



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, MARCH 10, 2022
7:00 PM

Darryl C. Aubrey
Mayor

Deborah Searcy
Vice Mayor

Mark Mullinix
President Pro Tem

Susan Bickel
Councilmember

David B. Norris
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/81307829463?pwd=NEIVdTYyaHZNK2lmOXIMUmZKVWk2dz09>

Meeting ID: 813 0782 9463

Passcode: 308697

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 813 0782 9463

Passcode: 308697

ROLL CALL**INVOCATION - MAYOR****PLEDGE OF ALLEGIANCE - VICE MAYOR****AWARDS AND RECOGNITION****APPROVAL OF MINUTES**

1. Minutes of the Regular Session held February 24, 2022

COUNCIL BUSINESS MATTERS**STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS**

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS**PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

2. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-04 - ADDITIONAL HOMESTEAD EXEMPTION** Consider a motion to adopt and enact on second reading Ordinance 2022-04 adopting an additional \$25,000 homestead exemption for taxpayers 65 years of age or older with limited income.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

3. **MOTION** – Approval of an Interlocal Agreement with Palm Beach County governing Regional Opioid Settlement Funds.
4. **RESOLUTION** – Approving a Contract with All-Site Construction, Inc. for the construction of a Starter Booth North Palm Beach Country Club Golf Course at a total cost of \$24,100; and authorizing execution of the Contract.
5. **RESOLUTION** – Accepting a proposal from Proline Vector Services, Inc. for stormwater pipe line cleaning, inspection and video services for the East Alleyway at a total cost of \$24,312.50; and authorizing execution of the Contract.
6. **RESOLUTION** – Amending Resolution No. 2021-75 to increase the purchase of one (1) Mack MD7 Grapple Truck from Nextran Corporation from \$169,938 to \$177,688; and authorizing execution of the budget amendment to fund the purchase.
7. Receive for file Minutes of the Environmental Committee meeting held 1/10/22.
8. Receive for file Minutes of the Golf Advisory Board meeting held 1/17/22.
9. Receive for file Minutes of the Business Advisory Board meeting held 1/18/22.
10. Receive for file Minutes of the Library Advisory Board meeting held 1/25/22.

OTHER VILLAGE BUSINESS MATTERS

- 11. RESOLUTION – SIDEWALK REMOVAL AND REPLACEMENT** Consider a motion to adopt a resolution approving a blanket purchase order in an amount not to exceed \$100,000 with Flying Scot, Inc. for sidewalk removal, replacement and rehabilitation.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

***DRAFT* MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
FEBRUARY 24, 2022**

Present:

Darryl C. Aubrey, Sc.D., Mayor
Deborah Searcy, Vice Mayor
Mark Mullinix, President Pro Tem
David B. Norris, Councilmember
Susan Bickel, Councilmember
Andrew D. Lukasik, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Aubrey called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Aubrey gave the invocation and Vice Mayor Searcy led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held January 27, 2022 were approved as written.

STATEMENTS FROM THE PUBLIC

John Samadi, 512 Marlin Road, expressed concern regarding the Village's management and management staff.

Bob Starkie, 36 Yacht Club Drive, expressed his concerns and opposition of the current proposed 200 Yacht Club Drive project. Mr. Starkie requested that Council take into consideration the sidewalks and street width that was included in the Master Plan and to address the density allowance of a one (1) bedroom or less than one (1) bedroom to be counted as a full unit by rescinding the amendment to the code.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2022-04 ADDITIONAL HOMESTEAD EXEMPTION

A motion was made by Vice Mayor Searcy and seconded by Councilmember Bickel to adopt on first reading Ordinance 2022-04 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING AN ADDITIONAL \$25,000 HOMESTEAD EXEMPTION FOR TAXPAYERS 65 YEARS OF AGE OR OLDER WITH LIMITED INCOME AS

ORDINANCE 2022-04 ADDITIONAL HOMESTEAD EXEMPTION *continued*

AUTHORIZED BY FLORIDA STATUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that the purpose of the ordinance was to give an extra \$25,000 of homestead exemption to low income seniors 65 years of age and older. The criteria to receive the extra exemption was the person must be 65 years or older, own a property that already has a homestead exemption and have a cumulative adjusted gross income of all persons living in the home of \$32,561 or less for 2022. Mr. Lukasik stated that the reduction to the Village's Ad Valorem Revenue would be \$22,102. The additional exemption would not take effect until 2023.

Marie Silvani, 100 Cruiser Road South, stated that she believed that the additional homestead exemption was brought up for consideration in 2018 and was never implemented and wanted to know the reason it was not implemented.

Councilmember Bickel asked if the cumulative adjusted gross income was determined by the Department of Revenue.

Mr. Lukasik stated yes and the only flexibility the Village would have was in the amount of the exemption offered.

Thereafter, the motion to adopt on first reading Ordinance 2022-04 passed unanimously.

CONSENT AGENDA APPROVED

Councilmember Norris moved to approve the Consent Agenda. President Pro Tem Mullinix seconded the motion, which passed unanimously. The following items were approved:

Resolution approving a Contract with Hazen & Sawyer to evaluate and update the Village's Stormwater Utility Assessment in an amount not to exceed \$19,656.

Resolution accepting a proposal from Superior Floor Coatings, LLC for the repair and epoxy of the Golf Course Maintenance Building floor at a total cost of \$29,180; and authorizing execution of the Contract.

Resolution approving the purchase of two Suzuki outboard engines for the Police Department's Marine Patrol boat from Nick's Creative Marine, Inc. at a total cost of \$44,500; approving a budget transfer to fund the purchase; and approving the surplus of the existing engines and authorizing their disposal.

