defined in 24 CFR 570.208(a)(1)(i). The County shall maintain documentation supporting the service area determination and the LMI percentage, consistent with HUD guidance on Area Benefit activities.

The Subrecipient shall ensure that the Project continues to serve the identified service area/intended beneficiaries throughout the required five (5) year period and shall notify the County in writing of any changes to project scope, service area, or use that may affect the national objective determination, during the five (5) year period after the completion or termination of this Agreement.

All documentation supporting the Area Benefit qualification shall be retained by Subrecipient for HUD monitoring and audit purposes in accordance with 2 CFR 200.334 and applicable HUD retention requirements.

C. PROFESSIONAL SERVICES: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the construction of the Project. 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 consultant services shall be paid for by the Subrecipient. <u>**Note**</u>: Eligible expenses for reimbursement under this Agreement, shall be for materials and/or construction costs <u>**only**</u> associated with the Project, unless otherwise indicated in writing.

D. <u>PROCUREMENT AND CONSTRUCTION</u>
The procurement process and contract award for all goods and services shall be in compliance with the Subrecipient's Procurement Code and 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:

<u>**NOTE: All construction work shall be included under one (1) contract**</u>. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for a competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals.

(1) The bid process shall not allow for any local procurement preferences with regard to contract award:

(a) The Subrecipient's advertisement for bid shall contain language noting: (1) the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, (2) Davis-Bacon and Related Acts and wage rates apply, (3) the advertisement shall include the need for participation by Section 3 businesses, the requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).

(b) Prior to issue of the advertisement for bid, HED may request that the Subrecipient submits to HED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

(c) Following the bid process, the Subrecipient shall submit a copy of the final bid package to HED including any addendums, documentation regarding all protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.

(d) Prior to the Subrecipient's first reimbursement, HED shall review the Subrecipient's bid process and contract award to determine compliance with all regulations applicable to CDBG funding and this Agreement.

(2) 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 "approved equal" equipment or materials may be accepted, and
(c) Identify the minimum requirements to establish equality.

(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, so that the extent of work awarded will result in a functioning facility in the opinion of HED.

(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, unless otherwise approved by HED.

(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 HED 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 HED, 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.

E. <u>SUBRECIPIENT SUBMISSION FOR REIMBURSEMENT</u>

(1) **<u>Total Reimbursement</u>**: The County agrees to disburse a total of **<u>$147,079</u>** in Grant Funds, on a reimbursement basis to the Subrecipient for all budgeted costs outlined per the Project Budget (Schedule "III") and permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, **<u>before the Effective Date of this Agreement</u>, nor shall Subrecipient request reimbursement for payments made <u>after the Expiration Date of this Agreement,</u>** and in no event shall the County provide advance funding to the Subrecipient or any contractors and/or subcontractors hereunder.

(2) **Reimbursement Requests**: The Subrecipient shall request reimbursements of funds from the County by submitting to HED proper documentation of expenditures for activities rendered toward the completion of the Scope of Work 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 HED. Each request for reimbursement submitted by the Subrecipient shall be accompanied by a letter on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document (Reference "R#") number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the authorized person making the request. Reimbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HED.

(3) **Proof of Payment**: Proof of payment for all eligible invoices shall be included with reimbursement requests sent to HED CIREIS Division for initial intake and approval, then submitted to the Palm Beach County Finance Department for payment and will be paid within **forty-five (45) days following the County representative's approval**.

(4) **Final Reimbursement**: The Subrecipient shall submit documentation for 100% of CDBG funds no later than the **"Final Reimbursement"** date as specified herein, provided that HED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that HED approves such payment.

F. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be as follows:

(1) Award Construction Contract by or before:	**February 28, 2027**
(2) Request 50% of CDBG funds from County by:	**July 15, 2027**
(3) Complete CDBG funded Items/Construction by:	**October 31, 2027**
(4) Request 100% CDBG funds ("Final Reimbursement") by:	**November 30, 2027**
(5) CDBG Capital Improvement Agreement Expiration Date:	**December 31, 2027**

(6) 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 or amended.

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.

G. 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.

H. DAVIS-BACON AND RELATED ACTS (DBRA)

The Davis-Bacon and Related Acts applies to contractor and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Davis-Bacon Act and Related Act requires that contractors and subcontractors must 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).
(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 HED 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 HED. **HED must approve release of retainage/final payment to Contractor**.

The Subrecipient shall provide to HED, certification that the project meets DBRA compliance and all workers have been paid in accordance with DBRA and all applicable federal requirements.

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

I. <u>BUILD AMERICA BUY AMERICA ACT (BABA)</u>

Subrecipient shall comply with the requirements of the Build America, Buy America Act (BABA), 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 fifty-five percent (55%) 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. **Subrecipient <u>must</u> complete and provide all documentation related to the BABA, as provided by HED**.

J. <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 utilizes 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, seven (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.

User Responsibilities

(1) Subrecipients, and its contractors/subs shall NOT 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 HED, 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 all 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.

Disclaimer of Warranties for LCRS

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. Errors or defects will be corrected.
(5) 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.

K. INSURANCE BY SUBRECIPIENT

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

If Subrecipient is not self-insured, Subrecipient 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 Subrecipient purchase excess liability coverage, Subrecipient agrees to include County as an Additional Insured.

Upon execution of the Agreement, the Subrecipient shall provide to HED, evidence of the following minimum insurance coverages:

(1) **Commercial General Liability**: Subrecipient shall maintain limit of liability insurance with minimum limits of **$1,000,000** combined single limit for property damage and bodily injury each occurrence.

(2) **Workers' Compensation Insurance & Employer's Liability**: This coverage shall be maintained by Subrecipient, in compliance with Chapter 440, Florida Statutes, as may be amended.

(3) **Professional Liability/Errors and Omissions**: Subrecipient shall maintain Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

(4) **Waiver of Subrogation**: Except where prohibited by law, Subrecipient 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 Subrecipient 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 Subrecipient enter into such an agreement on a pre-loss basis.

(5) **Certificates of Insurance**: Upon execution of this Agreement, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County or County's designated representative 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 Subrecipient shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Subrecipient of its liability and obligations under this Agreement.

(6) **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.

L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

Should Subrecipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Subrecipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Subrecipient's Contractor to maintain the required insurance shall be considered default of the Contract.

The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

Upon award of construction contract, the Subrecipient's Contractor shall provide to HED, evidence of the following minimum insurance coverage:

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

(a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include, **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.

(2) **Business Automobile Liability**: Insurance with minimum limits of **$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.

(3) **Workers' Compensation Insurance & Employer's Liability**: This coverage shall be maintained in compliance with Chapter 440, Florida Statutes, as may be amended.

(4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than **One Million Dollars ($1,000,000) per occurrence** providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars ($10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

(5) **Builders Risk**: (Required if Ground-up Construction) With respect to any of the work involving the construction of real property (buildings and other improvements) during the construction project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit.

Coverage shall be written on an all-risk, replacement cost, and completed value form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed $50,000, except for the peril of flood which will not exceed $500,000, nor shall a wind percentage deductible, when applicable, exceed five percent 5% of values at risk at time of loss subject to a $250,000 minimum.

Partial occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be begin prior to the notice to proceed and shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Subrecipient, Contractor and County mutually consent to the termination, whichever occurs first.

The Subrecipient and Contractor agree and understand the County shall not provide any Builders Risk insurance on behalf of Subrecipient, nor Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Subrecipient or Contractor. County shall be responsible for payment of any applicable deductible amounts, except to the extent the underlying loss or damage results from the fault, negligence or misconduct of Subrecipient or any of its contractors, vendors, officers, employee or agents whether or not covered by insurance, in which case Subrecipient shall be responsible for payment of the deductible amounts.

Should any of the work hereunder involve the hauling and/or rigging of property in excess of $500,000 or $250,000 in transit, Subrecipient’s Contractor shall procure and maintain all-risk transit or motor truck cargo insurance or a similar form of coverage insuring against physical damage or loss of property being transported, stored, moved, or handled by Contractor, or any subcontractors, pursuant to the terms of this Agreement, subject to the limits, terms and conditions set forth herein.

In the event that Contractor shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Subrecipient’s Contractor under this Agreement, if any, County shall have the right of injunction, or County may immediately terminate this Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Subrecipient and Contractor shall and does nevertheless indemnify, defend, protect and hold County harmless from any loss or damage incurred or suffered by County from Subrecipient or Contractor’s failure to maintain such insurance, subject to Contractor’s limitation on liability as set forth herein.

In the event of loss or damage, Subrecipient’s Contractor shall look solely to any insurance in its favor without making any claim against the County, and Subrecipient shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and Developer, for itself and its insurers, waives all such insured claims against the County.

In the event Subrecipient relies on Contractors for any services or activities related to this Agreement prior to Conveyance, the Contractors will agree to indemnity the County, will maintain same insurance requirements with the exception of Builder’s Risk insurance. Contractor will agree to the Waiver of Subrogation and will name Palm Beach County as an additional insured as required. Certificates of Insurance will be provided to County representative, prior to commencement of work.

(6) **Waiver of Subrogation**: Except where prohibited by law, Contractor 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 Contractor 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 Contractor enter into such an agreement on a pre-loss basis.

(7) **Certificates of Insurance**: Upon execution of the construction contract, renewal, within forty-eight (48) hours of a request by Subrecipient or County, and upon expiration of any of the required coverage throughout the term of Contract, the Prime Contractor shall deliver to the Subrecipient and/or County or County's designated representative, the Contractor's 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

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

(8) **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.

M. 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.

N. **CONSTRUCTION PAYMENT RETAINAGE**: Throughout the term of this Agreement, the Subrecipient shall withhold five percent (5%) retainage upon each progress draw, as the maximum percentage allowed by a public entity under Florida Statues § 255.078, for public construction contracts. 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 HED 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 prior to releasing retainage/final payment. **Subrecipient shall provide documentation to HED and receive approval for satisfaction of project requirements, prior to the Subrecipient releasing retainage/final payment to the Contractor.**

O. **REPORTS**: Upon request, the Subrecipient shall submit to HED a **Project Report** in the form provided as Schedule "I" to this Agreement, and/or any other forms as may be determined to be required by HED.

P. **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.

(4) Upon HED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by HED.

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

Q. **HUD SECTION 3 REQUIREMENTS**: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) and 24 CFR Part 75, as applicable 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 purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the 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.

(1) **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 (J): Required Use of the Labor Compliance Reporting System (LCRS).

(i) **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.

(2) **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:

Section 3 Clause

(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 by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, 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 those who are recipients of HUD assistance for housing.

Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, demolition or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

(ii) 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.

(iii) 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.

(iv) 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.

R. 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 HED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to HED 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 HED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to HED 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.

S. COUNTY RESPONSIBILITIES

(1) Provide funding for the above-specified improvements as described in the "Project Scope" (Exhibit "A"), during the term of this Agreement, in the amount of **$205,398**. 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, or as determined by HED.

(4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by HED, 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 HED on program activities.

(5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A' – Scope of Work, Section A. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE "I"

PROJECT REPORT

Reporting Period:	**Month**		**Year**	
Subrecipient/Participant:				
Project Name & Location:				
Agreement/ MOU & Date				
Revisions/ Amendments & Date				

A. Agreement/ MOU Expenditure Requirements (Cumulative)		
	$0.00	
50% benchmark	$0.00	
100% benchmark	$0.00	*Total DHED Funding Amount*

B. Reimbursement/Disbursement/Payment/Draw Requests

1. Enter information in the BLUE cells only.
2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.
3. In Column D, enter the actual amount that was requested.

A	B	C	D	E	F
Reporting Period	**Cumulative Requirement per Agreement**	**Amount Requested per month (Projected)**	**Amount Requested per month (Actual)**	**Cumulative Reimb Request (Actual)**	**Funding Balance Remaining**
Oct-26				0.00	0.00
Nov-26				0.00	0.00
Dec-26				0.00	0.00
Jan-27				0.00	0.00
Feb-27				0.00	0.00
Mar-27				0.00	0.00
Apr-27				0.00	0.00
May-27				0.00	0.00
Jun-27				0.00	0.00
Jul-27				0.00	0.00
Aug-27				0.00	0.00
Sep-27				0.00	0.00
Oct-27				0.00	0.00
Nov-27				0.00	0.00
Dec-27				0.00	0.00

PROJECT REPORT (CONT'D)

C. Amounts Budgeted/ Expended to date:				
Enter all funding sources for the project including non-DHED funds.				
Funding Source	**$ Budgeted**	**$ Expended**	**Percentage Expended**	**Requested for Reimbursement**
DHED Funds (Specify Program)	$0.00	$0.00		$0.00
Other Funds (Specify)				
Other Funds (Specify)				
Other Funds (Specify)				
Total	**$0.00**	**$0.00**		

D. Describe any changes in funding amounts or sources of funds.

E. Performance Requirements				
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.				
Benchmark	**Required Date**	**Projected Date**	**Actual Date**	**Benchmark Met Y/N**
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				
Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe any project planning/ schedule/ design/ procurement/ construction during this reporting period.

G. Report prepared by:		
Name:		**Signature:**
Phone:		
Date:		

Send report to: Project Coordinator, CIREIS Division
Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

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

ACBM:	Asbestos Containing Building Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
FRSA:	Florida Roofing Sheet Metal and Air Conditioning Contractors Association
HED:	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 and Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
RFCI:	Resilient Floor Covering Institute
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.

A. For Renovation Projects (projects which will be reoccupied):

(a) Point counting must be conducted for all regulated asbestos containing materials (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.

(b) Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)

(c) Joint compound shall be analyzed as a separate layer.

(d) 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)

B. For Demolition Projects:

(a) Point counting should be conducted for all RACM indicating 1% - 10% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. 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

(b) Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)

(c) All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.

(d) Roof materials shall be presumed to be asbestos containing.

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to HED 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 HED. A copy of the completed survey will be forwarded to the Subrecipient and PBCAC.

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 (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by HED <u>prior</u> to the removal, (such as asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from HED. HED will request the PBCAC to review and approve all exceptions.

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

(c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the HED and the PBCAC:

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

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

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

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation (OSHA), “Compliance requirements for renovation work involving material containing <1% asbestos”, dated 11/24/2003. The renovation contractor must submit a work plan to HED and PBCAC 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 any demolition activities. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile and mastic which is not intact, asbestos containing joint compound, asbestos cement panels/pipes/shingles (“transite”), etc.

NESHAP Category I non-friable materials, such as intact resilient floor tile and mastic and intact roofing materials, may be demolished with the structure, by implementing the proper engineering controls and using a demolition contractor. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. Any exceptions to these guidelines shall be requested through and approved by HED prior to the removal (such as asbestos containing roofs, transite pipe). Exceptions may be granted by HED prior to the removal, (i.e., asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from HED and the PBCAC. 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 HED upon request.

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

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

(c) If the Subrecipient requests HED to contract the asbestos abatement, HED will initiate the request through the PBCAC who will contract the asbestos abatement. HED 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) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to HED. HED will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.

2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become “not intact.”

3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspected asbestos materials that were not previously sampled and/or identified in the survey report, stop all renovation/demolition work that will have the potential to disturb the suspect materials and immediately notify HED.

IV. NESHAP NOTIFICATION

A. RENOVATION

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 any 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 lesser quantities, the Subrecipient (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least three (3) working days prior to the removal.
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 report to the renovation Contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP notification 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 any projects scheduled to be demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP notification 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 HED. HED shall provide a copy to the PBCAC. 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, September 1998, or current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), 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.