Receive for file Minutes of the General Employees Pension Board meeting held 11/2/21.

Receive for file Minutes of the Police and Fire Pension Board meeting held 12/9/21.

Receive for file Minutes of the Planning Commission meeting held 1/11/22.

Receive for file Minutes of the Recreation Advisory Board meeting held 1/18/22.

Receive for file Minutes of the Recreation Advisory Board meeting held 2/8/22.

Mayor Aubrey announced that the fire engine purchase agenda item would be moved and heard at the end of the agenda.

RESOLUTION 2022-14 – MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Norris to adopt Resolution 2022-14 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM J.W. CHEATHAM LLC FOR MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING AGREEMENT FOR MISCELLANEOUS PUBLIC WORKS PROJECTS WITH THE CITY OF PALM BEACH GARDENS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Streets and Stormwater Manager Kenneth Hern explained that the purpose of the resolution was to mill, resurface and stripe certain roads within the Village. Mr. Hern discussed the roads that were included in the project. The roads were selected based on the pavement condition report that was performed in 2018.

John Samadi, 512 Marlin Road, expressed his concerns regarding the roads that were selected for milling and resurfacing in the past and the roads currently proposed for milling and resurfacing. Mr. Samadi expressed concerns over how the roads were selected.

Mayor Aubrey asked how the roads were selected and how long the period would be to finish all of the streets that were in need of milling and resurfacing.

Mr. Hern stated that all of the roads in the proposed current contract would be completed this year. The roads that were identified as poor in the 2018 study were selected for the project by staff with no outside influence.

Thereafter, the motion to adopt Resolution 2022-14 passed unanimously.

RESOLUTION 2022-15 – BROADCAST SYSTEM AND HANDS-FREE MEETINGS WEB-STREAMING HARDWARE, SOFTWARE AND MANAGED SUPPORT PURCHASE

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Bickel to adopt Resolution 2022-15 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM SWAGIT PRODUCTIONS, LLC FOR THE PURCHASE OF AN AVIOR HD BROADCAST SYSTEM AND HANDS-FREE MEETINGS FROM SWAGIT PRODUCTIONS, LLC FOR VILLAGE COUNCIL AND PLANNING COMMISSION MEETINGS; APPROVING A BUDGET AMENDMENT TO TRANSFER \$39,690 FROM THE CAPITAL RESERVE ACCOUNT TO THE IT – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT TO FACILITATE THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Information Technology Director Michael Applegate explained the purpose of the resolution. The resolution would approve the purchase of a web-streaming solution for Village Council and Planning Commission meetings. The web-streaming would allow an improvement in Village transparency. Residents would be able to view the meetings from any computer with internet access.

RESOLUTION 2022-15 – BROADCAST SYSTEM AND HANDS-FREE MEETINGS WEB-STREAMING HARDWARE, SOFTWARE AND MANAGED SUPPORT PURCHASE *continued*

Deborah Cross, 2560 Pepperwood Circle South, asked if the system would be a one-time purchase and if there would be an ongoing annual fee for technical support. Mrs. Cross asked if the public would be able to watch meetings.

Mr. Applegate explained that the service would allow the public to attend and view Council meetings and Planning Commission meetings. The remainder of Advisory Board meetings could be added in the future. The company would be providing continual support. The system and equipment would be a one-time purchase with an annual fee for managed services. Mr. Applegate stated that three quotes were received for the purchase.

Vice Mayor Searcy asked for Mr. Applegate to explain the set-up of the system.

Mr. Applegate explained that there would be three (3) cameras installed in the Council chambers. One (1) camera would be behind Council facing the council chambers and the other two (2) cameras would be on the opposite side of the chamber facing Council. It would be fully televised experience for the public as if they were attending a meeting.

Vice Mayor Searcy asked if there would be privacy concerns for the cameras facing out toward the audience in the council chambers.

Mr. Applegate explained that the cameras would be preset to specific areas of the council chambers. The meetings would be recorded and archived so that the public can watch past meetings.

Mr. Lukasik and Mr. Applegate explained that the agendas would be indexed so that the public could click on a specific agenda item to hear that portion of the meeting.

Thereafter, the motion to adopt Resolution 2022-15 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Bickel requested that the Council move forward with removing the half-unit density count language from the Village code.

Council came to consensus to move forward with removing the half-unit density count language from the Village code.

Councilmember Bickel asked if the density bonuses for workforce housing could be addressed as well.

Council came to consensus to have a workshop to discuss the density bonuses for workforce housing.

President Pro Tem Mullinix suggested that other types of density bonuses be considered and discussed at the workshop.

President Pro Tem Mullinix stated that the parking issues at the Country Club needed to be discussed and addressed.

VILLAGE MANAGER MATTERS/REPORTS

Police Chief Rick Jenkins gave a Police Department Annual Report. Chief Jenkins presented and discussed average response times, overall crime statistics, department revenue generated, annual recruitment analysis, SWOT analysis (strengths, weaknesses, opportunities and threats), National Incident Based Reporting System and Florida Incident Reporting System.

Vice Mayor Searcy stated that she has heard concerns from residents regarding cars speeding through neighborhoods and asked Chief Jenkins if he wanted to comment on those concerns.

Chief Jenkins stated that he and the Police Department have heard the concerns. Chief Jenkins stated that it was important to balance staffing with the core mission of citizen safety. Chief Jenkins stated that he was sensitive to the issue of speeding and that he and Manager Lukasik have discussed and come up with a strategy to address the problem.