SCHEDULE "III"

PROJECT BUDGET

ORGANIZATION: Village of Palm Springs PROGRAM: CAPITAL IMPROVEMENTS - ROYAL PALM PARK IMPROVEMENTS FY 2026-2027 PALM BEACH COUNTY CDBG	CONTACT NAME: Felipe Lofaso TITLE: Director of Public Works PHONE: 561-301-7037

A. CAPITAL IMPROVEMENT PROJECT

No.	Deliverables	Quantity	Cost	PBC CDBG Funding	% Alloc to Program	Palm Springs Funding	% Alloc to Program	Other Funding	TOTAL
1	**Engineering & Design** (By Staff)	1	$0	$0	0%	$0	0%	$0	$0
2	**Construction :**								
	Mobilzation	1	$ 5,000.00	$0	0%	$5,000	100%	$0	$5,000
	Bonds and Insurance	1	$ 3,500.00	$579	16%	$2,921	84%	$0	$3,500
	Maintenance of Traffic	1	$ 2,500.00	$2,500	100%	$0	0%	$0	$2,500
	Remove and dispose Chain link fencing	350	$ 1,050.00	$1,050	100%	$0	0%	$0	$1,050
	Install new 4' height black vinyl chain link fencing w/ gate	350	$ 19,600.00	$19,600	100%	$0	0%	$0	$19,600
	New 6" concrete slab	16	$ 1,920.00	$1,920	100%	$0	0%	$0	$1,920
	New 4" concrete sidewalk	40	$ 4,000.00	$4,000	100%	$0	0%	$0	$4,000
	New 12'x12' hip roof pavilion w/ tables	1	$ 53,930.00	$53,930	100%	$0	0%	$0	$53,930
	Clusia hedges	170	$ 25,500.00	$25,500	100%	$0	0%	$0	$25,500
	Remove and replace St. Augustine sod	2800	$ 28,000.00	$28,000	100%	$0	0%	$0	$28,000
	New monument sign	1	$ 5,000.00	$5,000	100%	$0	0%	$0	$5,000
	Total Construction Cost Estimate		**$150,000.00**						
	Sub-Total			$142,079		$7,921		$0	$150,000
	TOTAL PROGRAM BUDGET			**$142,079**		**$7,921**		**$0**	**$150,000**

EXHIBIT "B"

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

Subrecipient shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced, as applicable.

1. **Equal Opportunity Requirements**.

Contractor/subcontractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), which requires all federally assisted construction contracts, to include the Equal Opportunity Clause, implementing regulations 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." which is incorporated herein by reference.

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

(a) The contractor/subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor/subcontractor 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, 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/subcontractor 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/subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor/subcontractor 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/subcontractor's legal duty to furnish information.

(d) The contractor/subcontractor 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 the agency contracting officer ,advising the said labor union or workers' representatives of the contractor/subcontractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor/subcontractor will furnish all information and reports 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, the contracting agency, 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/subcontractor's noncompliance with the nondiscrimination clauses of this Agreement 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/subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor/subcontractor 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 so that such provisions will be binding upon each subcontractor or vendor. The contractor/subcontractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor/subcontractor 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/subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Contracts in Excess of the Simplified Acquisition Threshold.**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor/subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

3. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractor/subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractor/subcontractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient must report all suspected or reported violations to the County or Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor/subcontractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subrecipient must report all suspected or reported violations to the County.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708**

Contractor/subcontractor shall comply with the Contract Work Hours and Safety Standards Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) 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 5 . Under 40 U.S.C. 3702 of the Act, each contractor/subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(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 and interest from the date of the underpayment. 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 $33 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 may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor/subcontractors, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor/subcontractors, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor/subcontractor liability for which the funds were withheld.

(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. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act, as amended (for contracts exceeding $150,000)**.

(a) Clean Air Act (Contracts in excess of $150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q.

(2) The contractor/subcontractor agrees to report each violation to County and the Regional Office of Environmental Protection Agency (EPA), 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/subcontractor 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/subcontractor 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. 1251-1387 as amended.

(2) The contractor/subcontractor agrees to report each violation to the County and the Regional Office of Environmental Protection Agency (EPA), 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/subcontractor 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.

6. Debarment and Suspension (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/subcontractor is required to verify that none of the contractor/subcontractor, 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).

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The contractor/subcontractor 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/subcontractor 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/subcontractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

7. **<u>Byrd Anti-Lobbying Amendment</u> 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).**

Contractors/subcontractors 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 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 must 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/subcontractors sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

8. **<u>Recovered Materials.</u>**

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor/subcontractor shall make maximum use of recommended practices and 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/subcontractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. <u>Prohibition on Contracting for Covered Telecommunications Equipment or Services.</u>

(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.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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 prohibits the head of an executive agency or 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 contractor/subcontractors 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/subcontractor 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/subcontractor is notified of such by a subcontractor at any tier or by any other source, the contractor/subcontractor 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/subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days 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/subcontractor 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/subcontractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

10. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subcontractors and subrecipient 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "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.

(2) "**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.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

11. Notice of County Reporting Requirements.

(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/subcontractor is aware of these reporting requirements, as the County may require the contractor/subcontractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor/subcontractor 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.

(c) 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/subcontractor shall comply with any and all reporting requirements.

12. **Records Requirements**.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor/subcontractor 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, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) 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; and

(c) 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/subcontractor 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.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor/subcontractor 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/subcontractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor/subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. **Compliance with Federal Laws.** This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor/subcontractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

14. **False Statements.** The Contractor/subcontractor 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.

15. **No Obligation by the U.S. Government.** The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor/subcontractor, the County or any third party resulting from the performance of this Agreement.

16. **Increasing Seat Belt Use in the United States.** County encourages the Contractor/subcontractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

17. **Reducing Text Messaging While Driving.** County encourages the Contractor/subcontractor to adopt and enforce a policy that bans text messaging while driving.

18. **Title VI of the Civil Rights Act of 1964.** The Contractor/subcontractor 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/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

19. **Affirmative Socioeconomic Steps**. If subcontracts are to be let, the Contractor/subcontractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

20. **Reimbursement**: 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.

SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND 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: **242 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: August 20, 2026

DEPARTMENT: Finance

ITEM #11: *(Second Reading)* Proposed Ordinance No. 2026-01 — Add 5 Year DROP General Employee Pension Plan *(THIS ITEM IS A CONTINUATION FROM THE MAY 14, 2026, COUNCIL MEETING)*

SUMMARY: An Ordinance of the Village of Palm Springs amending Article VI, Division 7, Chapter 34 of the Village of Palm Springs, entitled General Employees' Pension Plan, amending Section 34-892 to provide for pension contributions by DROP members; deferred retirement option plan to provide for a five (5) year DROP; providing for codification, conflict, severability, and an effective date.

The General Pension Plan Ordinance needs to be amended to reflect negotiated changes to the pension plan regarding the addition of a five (5) year DROP participation period.

- DROP accounts earn interest compounded monthly at an effective annual rate of 4%.
- Retirement benefits paid into DROP are also increased by the 3% annual cost-of-living adjustment (COLA) each October 1st.
- Upon termination of employment, the proceeds of the DROP account will be distributed in one of three ways:
    - By a lump-sum payment;
    - By direct rollover, or
    - By a combined partial lump-sum payment and rollover.
- If the Employee should die while in DROP, their designated beneficiary would be eligible to receive their accumulated DROP benefits.
    - Depending on the benefit option you selected, your beneficiary may also be eligible to receive a continuing monthly benefit.
    - Or, if their beneficiary does not qualify for a continuing benefit, and the benefits deposited in their DROP account add up to less than any employee contributions they may have made (including amounts they may have paid to upgrade service or buy service credit), their beneficiary may receive a refund of the difference.
    - However, because the employee retired upon entering DROP, they are not eligible for disability benefits.

Note: Following the first reading, a minor amendment was made to clarify that elected officials were eligible for the DROP and considered employees for the purposes of this pension plan. In addition, SEIU ratified the DROP under an MOU, which is also being approved on this agenda.

This change is administrative in nature and does not alter the proposed or the effective date of the ordinance.

The Village Council approved Ordinance No. 2026-01 on First Reading at the May 14, 2026, Meeting. Ordinance No. 2026-01 is being presented to Council for the Second and Final Reading and approval.

FISCAL IMPACT:
Per the actuarial study provided, this Ordinance will not impact the cost of the Plan.