RESOLUTION 2022-13 – FIRE ENGINE PURCHASE FOR FIRE RESCUE DEPARTMENT

A motion was made by Vice Mayor Searcy and seconded by Councilmember Norris to adopt Resolution 2022-13 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE ACQUISITION OF A SUTPHEN G9 BODY CUSTOM PUMPER FIRE APPARATUS FROM SOUTH FLORIDA EMERGENCY VEHICLES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT AND AUTHORIZING A SEVEN-YEAR LEASE PURCHASE AGREEMENT WITH PINNACLE PUBLIC FINANCE, INC.; APPROVING A PURCHASE AGREEMENT WITH SUTPHEN AND AUTHORIZING ITS EXECUTION; DECLARING AN EXISTING FIRE ENGINE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Fire Chief J.D. Armstrong explained that the new fire truck purchase would replace a 2002 fire truck that has served its purpose. The delivery of the new fire truck would take between twenty-four (24) to twenty-six (26) months.

Thereafter, the motion to adopt Resolution 2022-13 passed unanimously.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:53 p.m.


Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Andy Lukasik, Village Manager
FROM: Samia Janjua, Director of Finance
DATE: March 10, 2022
SUBJECT: **ORDINANCE – 2nd Reading – Additional \$25,000 Homestead Exemption for Limited Income Senior Citizens**

Section 196.075(2)(a), Florida Statutes, allows municipalities to adopt an ordinance incorporating an additional homestead exemption of up to \$50,000 for qualifying seniors. Village Staff is recommending the adoption of an ordinance allowing for an additional \$25,000 exemption. A person is eligible for this additional exemption if he or she meets the following requirements:

- Must be 65 or older;
- Own a property that has a homestead exemption; and
- Have a cumulative adjusted gross income of all persons living in the home of \$32,561 or less for 2022 (the amount is adjusted annually by the Florida Department of Revenue)

Based on information provided by the Palm Beach County Property Appraiser's Office, there are 132 property owners in the Village that may qualify for the program. The estimated financial impact is provided in the table below:

| | |
|---------------------------------|-------------|
| Additional Exemption | \$25,000 |
| # Qualified | 132 |
| Reduction in Taxable Value | \$3,300,000 |
| | |
| Millage Rate | \$7.05 mils |
| Reduction in Ad-Valorem Revenue | \$22,102 |

Based on statutory notice requirements, the additional exemption will not take effect until the 2023 tax year. The attached Ordinance has been prepared and reviewed by your Village Attorney for legal sufficiency.

At its February 24, 2022 meeting, the Village Council adopted the Ordinance on first reading without modification.

RECOMMENDATION:

Village Staff requests Council consideration and approval of the attached Ordinance on 2nd Reading to provide for an additional limited income senior citizen homestead exemption of \$25,000 pursuant to Section 196.075(2)(a), Florida Statutes.

1 **ORDINANCE NO. _____**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF
4 NORTH PALM BEACH, FLORIDA, ADOPTING AN ADDITIONAL \$25,000
5 HOMESTEAD EXEMPTION FOR TAXPAYERS 65 YEARS OF AGE OR
6 OLDER WITH LIMITED INCOME AS AUTHORIZED BY FLORIDA
7 STATUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR
8 CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
9

10 WHEREAS, Section 196.075(2)(a), Florida Statutes, authorizes municipalities to adopt an
11 ordinance providing for an additional homestead exemption of up to \$50,000 for persons 65 years
12 of age or older with a limited household income; and
13

14 WHEREAS, Village Staff is proposing an additional homestead exemption of \$25,000 for those
15 persons who qualify pursuant to Section 196.075(2)(a), Florida Statutes; and
16

17 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests
18 of the public health, safety and welfare.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
21 OF NORTH PALM BEACH, FLORIDA as follows:
22

23 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.
24

25 Section 2. The Village Council hereby adopts an additional homestead exemption of \$25,000
26 for taxpayers within the Village 65 years of age or older with a qualifying limited income pursuant
27 to Section 196.075(2)(a), Florida Statutes. This additional exemption applies only to taxes levied
28 by the Village of North Palm Beach. All taxpayers claiming the exemption for the first time shall
29 submit to the Palm Beach County Property Appraiser, no later than March 1st, a sworn statement
30 of household income on a form prescribed by the Florida Department of Revenue.
31

32 Section 3. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
33 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
34 such holding shall not affect the remainder of this Ordinance.
35

36 Section 4. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in
37 conflict herewith are hereby repealed to the extent of such conflict.
38

39 Section 5. This Ordinance shall take effect immediately upon adoption.
40
41
42
43

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1 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

2
3 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
4 2022.

5
6
7 (Village Seal) _____
8 MAYOR
9

10 ATTEST:
11
12 _____
13 VILLAGE CLERK

14
15 APPROVED AS TO FORM AND
16 LEGAL SUFFICIENCY:
17
18 _____
19 VILLAGE ATTORNEY
20

Two Additional Homestead Exemptions for Persons 65 and Older

Some county or city governments have adopted local ordinances, under Section 6(d) of Article VII of the Florida Constitution, and section 196.075, Florida Statutes, allowing one or both of the additional homestead exemptions described below. Contact your local property appraiser for information on any ordinances passed in your county. These exemptions apply only to the tax millage a county or city levies when it adopts a local ordinance and do not apply to the millage of school districts or other taxing units:

- An exemption not exceeding \$50,000 to any person who has the legal or equitable title to real estate, maintains permanent residence on the property, is 65 or older, and whose household income does not exceed the household income limitation; or
- An exemption equal to the assessed value of the property to an owner who has title to real estate in Florida with a just value less than \$250,000, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained permanent residence on the property for at least 25 years, is 65 or older, and whose household income does not exceed the household income limitation.

Senior Homestead Exemption

| Year | %Change* | Adjusted Income Limitation |
|------|----------|----------------------------|
| 2022 | 4.7% | \$32,561 |
| 2021 | 1.2% | \$31,100 |
| 2020 | 1.8% | \$30,721 |
| 2019 | 2.4% | \$30,174 |
| 2018 | 2.1% | \$29,454 |
| 2017 | 1.3% | \$28,841 |
| 2016 | 0.1% | \$28,482 |
| 2015 | 1.6% | \$28,448 |
| 2014 | 1.5% | \$27,994 |
| 2013 | 2.1% | \$27,590 |
| 2012 | 3.2% | \$27,030 |
| 2011 | 1.6% | \$26,203 |
| 2010 | -0.4% | \$25,780 |
| 2009 | 3.8% | \$25,873 |
| 2008 | 2.9% | \$24,916 |
| 2007 | 3.2% | \$24,214 |
| 2006 | 3.4% | \$23,463 |
| 2005 | 2.7% | \$22,693 |
| 2004 | 2.3% | \$22,096 |
| 2003 | 1.6% | \$21,599 |
| 2002 | 2.8% | \$21,259 |
| 2001 | 3.4% | \$20,680 |

The Florida Senate

2021 Florida Statutes

| | | |
|--|--|---|
| <p><u>Title XIV</u> TAXATION AND FINANCE</p> | <p><u>Chapter 196</u> EXEMPTION</p> <p><u>Entire Chapter</u></p> | <p>SECTION 075 Additional homestead exemption for persons 65 and older.</p> |
|--|--|---|

196.075 Additional homestead exemption for persons 65 and older.—

(1) As used in this section, the term:

(a) “Household” means a person or group of persons living together in a room or group of rooms as a housing unit, but the term does not include persons boarding in or renting a portion of the dwelling.

(b) “Household income” means the adjusted gross income, as defined in s. 62 of the United States Internal Revenue Code, of all members of a household.

(2) In accordance with s. 6(d), Art. VII of the State Constitution, the board of county commissioners of any county or the governing authority of any municipality may adopt an ordinance to allow either or both of the following additional homestead exemptions:

(a) Up to \$50,000 for a person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65, and whose household income does not exceed \$20,000.

(b) The amount of the assessed value of the property for a person who has the legal or equitable title to real estate with a just value less than \$250,000, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed the income limitation prescribed in paragraph (a), as calculated in subsection (3).

(3) The \$20,000 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

(4) An ordinance granting an additional homestead exemption as authorized by this section must meet the following requirements:

(a) It must be adopted under the procedures for adoption of a nonemergency ordinance specified in chapter 125 by a board of county commissioners or chapter 166 by a municipal governing authority, except that the exemption authorized by paragraph (2)(b) must be authorized by a super majority (a majority plus one) vote of the members of the governing body of the county or municipality granting such exemption.

(b) It must specify that the exemption applies only to taxes levied by the unit of government granting the exemption. Unless otherwise specified by the county or municipality, this exemption will apply to all tax levies of the county or municipality granting the exemption, including dependent special districts and municipal service taxing units.

(c) It must specify the amount of the exemption, which may not exceed the applicable amount specified in subsection (2). If the county or municipality specifies a different exemption amount for dependent special districts or municipal service taxing units, the exemption amount must be uniform in all dependent special districts or municipal service taxing units within the county or municipality.

(d) It must require that a taxpayer claiming the exemption for the first time submit to the property appraiser, not later than March 1, a sworn statement of household income on a form prescribed by the Department of Revenue.

(5) The department must require by rule that the filing of the statement be supported by copies of any federal income tax returns for the prior year, any wage and earnings statements (W-2 forms), any request for an extension of time to file returns, and any other documents it finds necessary, for each member of the household, to be submitted for inspection by the property appraiser. The taxpayer’s sworn statement shall attest to the accuracy of the documents and grant permission to allow review of the documents if requested by the property appraiser. Once the documents have

been inspected by the property appraiser, they shall be returned to the taxpayer or otherwise destroyed. Annually, the property appraiser shall notify each taxpayer of the adjusted income limitation set forth in subsection (3). The taxpayer must notify the property appraiser by May 1 if his or her household income exceeds the most recent adjusted income limitation. The property appraiser may conduct random audits of the taxpayers' sworn statements to ensure the accuracy of the household income reported. If selected for audit, a taxpayer shall execute Internal Revenue Service Form 8821 or 4506, which authorizes the Internal Revenue Service to release tax information to the property appraiser's office. All reviews conducted in accordance with this section shall be completed on or before June 1. The property appraiser may not grant the exemption if the required documentation requested is not provided.

(6) The board of county commissioners or municipal governing authority must deliver a copy of any ordinance adopted under this section to the property appraiser no later than December 1 of the year prior to the year the exemption will take effect. If the ordinance is repealed, the board of county commissioners or municipal governing authority shall notify the property appraiser no later than December 1 of the year prior to the year the exemption expires.

(7) Those persons entitled to the homestead exemption in s. [196.031](#) may apply for and receive an additional homestead exemption as provided in this section. Receipt of the additional homestead exemption provided for in this section shall be subject to the provisions of ss. [196.131](#) and [196.161](#), if applicable.

(8) If title is held jointly with right of survivorship, the person residing on the property and otherwise qualifying may receive the entire amount of the additional homestead exemption.

(9) If the property appraiser determines that for any year within the immediately previous 10 years a person who was not entitled to the additional homestead exemption under this section was granted such an exemption, the property appraiser shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by the taxpayer and is situated in this state is subject to the taxes exempted by the improper homestead exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. However, if such an exemption is improperly granted as a result of a clerical mistake or omission by the property appraiser, the person who improperly received the exemption may not be assessed a penalty and interest. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. [196.161](#)(3).