ATTACHMENTS:
1. Ordinance DROP FINAL from L. Donlon 5.4.2026

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ORDINANCE NO. 2017-26 ADOPTED OCTOBER 12, 2017; AMENDING SECTION 46, PROVIDING FOR CREATION OF A DEFERRED RETIREMENT OPTION PROGRAM; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village") has adopted and maintained a General Employees' Pension Fund, cited as the "General Employees' Pension Plan" ("Plan"); and

WHEREAS, Ordinance No. 2017-26 was previously amended by Ordinance Nos. 2020-27 and 2022-04; and

WHEREAS, the Village Council desires to create a Deferred Retirement Option Program within the Plan; and

WHEREAS, the Village has determined that such amendments serve a valid public purpose and promote the health, safety, and welfare.

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

Section 1. The foregoing recitals are adopted herein as true and correct findings of fact and conclusions of law of the Village Council.

Section 2. Ordinance No. 2017-26 is amended to create a new Section 46 as follows (underlined language is added):

Section 46. Deferred Retirement Option Program ("DROP") for Employees.

a. Effective ________________, a deferred retirement option plan ("DROP") is established for eligible Participants, as provided in this section. DROP, is a program under which an eligible Participant of the Plan may elect to participate, deferring receipt of retirement benefits while continuing employment with the Village, as more fully described herein. The deferred monthly benefits shall accrue in the Plan on behalf of the Participant, plus interest compounded monthly, for the specified period of the DROP participation, as provided herein. Upon termination of employment, the Participant shall receive the total DROP benefits and begin to receive the previously determined normal retirement benefits. Participation in the DROP does not guarantee employment for the specified period of DROP.

b. Eligibility and participation.

(1) A Participant shall be eligible to participate in the DROP provided the Participant is an Employee as defined in Section 7, rather than an Elected Officer, upon attaining the normal retirement date as defined in Section 18(a).

(2) A Participant's election to participate in DROP shall be irrevocable. A Participant must submit an irrevocable written DROP election on a form provided by the Village prior to entering the DROP. A Participant who elects to enter the DROP must also submit an irrevocable letter of resignation stating the anticipated employment termination date, not to exceed sixty (60) months from the Participant's DROP entry date.

(3) An eligible Participant may participate in DROP for a maximum of sixty (60) months, or until the Participant sooner dies, retires or terminates employment. A Participant who elects to participate in the DROP may elect to terminate DROP Participation and Village employment sooner than the maximum DROP period, with thirty (30) days' advance written notice to the Village.

(4) DROP participation is final and may not be canceled by the participant after the first payment is credited during the DROP participation period. However, participation in DROP does not alter the Participant's employment status, and the Participant is not deemed retired from employment until his or her deferred resignation is effective and termination occurs.

(5) The amount of credited service and final average salary shall freeze as of the date of entry into the DROP.

c. DROP program features

(1) The effective date of DROP participation shall be the first day of the month selected by the Participant to begin participation in DROP, provided such date is properly established, on forms required by the Village and as approved by the Village.

(2) Effective on the date of DROP participation, the Participant's initial normal monthly benefit, including creditable service, optional form of payment, average final compensation, and the effective date of retirement are fixed.

(3) An eligible Participant who elects to participate in the DROP will be considered to have retired for purposes of the Plan. The Participant's monthly retirement benefit, determined in accordance with the Participant's election of Option 1,2, 3, or 4 set forth in Section 18(b), will be paid into his or her DROP account every month during the DROP period. No Participant contributions shall be required after a participant enters the DROP, and the Participant will not accrue any additional vesting credits, service or additional benefits under

the plan after entering the DROP, other than cost-of-living adjustments as provided in Section 19, if applicable.

(4) Although individual DROP accounts may not be established, a separate accounting of each Participant's accrued benefits under DROP shall be calculated and provided to the Participant.

(5) Participants electing to enroll in DROP remain employees of the Village subject to the terms and conditions within the Village's Employment Regulations as amended from time to time and are not paid out any accrued and unused personal leave time (PLT) at the time of enrolling in DROP.

(6) A Participant who elects to participate in the DROP shall not be eligible for preretirement death benefits (Section 21) under the Plan after entry into the DROP.

(7) During a Participant's participation in the DROP, the Participant's monthly retirement benefit will be paid into the DROP account. A participant's DROP account will earn interest at an annualized rate equal to four percent (4%), compounded monthly, on the prior month's accumulated ending balance, however, that should the Plan's net investment return be negative, DROP accounts shall be credited with zero (0) return. Any such interest earnings occur. up to the month of termination or death.

(8) Within thirty (30) days following a DROP Participant's termination of Village employment or death, the Participant, or in the event of the Participant's death the Participant's designated beneficiary shall receive the Participant's entire DROP account balance, which shall be distributed to the Participant (or in the event of the Participant's death to the Participant's designated beneficiary or, in the event no beneficiary was named, to the Participant's estate), in a cash lump sum, unless the Participant or Participant's designated beneficiary elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant or Participant's designated beneficiary in a direct rollover, or a combination of partial lump sum payment and partial direct rollover ("Partial lump sum"). In the unlikely event of any delay in distribution of the Participant's DROP account balance within thirty (30) days following the Participant's termination of Village employment or death, the DROP account shall be maintained but shall not earn interest. Any form of payment selected by a Participant or Participant's designated beneficiary must comply with the minimum distribution requirements of section 401(A)(9) of the Internal Revenue Code as amended from time to time. The terms of this Section (c)(8) shall apply to the beneficiary designated by the Participant's beneficiary in the event the Participant's beneficiary predeceases the date of distribution. The forms of payment from which the election must be made are as follows:

(a) Lump Sum - All accrued DROP benefits, plus interest, less withholding taxes remitted to the Internal Revenue Service, shall be paid to the DROP participant or surviving beneficiary.

(b) Direct rollover.—All accrued DROP benefits, plus interest, shall be paid from DROP directly to the custodian of an eligible retirement plan as defined in section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in section 402(c)(9) of the Internal Revenue Code.

(c) Partial lump sum.—A portion of the accrued DROP benefits shall be paid to DROP participant or surviving spouse, less withholding taxes remitted to the Internal Revenue Service, and the remaining DROP benefits must be transferred directly to the custodian of an eligible retirement plan as defined in section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in section 402(c)(9) of the Internal Revenue Code. The proportions must be specified by the DROP participant or surviving beneficiary.

(9) If a DROP Participant dies before his or her DROP account is distributed, the Participant's designated beneficiary shall have the same rights as the Participant with respect to the distribution of the DROP account. If the Participant has not designated a beneficiary, the DROP account balance shall be paid to the Participant's estate.

d. Death benefits under DROP

(1) Upon the death of a DROP participant, the named beneficiary is entitled to receive the accrued benefits in DROP as provided in Paragraph (c)(9).

(2) The normal retirement benefit accrued to DROP during the month of a Participant's death is the final monthly benefit credited for such DROP participant.

e. 415 limitations. All benefit payments and accruals under the DROP shall be in accordance with subsection 415(b) of the Internal Revenue Code and all regulations thereunder, to the extent applicable, which subsections and regulations are incorporated herein by reference.

f. The accrued benefits of any DROP participant, and any contributions accumulated under the program, are not subject to assignment, execution, attachment, or any legal process except for domestic relations court orders, income deduction orders as provided in Florida Statute section 61.1301, and federal income tax levies.

g. Forfeiture of retirement benefits.—This section does not remove DROP participants from the scope of s. 8(d), Art. II of the State Constitution and Florida Statute Section 112.3173. DROP participants who commit a specified felony offense while employed are subject to forfeiture of all retirement benefits, including DROP benefits, pursuant to those provisions of law.

h. The Powers and Duties of Trustees as set forth in Section 12 are applicable to this Deferred Retirement Option Program ("DROP") for Employees.

Section 4. Repeal of Conflicting Ordinances. All Ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. Effective Date. This Ordinance shall become effective upon adoption.