History.—s. 1, ch. 99-341; s. 1, ch. 2002-52; s. 1, ch. 2007-4; s. 26, ch. 2010-5; s. 1, ch. 2012-57; s. 9, ch. 2013-72; s. 27, ch. 2014-17; s. 1, ch. 2016-121; s. 33, ch. 2019-3; s. 1, ch. 2021-208.

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**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: March 10, 2022

SUBJECT: **MOTION** – Approval of an Interlocal Agreement with Palm Beach County governing Regional Opioid Settlement Funds

In January, the Village Council approved the Village's participation in the Attorney General's "Florida Plan" for allocation of settlement monies from opioid related litigation. The Florida Plan divides the settlement money into three funds: (1) the City/County fund; (2) the Regional Fund; and (3) the State Fund. While the Village will be receiving settlement monies from the City/County Fund, monies from the Regional Fund are only available to Qualified Counties.

In order for Palm Beach County to be considered a Qualified County, the County must enter into an Agreement with municipalities whose populations, taken together, contain more than 50% of the total population of the municipalities. The Village's execution of the Interlocal Agreement would assist Palm Beach County in reaching its goal of becoming a Qualified County so that the County can expend the Regional Funds solely within the geographic boundaries of the County pursuant to its existing abatement plan formulated in response to the opioid epidemic. Like the monies distributed from the City/County Fund, the monies from the Regional Fund are also expressly limited to expenditures that specifically address the impacts of the ongoing opioid crisis. If the County does not become a Qualified County, the Regional Funds will be allocated to the Southeast Behavioral Network, Inc., which would only be required to spend such funds within Palm Beach County to the greatest extent practicable.

By executing the proposed Interlocal Agreement, copy attached, the Village's population would be counted toward the required 50% necessary for Palm Beach County to become a Qualified County and receive settlement monies from the Regional Fund. The Village would not be responsible for administering these funds unless it receives a direct distribution from Palm Beach County. Under the terms of the Interlocal Agreement, the County is required to spend the Regional Funds "on programs and in geographic areas based on demonstrated need throughout Palm Beach County without choosing or favoring any particular municipality, geographic area, or socio-economic group.

There is no fiscal impact.

The attached Interlocal Agreement has been reviewed for legal sufficiency by the Village Attorney's Office.

Recommendation:

Village Staff requests Village Council approval of a motion to authorize the Village Manager to execute the Interlocal Agreement with Palm Beach County governing Regional Opioid Settlement Funds.

**INTERLOCAL AGREEMENT GOVERNING USE OF PALM BEACH COUNTY
REGIONAL OPIOID SETTLEMENT FUNDS**

This Interlocal Agreement ("Agreement") is made and entered into by and between Palm Beach County ("County"), a political subdivision of the state of Florida, and each of the following municipalities that elects to enter into this Agreement.

The Municipalities in Exhibit A, each a municipal corporation existing under the laws of the state of Florida (each a "Municipality" and collectively the "Municipalities") (County and the Municipalities are collectively referred to as the "Parties").

Recitals

A. A national epidemic arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics and resulted in opioid overdoses and addictions throughout Palm Beach County ("Opioid Epidemic").

B. County and Municipalities have suffered harm from the Opioid Epidemic.

C. County is a Charter County within the state of Florida, and has an estimated population of approximately 1.497 million based on the most recent census data.

D. Municipalities are located in Palm Beach County, Florida.

E. The state of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action titled *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid Litigation"). The County is a litigating participant in the Opioid Litigation.

F. Proposed settlements have been developed to resolve certain claims under the Opioid Litigation.

G. The Attorney General for the State of Florida ("Attorney General") anticipates that settlement funds arising out of the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly distributed to County and Municipalities.

H. The Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement ("Florida Plan") attached hereto as Exhibit B sets forth the framework for a unified plan between the state of Florida and local governments within the state of Florida regarding the proposed allocation and use of Opioid Litigation settlement funds. The Florida Plan, as currently drafted, divides the settlement funds into three funds: (i) the City/County Fund; (ii) the Regional Fund (which includes funds to Qualified Counties in addition to funds received in the City/County Fund); and (iii) the State Fund.

I. To receive its share of the Regional Fund (the "County Regional Funds," as defined below), County must qualify as a "Qualified County" as that term is defined under the Florida Plan.

J. If County does not qualify as a "Qualified County," the County Regional Funds will be allocated to the Southeast Florida Behavioral Health Network, Inc., which would be required under the Florida Plan to spend such funds within Palm Beach County to the greatest extent practicable.

K. To qualify as a Qualified County under the Florida Plan, County must enter into an Agreement with municipalities whose populations, taken together, contain more than 50% of the Municipalities total population.

L. Under the Florida Plan, County will be required to expend the County Regional Funds in Palm Beach County for abatement of the effects of the Opioid Epidemic.

M. County has an abatement plan that is being utilized to respond to the Opioid Epidemic.

N. The *Behavioral Health Substance Use & Co-Occurring Disorder Steering Committee* is a taskforce that advises, plans, and provides for programs relating to the abatement of opioid abuse and other substance abuse throughout Palm Beach County.

O. County contracts to provide funding for *The South County Mental Health Center, The Addiction Stabilization Unit, The Drug Abuse Foundation* and other Financially Assisted Agencies which provide substance abuse assessment, prevention, detoxification, residential, and outpatient services to adults aged 18 years and older and also provides treatment for substance abuse and co-occurring disorders such as depression, anxiety, trauma, and other mental health concerns that may contribute to an individual's substance abuse and dependence.