Council Member ________________________, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member ______________________, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
JOHNNIE TIECHE, MAYOR PRO TEM	☐	☐	☐
KIM SCHMITZ, 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, the _____ day of _______________, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_________________________________
BEV SMITH, MAYOR

First Reading:___________________

Second Reading:________________

ATTEST:

BY: ____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: ____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: HR Department

ITEM #12: Memorandum of Understanding (MOU) with Service Employees International Union/Florida Public Services Union (SEIU/FPSU) — Deferred Retirement Option Plan (DROP) for General Employee Pension.

SUMMARY: The proposed Memorandum of Understanding (MOU) between the Village of Palm Springs and Service Employees International Union/Florida Public Services Union (SEIU/FPSU) establishes mutually agreed-upon terms related to participation in the Deferred Retirement Option Plan (DROP) for the General Employee Pension.

The agreement clarifies eligibility requirements, participation procedures and administrative provisions necessary for implementation and ongoing management of the program.

An Ordinance of the Village of Palm Springs amending Article VI, Division 7, Chapter 34 of the Village of Palm Springs, entitled General Employees' Pension Plan, amending Section 34-892 to provide pension contributions by DROP members; deferred retirement option plan to provide for a five (5) year DROP; providing for codification, conflict, severability, and an effective date.

The MOU provides a clear framework for DROP participation while ensuring consistency with applicable labor agreements.

The MOU is being presented for Council Approval and has been ratified by the union on July 31, 2026.

FISCAL IMPACT:

Per the actuarial study provided, this Ordinance will not impact the cost of the Plan.

ATTACHMENTS:

1. VOPS-MOU Signature SEIU FPSU
2. Exhibit A Ordinance DROP with Elected Officials FINAL CLEAN (2)

MEMORANDUM OF UNDERSTANDING

by and between the

Service Employees International Union/Florida Public Services Union

and the

VILLAGE OF PALM SPRINGS

WHEREAS, the Service Employees International Union/Florida Public Services Union ("SEIU") and the Village of Palm Springs ("Village") have agreed to a modification to the general employee pension plan to include a Deferred Retirement Option Program ("DROP").

WHEREAS, SEIU and the Village agree that it is in the best interest of both parties to amend the pension ordinance to include certain DROP provisions as outlined in attached Exhibit "A," subject to the Village Council's adoption of such amendments to the ordinance.

THEREFORE, it is AGREED that the employees covered by the collective bargaining agreement with SEIU desire to have staff present the attached draft ordinance amendments to the Village Council for consideration and adoption.

The effective date of this ordinance shall be the date on which it is approved by the Village Council at second reading.

FOR THE VILLAGE:

____
Signature

____
Print Name

____
Date

Ratified by the Village on the ____ day of _______________, 2026

Attest:__________________________

FOR SEIU:

Signature

Irwin Cineus
Print Name

7/27/2026
Date

Ratified by SEIU on the ____ day of _______________, 2026

Attest:__________________________

EXHIBIT A

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ORDINANCE NO. 2017-26 ADOPTED OCTOBER 12, 2017; AMENDING SECTION 46, PROVIDING FOR CREATION OF A DEFERRED RETIREMENT OPTION PROGRAM; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village") has adopted and maintained a General Employees' Pension Fund, cited as the "General Employees' Pension Plan" ("Plan"); and

WHEREAS, Ordinance No. 2017-26 was previously amended by Ordinance Nos. 2020-27 and 2022-04; and

WHEREAS, the Village Council desires to create a Deferred Retirement Option Program within the Plan; and

WHEREAS, the Village has determined that such amendments serve a valid public purpose and promote the health, safety, and welfare.

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

Section 1. The foregoing recitals are adopted herein as true and correct findings of fact and conclusions of law of the Village Council.

Section 2. Ordinance No. 2017-26 is amended to create a new Section 46 as follows:

Section 46. Deferred Retirement Option Program ("DROP") for Employees.

a. The Effective date of this ordinance shall be the date on which it is approved by the Village Council at second reading, a deferred retirement option plan ("DROP") is established for eligible Participants, as provided in this section. DROP, is a program under which an eligible Participant of the Plan may elect to participate, deferring receipt of retirement benefits while continuing employment with the Village, as more fully described herein. The deferred monthly benefits shall accrue in the Plan on behalf of the Participant, plus interest compounded monthly, for the specified period of the DROP participation, as provided herein. Upon termination of employment, the Participant shall receive the total DROP benefits and begin to receive the previously determined normal retirement benefits. Participation in the DROP does not guarantee employment for the specified period of DROP.

b. Eligibility and participation.

(1) A Participant shall be eligible to participate in the DROP provided the Participant is an Employee or a “Member or Participant” as defined in Section 7, which includes certain Elected Officers, upon attaining the normal retirement date as defined in Section 18(a).

(2) A Participant’s election to participate in DROP shall be irrevocable. A Participant must submit an irrevocable written DROP election on a form provided by and submitted to the Village’s third party administrator prior to entering the DROP. A Participant who elects to enter the DROP must also submit an irrevocable letter of resignation to the third party administrator stating the anticipated employment termination date, not to exceed sixty (60) months from the Participant’s DROP entry date.

(3) An eligible Participant may participate in DROP for a maximum of sixty (60) months, or until the Participant sooner dies, retires or terminates employment. A Participant who elects to participate in the DROP may elect to terminate DROP Participation and Village employment sooner than the maximum DROP period, with thirty (30) days’ advance written notice to the Village.

(4) DROP participation is final and may not be canceled by the participant after the first payment is credited during the DROP participation period. However, participation in DROP does not alter the Participant’s employment status, and the Participant is not deemed retired from employment until his or her deferred resignation is effective and termination occurs.

(5) The amount of credited service and final average salary shall freeze as of the date of entry into the DROP.

c. DROP program features

(1) The effective date of DROP participation shall be the first day of the month selected by the Participant to begin participation in DROP, provided such date is properly established, on forms required by the Village and as approved by the Village.

(2) Effective on the date of DROP participation, the Participant’s initial normal monthly benefit, including creditable service, optional form of payment, average final compensation, and the effective date of retirement are fixed.

(3) An eligible Participant who elects to participate in the DROP will be considered to have retired for purposes of the Plan. The Participant's monthly retirement benefit, determined in accordance with the Participant’s election of Option 1,2, 3, or 4 set forth in Section 18(b), will be paid into his or her DROP account every month during the DROP period. No Participant contributions shall be required after a participant enters the DROP, and

the Participant will not accrue any additional vesting credits, service or additional benefits under the plan after entering the DROP, other than cost-of-living adjustments as provided in Section 19, if applicable.

(4) Although individual DROP accounts may not be established, a separate accounting of each Participant’s accrued benefits under DROP shall be calculated and provided to the Participant.

(5) Participants electing to enroll in DROP remain employees of the Village subject to the terms and conditions within the Village’s Employment Regulations as amended from time to time and are not paid out any accrued and unused personal leave time (PLT) at the time of enrolling in DROP.

(6) A Participant who elects to participate in the DROP shall not be eligible for preretirement death benefits (Section 21) under the Plan after entry into the DROP.

(7) During a Participant's participation in the DROP, the Participant's monthly retirement benefit will be paid into the DROP account. A participant's DROP account will earn the actual earnings of the plan up to an annualized rate of four percent (4%), compounded quarterly, on the prior quarter’s accumulated ending balance, however, should the Plan's net investment return be negative in any quarter, DROP accounts shall be credited with zero (0) return for that quarter. Any such interest earnings shall be prorated based upon a member’s actual withdrawal date. The third party administrator shall issue quarterly statements.

(8) Within thirty (30) days following a DROP Participant's termination of Village employment or death, the Participant, or in the event of the Participant's death the Participant's designated beneficiary shall receive the Participant's entire DROP account balance, which shall be distributed to the Participant (or in the event of the Participant's death to the Participant's designated beneficiary or, in the event no beneficiary was named, to the Participant’s estate), in a cash lump sum, unless the Participant or Participant’s designated beneficiary elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant or Participant’s designated beneficiary in a direct rollover, or a combination of partial lump sum payment and partial direct rollover (“Partial lump sum”). In the unlikely event of any delay in distribution of the Participant's DROP account balance within thirty (30) days following the Participant's termination of Village employment or death, the DROP account shall be maintained but shall not earn interest. Any form of payment selected by a Participant or Participant’s designated beneficiary must comply with the minimum distribution requirements of section 401(A)(9) of the Internal Revenue Code as amended from time to time. The terms of this Section (c)(8) shall apply to the beneficiary designated by the

Participant's beneficiary in the event the Participant's beneficiary predeceases the date of distribution. The forms of payment from which the election must be made are as follows:

(a) Lump Sum - All accrued DROP benefits, plus interest, less withholding taxes remitted to the Internal Revenue Service, shall be paid to the DROP participant or surviving beneficiary.

(b) Direct rollover.—All accrued DROP benefits, plus interest, shall be paid from DROP directly to the custodian of an eligible retirement plan as defined in section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in section 402(c)(9) of the Internal Revenue Code.

(c) Partial lump sum.—A portion of the accrued DROP benefits shall be paid to DROP participant or surviving spouse, less withholding taxes remitted to the Internal Revenue Service, and the remaining DROP benefits must be transferred directly to the custodian of an eligible retirement plan as defined in section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in section 402(c)(9) of the Internal Revenue Code. The proportions must be specified by the DROP participant or surviving beneficiary.

(9) If a DROP Participant dies before his or her DROP account is distributed, the Participant's designated beneficiary shall have the same rights as the Participant with respect to the distribution of the DROP account. If the Participant has not designated a beneficiary, the DROP account balance shall be paid to the Participant's estate.

d. Death benefits under DROP

(1) Upon the death of a DROP participant, the named beneficiary is entitled to receive the accrued benefits in DROP as provided in Paragraph (c)(9).

(2) The normal retirement benefit accrued to DROP during the month of a Participant's death is the final monthly benefit credited for such DROP participant.

e. 415 limitations. All benefit payments and accruals under the DROP shall be in accordance with subsection 415(b) of the Internal Revenue Code and all regulations thereunder, to the extent applicable, which subsections and regulations are incorporated herein by reference.

f. The accrued benefits of any DROP participant, and any contributions accumulated under the program, are not subject to assignment, execution, attachment, or any legal process except for domestic relations court orders, income deduction orders as provided in Florida Statute section 61.1301, and federal income tax levies.

g. Forfeiture of retirement benefits.—This section does not remove DROP participants from the scope of s. 8(d), Art. II of the State Constitution and Florida Statute Section 112.3173. DROP participants who commit a specified felony offense while employed are subject to forfeiture of all retirement benefits, including DROP benefits, pursuant to those provisions of law.

h. The Powers and Duties of Trustees as set forth in Section 12 are applicable to this Deferred Retirement Option Program ("DROP") for Employees.

Section 4. Repeal of Conflicting Ordinances. All Ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. Effective Date. This Ordinance shall become effective upon adoption.

Council Member ________________________, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member ______________________, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	ϒ	ϒ	ϒ
KIM SCHMITZ, VICE MAYOR	ϒ	ϒ	ϒ
GARY READY, MAYOR PRO TEM	ϒ	ϒ	ϒ
PATTI WALLER, COUNCIL MEMBER	ϒ	ϒ	ϒ
JOHNNIE TIECHE, COUNCIL MEMBER	ϒ	ϒ	ϒ

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _______________, 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_________________________________
BEV SMITH, MAYOR

First Reading:___________________

Second Reading:________________

ATTEST:

BY: ____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: ____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: August 20, 2026

DEPARTMENT: Planning, Zoning & Building

ITEM #13: (Quasi-Judicial Hearing) Resolution No. 2026-07- Approve Proposed Mural Permit Application — Haven Health Management - 2925 10th Avenue North

SUMMARY: KMG Holdings LLC (property and business owner) is requesting approval of a permit to paint a (1) mural sign to paint the art of the company's official logo, a stylized and abstract floral design composed of four petal-like shapes in red, yellow, teal and light blue on the east of the building located at 2925 10th Avenue North, which is visible from the public right-of-way.

Note: the business "Haven Health Management," located on the property, is an administrative office building that borders 10th Avenue North and Summer Street.

Currently, the property is developed as a 28,092 square foot commercial structure located on the northwest corner of 10th Avenue North and Summer Street. The applicant proposes a mural on the east facade facing Summer Street right-of-way.

The proposed mural is displayed on the central facade of the building, featuring the company's official logo, a stylized and abstract floral design that will serve as a visual representation of the organization's identity and values.

- The east elevation of the building: 529.49 square feet is proposed, which represents 9% of the building's east facade.

The Village's Code, Section 34-295 Mural permits; purpose; application; review; issuance; fees; provides that the Village Council will review a mural permit application based on the following:

1. The mural will enhance the aesthetic beauty of the area and is compatible (in terms of size, location, design, etc.) with the structure on which it will be displayed as well as the surrounding neighborhood.
2. The mural has balance, order, symmetry, and harmony in the design.
3. The material will not require excessive maintenance by its owner.
4. There are no more than two (2) murals on the premises, and the size of each is not greater than 550 square feet.
5. There are no other murals within 1,000 feet of the proposed art forms.
6. The proposed mural is located within a commercial zone district.

Note: The proposed mural was painted by Cody Parker with an exterior UV clear coat and lifetime warranty hold. This premium quality and protective, durable finish resists fading, cracking, peeling, and the formation of mildew on the surface. Regular maintenance is key.

The Staff recommends approval of the proposed murals. However, due to the sun and the humid conditions that we consistently experience in southeastern Florida, the Planning, Zoning, and Building Department staff recommends that all mural permits be conditioned as follows:

The mural(s) shall be maintained in good condition.

Graffiti, denaturation, cracking, color change, and/or fading, as determined by the Police Chief and/or the Planning, Zoning & Building Director, shall require immediate restoration or removal of the artwork within 30 days of written notice from the Village.

Note: If approved, the Village would have the authority to rescind the mural permit and require the applicant to either maintain and/or remove the murals through code enforcement proceedings, if they are not maintained in accordance with the proposed mural permit.

FISCAL IMPACT:
The proposed murals do not have a direct fiscal impact on the Village.

ATTACHMENTS:
1. Proposed Resolution No. 2026-07 Haven Health
2. Mural Elevation and Paint Codes
3. Previous Mural by Cody Parker Murals

RESOLUTION NO. 2026-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A MURAL PERMIT FOR KMG HOLDINGS LLC AT 2925 10TH AVENUE NORTH, SUBJECT TO CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, KMG Holdings LLC has applied for a permit to paint a mural featuring the company's abstract floral logo on the east side of the building at 2925 10th Avenue North; and

WHEREAS, the proposed mural is compatible with the structure and the surrounding neighborhood, enhances the area's aesthetic beauty, and meets the requirements of Village Code Section 34-295; and

WHEREAS, the Planning, Zoning, and Building Department staff recommend approval with conditions to ensure proper maintenance given the climate of southeastern Florida; and

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

WHEREAS, the Village Council finds approving the application for the proposed mural is in the best interests of the Village and serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated into this Resolution as true and correct findings of the Village Council and deemed operative provisions of this Resolution.

Section 2. The application by KMG Holdings LLC for a mural at 2925 10th Avenue North, as described in the staff report, is hereby approved subject to the following conditions:

a. The mural must be maintained in good condition.

b. Any graffiti, damage, or fading must be repaired, or the mural removed, within 30 days of written notice from the Village.

c. Failure to maintain the mural as required may result in revocation of the permit and required removal through code enforcement.