P. The Parties recognize that enabling County to receive the County Regional Funds for expenditure in the best interest of all persons within the geographic boundaries of Palm Beach County will ensure that Opioid Litigation settlement funds are available and used to address opioid-related impacts within Palm Beach County.

Q. The Parties recognize that it is in the best interest of County and Municipalities to enter into this Agreement to ensure County qualifies as a "Qualified County" to receive the County Regional Funds pursuant to the Florida Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.
DEFINITIONS**

- 1.1 Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan.
- 1.2 "County Regional Funds" shall mean the amount of the Regional Funds remitted to County by the state of Florida, provided County qualifies as a Qualified County.

**ARTICLE 2. CONDITIONS
PRECEDENT**

- 2.1 This Agreement shall become effective on the Commencement Date set forth in Article 3, so long as the following conditions precedent have been satisfied:
 - A. Execution of this Agreement by County and Municipalities that, taken together, contain more than 50% of the Municipalities total population, as required by Florida Plan to enable County to become a Qualified County and receive the County Regional Funds from the state of Florida;
 - B. Execution of all documents necessary to effectuate the Florida Plan in its final form; and
 - C. Filing of this Agreement with the Clerk of the Circuit Court for County as required by Florida Statutes Section 163.01.

**ARTICLE 3.
TERM**

- 3.1 The term of this Agreement shall commence upon the satisfaction of all conditions precedent stated in Article 2 ("Commencement Date"), and shall continue until one (1) year after the expenditure of all County Regional Funds, unless otherwise terminated in accordance with the provisions of the Florida Plan ("Term"). Obligations under this Agreement that by their nature survive termination or expiration, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification, will survive and remain in effect after termination or expiration of this Agreement.

**ARTICLE 4.
PLAN ADMINISTRATION**

- 4.1 County is responsible for administering the County Regional Funds pursuant to the Florida Plan. County staff shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting, required by the Florida Plan up to the moment of distribution of funds to cities at which point the cities are responsible for all reporting and monitoring and other requirements as set forth in the Plan and including providing data and reporting to County.. County is entitled to and shall receive no more than 5% from

the County Regional Funds for administrative fees as provided under the Florida Plan and will deduct such administrative fees on an annual basis. After such deduction, County shall spend all of the remaining County Regional Funds on efforts to abate the deleterious effects of the Opioid Epidemic by utilizing funds for the Approved Purposes (as defined in the Florida Plan), including the provisions related to Core Services (if and as applicable) identified in Exhibit C. County shall spend the County Regional Funds on programs and in geographic areas based on demonstrated need throughout Palm Beach County without choosing or favoring any particular municipality, geographic area, or socio-economic group.

**ARTICLE 5.
LOCAL GOVERNMENT REPORTING REQUIREMENTS**

5.1 To the extent a City Municipality receives County Regional Funds directly from County, that Municipality agrees to spend such funds solely for Approved Purpose(s) (as defined in the Florida Plan), and further agrees to timely satisfy all reporting requirements of the Florida Plan. In addition to other available remedies, failure to comply with this provision may disqualify the Municipality from further receipt of County Regional Funds.

**ARTICLE 6.
NON-APPROPRIATION**

6.1 This Agreement is not a general obligation of the County. County is not obligated to expend any funds under this Agreement except to the extent of County Regional Funds budgeted and actually received, all of which the County agrees to expend consistent with the terms of this Agreement.

**ARTICLE 7.
GOVERNMENTAL IMMUNITY**

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by County or any Municipality nor shall anything included herein be construed as consent by County or any Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipalities are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees to the extent of and within the limits set forth on Section 768.28, Florida Statutes.

**ARTICLE 8.
INSURANCE**

8.1 Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Parties with written verification of liability protection in accordance with state law upon request by the requesting party.

**ARTICLE 9.
MISCELLANEOUS**

9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PALM BEACH COUNTY CUSTODIAN OF PUBLIC AFFAIRS AT 561-355-2754, OR VIA ELECTRONIC MAIL AT *RECORDSREQUEST@PBCGOV.ORG* OR THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS (SEE EXHIBIT A FOR EACH MUNICIPALITY'S CUSTODIAN'S CONTACT INFORMATION).

9.2 Truth-In-Negotiation Representation. This Agreement is based upon representations supplied by the Parties to each other and the Parties certify that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.

9.3 Public Entity Crime Act. Each of the Parties represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each of the Parties further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation made by a party pursuant to this paragraph is false, each of the Parties shall have the right to immediately terminate this Agreement.

9.4 Third Party Beneficiaries. Neither County nor the Municipalities intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any party based upon this Agreement. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

9.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Attn: Office of the County Attorney, Litigation Section
300 North Dixie Highway
Suite 359
West Palm Beach, FL 33401

FOR MUNICIPALITY:

The addresses specified in Exhibit A.

9.6 Assignment. No Party shall have the right to assign this Agreement.

9.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. The failure of any Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. a waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.8 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.10 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

9.11 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the State courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such State courts, forsaking any other jurisdiction that any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Municipalities or others with delegated authority or otherwise authorized to execute same on their behalf.

9.15 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.19 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of epidemic, pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Parties. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Palm Beach County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____ 2022, and the City of _____, signing by and through its officials, duly authorized to execute same.

COUNTY

WITNESSES:

PALM BEACH COUNTY, by and through its County Administrator

Signature

By:
County Administrator

____ day of _____, 2022

Print/Type Name

Signature

Print/Type Name

APPROVED AS TO FORM:

By:

By:

PARTICIPATING
MUNICIPALITY

ATTEST:

MUNICIPALITY

City
Clerk

By: _____
Mayor-Commissioner

___ day of _____, 2022

By:
City Manager

___ day of _____, 2022

APPROVED AS TO FORM:

By:
City Attorney

___ day of _____, 2022

EXHIBIT B

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys’ fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein “Expense Fund”) shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys’ fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

| Litigating Local Government Participation in the Settlement (by percentage of the population) | Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund |
|---|--|
| 96 to 100% | 10% |
| 91 to 95% | 7.5% |
| 86 to 90% | 5% |
| 85% | 2.5% |
| Less than 85% | 0% |

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

| | |
|---|---------|
| Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years): | \$1,000 |
| Litigating Local Government Participation: | 100% |
| City/County Fund (over 10 to 18 years): | \$150 |
| Expense Fund (paid over 2 years): | \$15 |
| Amount Paid to Expense Fund in 1st year: | \$7.5 |
| Amount Paid to Expense Fund in 2nd year: | \$7.5 |
| Amount that may be borrowed from Regional Fund in 1st year: | \$7.5 |
| Amount that may be borrowed from Regional Fund in 2nd year: | \$7.5 |
| Amount that must be paid back to Regional Fund in 3rd year: | \$5 |
| Amount that must be paid back to Regional Fund in 4th year: | \$5 |
| Amount that must be paid back to Regional Fund in 5th year: | \$5 |

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

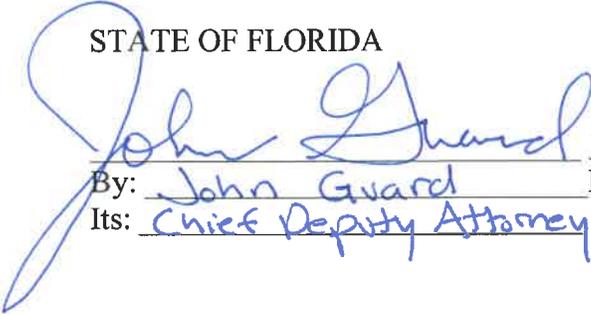
STATE OF FLORIDA

By: John Guard DATED 11/15/2021
Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”), such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

| County | Allocated Subdivisions | Regional % by County for Abatement Fund | City/County Fund % |
|---------------|-------------------------------|--|---------------------------|
| Alachua | | 1.241060164449% | |
| | Alachua County | | 0.821689546303% |
| | Alachua | | 0.013113332457% |
| | Archer | | 0.000219705515% |
| | Gainesville | | 0.381597611347% |
| | Hawthorne | | 0.000270546460% |
| | High Springs | | 0.011987568663% |
| | La Crosse | | 0.000975056706% |
| | Micanopy | | 0.002113530737% |
| | Newberry | | 0.006102729215% |
| | Waldo | | 0.002988721299% |
| Baker | | 0.193173804130% | |
| | Baker County | | 0.169449240037% |
| | Glen St. Mary | | 0.000096234647% |
| | Macclenny | | 0.023628329446% |
| Bay | | 0.839656373312% | |
| | Bay County | | 0.508772605155% |
| | Callaway | | 0.024953825527% |
| | Lynn Haven | | 0.039205632015% |
| | Mexico Beach | | 0.005614292988% |
| | Panama City | | 0.155153855596% |
| | Panama City Beach | | 0.080897023117% |
| | Parker | | 0.008704696178% |
| | Springfield | | 0.016354442736% |
| Bradford | | 0.189484204081% | |
| | Bradford County | | 0.151424309090% |
| | Brooker | | 0.000424885045% |
| | Hampton | | 0.002839829959% |
| | Lawtey | | 0.003400896108% |
| | Starke | | 0.031392468132% |
| Brevard | | 3.878799180444% | |
| | Brevard County | | 2.323022668525% |
| | Cape Canaveral | | 0.045560750209% |

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| | Cocoa | | 0.149245411423% |
| | Cocoa Beach | | 0.084363286155% |
| | Grant-Valkaria | | 0.000321387406% |
| | Indialantic | | 0.024136738902% |
| | Indian Harbour Beach | | 0.021089913665% |
| | Malabar | | 0.002505732317% |
| | Melbourne | | 0.383104682233% |
| | Melbourne Beach | | 0.012091066302% |
| | Melbourne Village | | 0.003782203200% |
| | Palm Bay | | 0.404817397481% |
| | Palm Shores | | 0.000127102364% |
| | Rockledge | | 0.096603243798% |
| | Satellite Beach | | 0.035975416224% |
| | Titusville | | 0.240056418924% |
| | West Melbourne | | 0.051997577066% |
| Broward | | 9.057962672578% | |
| | Broward County | | 3.966403576878% |
| | Coconut Creek | | 0.101131719448% |
| | Cooper City | | 0.073935445073% |
| | Coral Springs | | 0.323406517664% |
| | Dania Beach | | 0.017807041180% |
| | Davie | | 0.266922227153% |
| | Deerfield Beach | | 0.202423224725% |
| | Fort Lauderdale | | 0.830581264531% |
| | Hallandale Beach | | 0.154950491814% |
| | Hillsboro Beach | | 0.012407006463% |
| | Hollywood | | 0.520164608456% |
| | Lauderdale-By-The-Sea | | 0.022807611325% |
| | Lauderdale Lakes | | 0.062625150435% |
| | Lauderhill | | 0.144382838130% |
| | Lazy Lake | | 0.000021788977% |
| | Lighthouse Point | | 0.029131861803% |
| | Margate | | 0.143683775129% |
| | Miramar | | 0.279280208419% |
| | North Lauderdale | | 0.066069624496% |