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	☐	☐	☐
KIM SCHMITZ, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JOHNNIE TIECHE, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this **August 20, 2026**.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: ________________________________
BEV SMITH, MAYOR

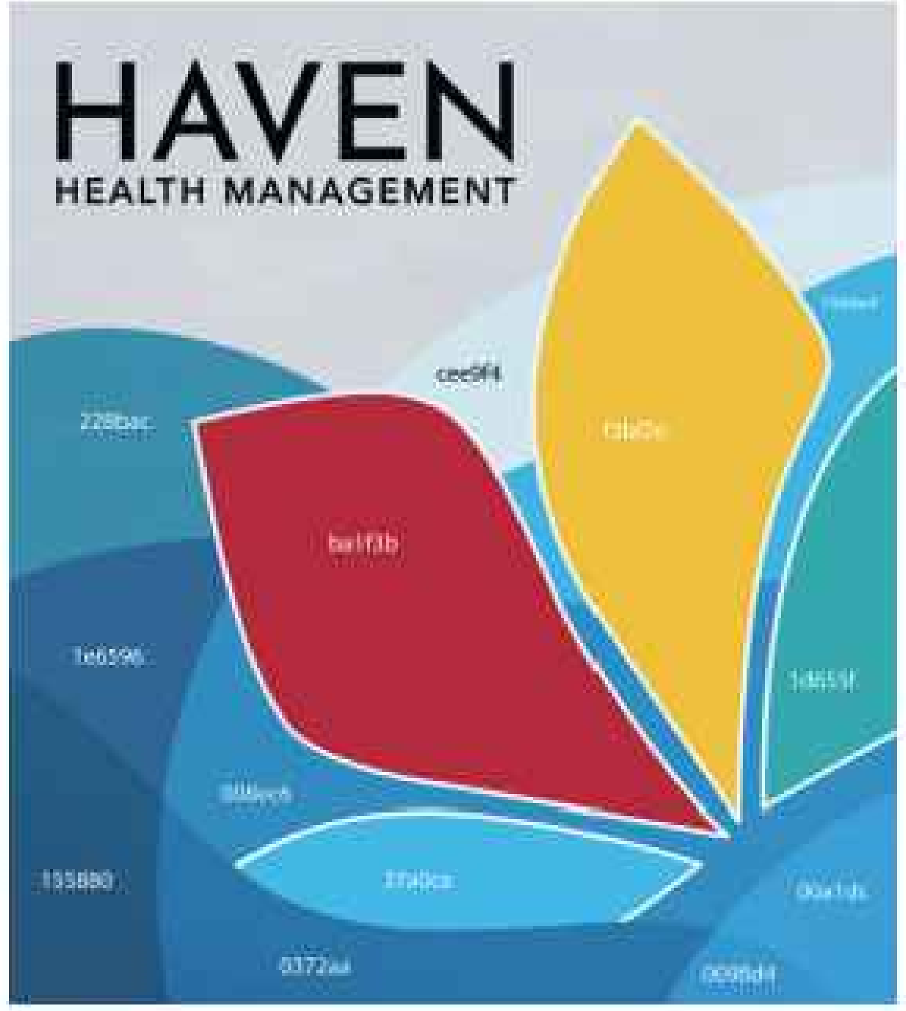
ATTEST:

BY: ______________________________________
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: ____
CHRISTY GODDEAU, VILLAGE ATTORNEY

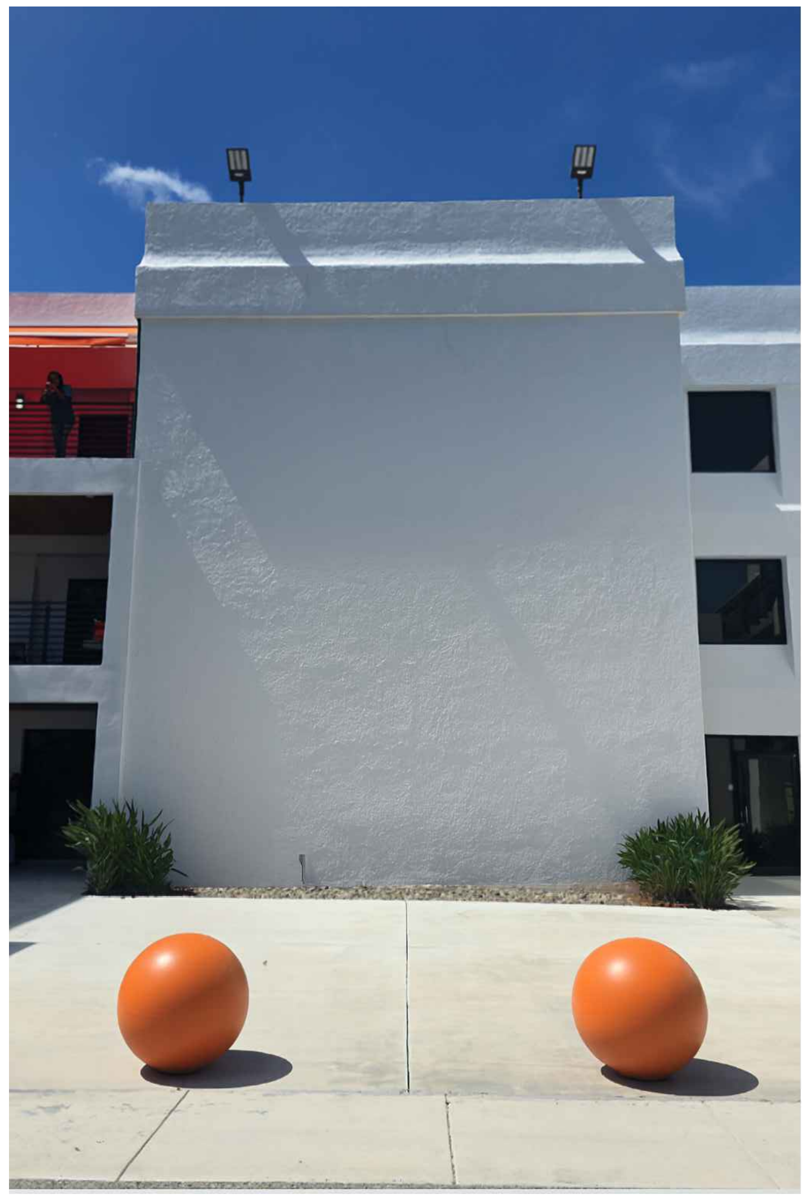
Mural Design / Dimensions



Mural Paint Codes

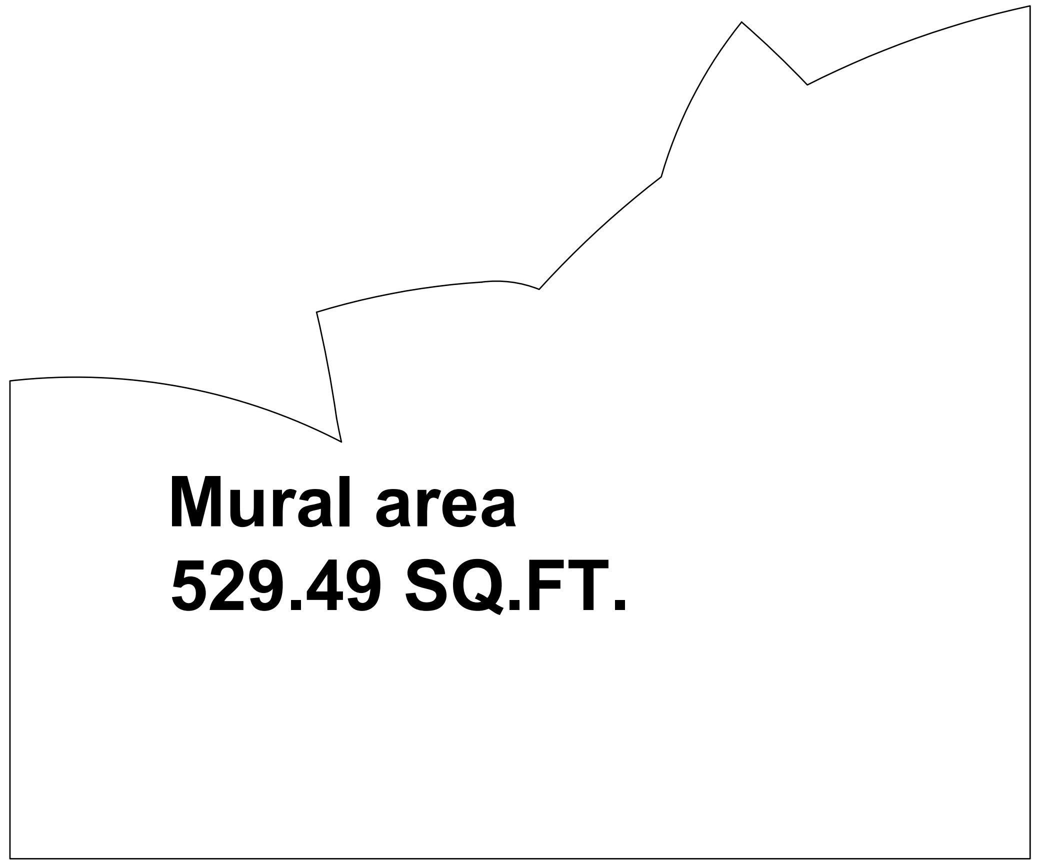
Mural Paint Codes schedule

Area / Element	Color Code	Color
Red Petal	ba1f3b	
Yellow Petal	f3bf26	
Teal Petal	1d655f	
Light Blue Petal	37a0ce	
Background Blue (Darkest)	155880	
Background Blue (Medium)	1e6596	
Background Blue (Light)	228bac	
Accent Blue (Darkest)	0372aa	
Accent Blue (Mid-tone)	008ec6	
Accent Blue (Light)	15bc4	
Accent Blue (Lightest)	cee9f4	
Right corner upper	00a1dc	
Right corner lower	0098d4	



Before Mural

After Mural



Project Name:
Haven Health Management

Project address :
2925 10th Ave N, Palm Springs, FL 33461

Description:

Date:
12/09/25

Drawing Name:
Mural Design

Scale :

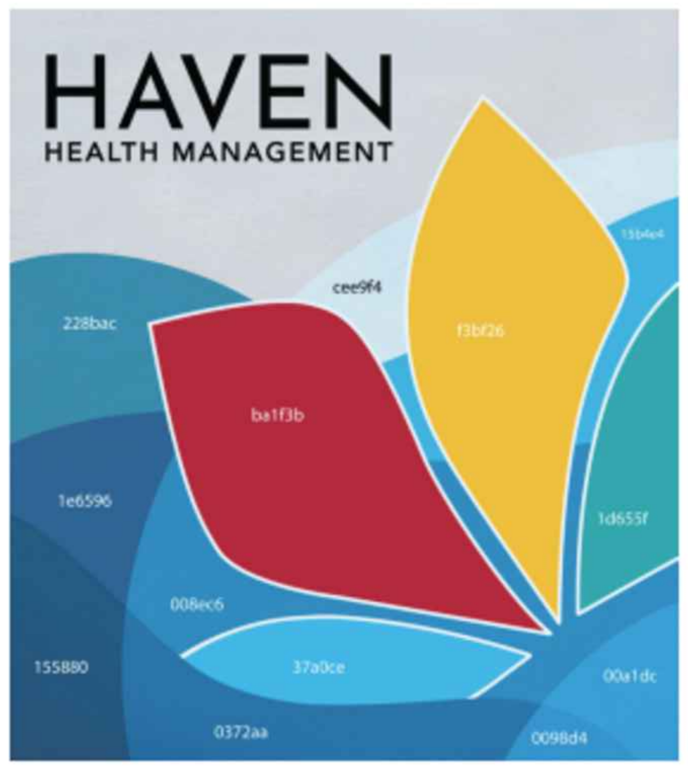
Drawing No:
A-1.55

East elevation

Notes : Mural Material Is Paint .

Mural Paint Codes schedule

Area / Element	Color Code	Color
Red Petal	ba1f3b	
Yellow Petal	f3bf26	
Teal Petal	1d655f	
Light Blue Petal	37a0ce	
Background Blue (Darkest)	155880	
Background Blue (Medium)	1e6596	
Background Blue (Light)	228bac	
Accent Blue (Darkest)	0372aa	
Accent Blue (Mid-tone)	008ec6	
Accent Blue (Light)	15bc4	
Accent Blue (Lightest)	cee9f4	
Right corner upper	00a1dc	
Right corner lower	0098d4	



Mural Paint Codes

Project Name:
Haven Health Management

Project address :
2925 10th Ave N, Palm Springs, FL 33461

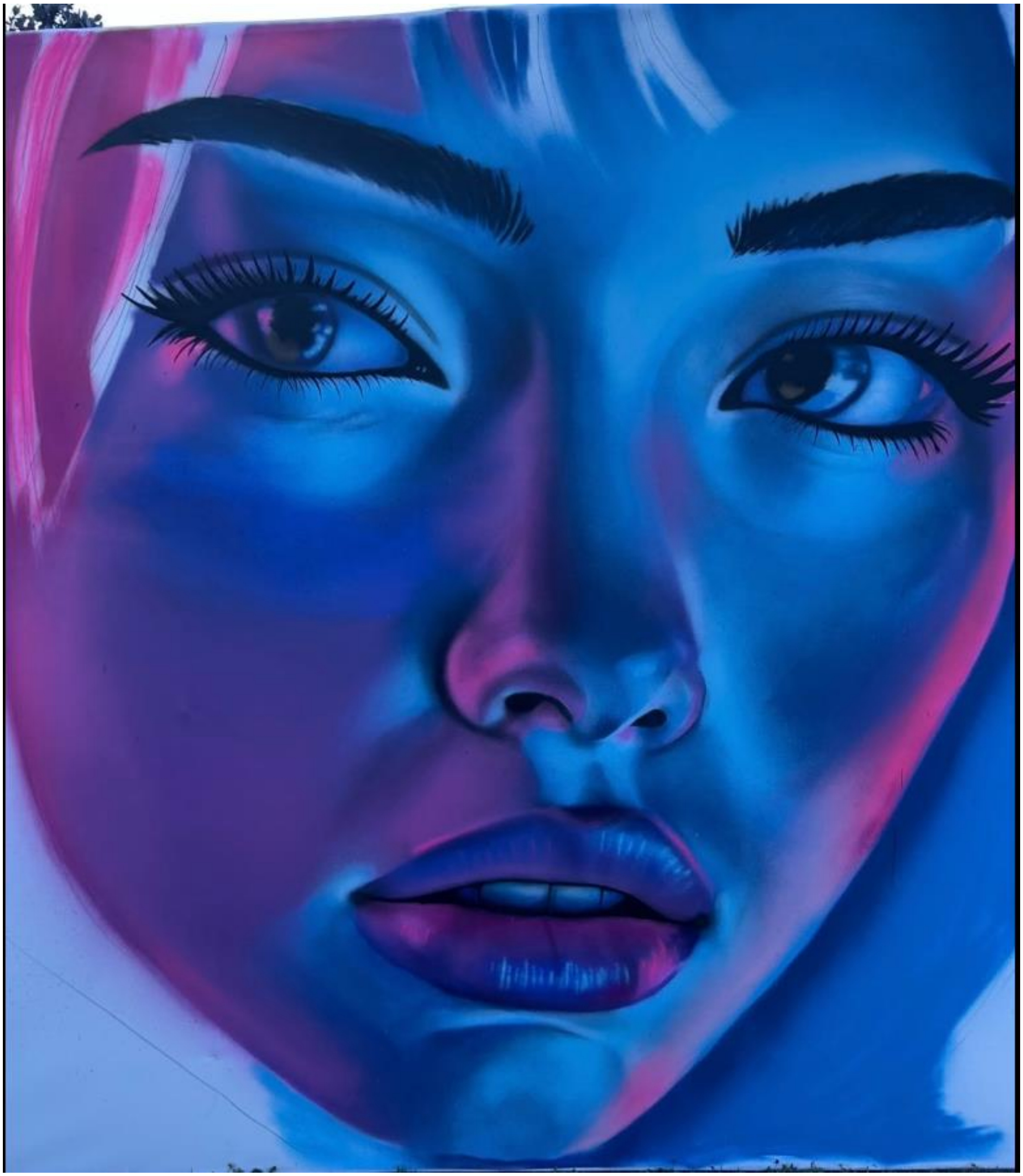
Description:

Date:
12/09/25

Drawing Name:
East Elevation

Scale :
$\frac{1}{8}$"=1'0"

Drawing No:
A-1.52




PERMANENT
VACATION
CHEERS!!!