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| | Oakland Park | | 0.100430840699% |
| | Ocean Breeze | | 0.005381877237% |
| | Parkland | | 0.045804060448% |
| | Pembroke Park | | 0.024597938908% |
| | Pembroke Pines | | 0.462832363603% |
| | Plantation | | 0.213918725664% |
| | Pompano Beach | | 0.335472163493% |
| | Sea Ranch Lakes | | 0.005024174870% |
| | Southwest Ranches | | 0.025979723178% |
| | Sunrise | | 0.286071106146% |
| | Tamarac | | 0.134492458472% |
| | Weston | | 0.138637811283% |
| | West Park | | 0.029553115352% |
| | Wilton Manors | | 0.031630331127% |
| Calhoun | | 0.047127740781% | |
| | Calhoun County | | 0.038866087128% |
| | Altha | | 0.000366781107% |
| | Blountstown | | 0.007896688293% |
| Charlotte | | 0.737346233376% | |
| | Charlotte County | | 0.690225755587% |
| | Punta Gorda | | 0.047120477789% |
| Citrus | | 0.969645776606% | |
| | Citrus County | | 0.929715661117% |
| | Crystal River | | 0.021928789266% |
| | Inverness | | 0.018001326222% |
| Clay | | 1.193429461456% | |
| | Clay County | | 1.055764891131% |
| | Green Cove Springs | | 0.057762577142% |
| | Keystone Heights | | 0.000753535443% |
| | Orange Park | | 0.078589207339% |
| | Penney Farms | | 0.000561066149% |
| Collier | | 1.551333376427% | |
| | Collier County | | 1.354673336030% |
| | Everglades | | 0.000148891341% |
| | Marco Island | | 0.062094952003% |

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| | Naples | | 0.134416197054% |
| Columbia | | 0.446781150792% | |
| | Columbia County | | 0.341887201373% |
| | Fort White | | 0.000236047247% |
| | Lake City | | 0.104659717920% |
| DeSoto | | 0.113640407802% | |
| | DeSoto County | | 0.096884684746% |
| | Arcadia | | 0.016755723056% |
| Dixie | | 0.103744580900% | |
| | Dixie County | | 0.098822087921% |
| | Cross City | | 0.004639236282% |
| | Horseshoe Beach | | 0.000281440949% |
| Duval | | 5.434975156935% | |
| | Jacksonville | | 5.270570064997% |
| | Atlantic Beach | | 0.038891507601% |
| | Baldwin | | 0.002251527589% |
| | Jacksonville Beach | | 0.100447182431% |
| | Neptune Beach | | 0.022814874318% |
| Escambia | | 1.341634449244% | |
| | Escambia County | | 1.005860871574% |
| | Century | | 0.005136751249% |
| | Pensacola | | 0.330636826421% |
| Flagler | | 0.389864712244% | |
| | Flagler Counry | | 0.279755934409% |
| | Beverly Beach | | 0.000154338585% |
| | Bunnell | | 0.009501809575% |
| | Flagler Beach | | 0.015482883669% |
| | Marineland | | 0.000114392127% |
| | Palm Coast | | 0.084857169626% |
| Franklin | | 0.049911282550% | |
| | Franklin County | | 0.046254365966% |
| | Apalachicola | | 0.001768538606% |
| | Carabelle | | 0.001888377978% |
| Gadsden | | 0.123656074077% | |
| | Gadsden County | | 0.090211810642% |

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| | Chattahoochee | | 0.004181667772% |
| | Greensboro | | 0.000492067723% |
| | Gretna | | 0.002240633101% |
| | Havana | | 0.005459954403% |
| | Midway | | 0.001202025213% |
| | Quincy | | 0.019867915223% |
| Gilchrist | | 0.064333769355% | |
| | Gilchrist County | | 0.061274233881% |
| | Bell | | 0.000099866143% |
| | Fanning Springs | | 0.000388570084% |
| | Trenton | | 0.002571099247% |
| Glades | | 0.040612836758% | |
| | Glades County | | 0.040420367464% |
| | Moore Haven | | 0.000192469294% |
| Gulf | | 0.059914238588% | |
| | Gulf County | | 0.054715751905% |
| | Port St. Joe | | 0.004817179591% |
| | Wewahitchka | | 0.000381307092% |
| Hamilton | | 0.047941195910% | |
| | Hamilton County | | 0.038817061931% |
| | Jasper | | 0.004869836285% |
| | Jennings | | 0.002623755940% |
| | White Springs | | 0.001630541754% |
| Hardee | | 0.067110048132% | |
| | Hardee County | | 0.058100306280% |
| | Bowling Green | | 0.001797590575% |
| | Wauchula | | 0.006667426860% |
| | Zolfo Springs | | 0.000544724417% |
| Hendry | | 0.144460915297% | |
| | Hendry County | | 0.122147187443% |
| | Clewiston | | 0.017589151414% |
| | LaBelle | | 0.004724576440% |
| Hernando | | 1.510075949110% | |
| | Hernando County | | 1.447521612849% |
| | Brooksville | | 0.061319627583% |

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| | Weeki Wachee | | 0.001234708678% |
| Highlands | | 0.357188510237% | |
| | Highlands County | | 0.287621754986% |
| | Avon Park | | 0.025829016090% |
| | Lake Placid | | 0.005565267790% |
| | Sebring | | 0.038172471371% |
| Hillsborough | | 8.710984113657% | |
| | Hillsborough County | | 6.523111204400% |
| | Plant City | | 0.104218491142% |
| | Tampa | | 1.975671881253% |
| | Temple Terrace | | 0.107980721113% |
| Holmes | | 0.081612427851% | |
| | Holmes County | | 0.066805002459% |
| | Bonifay | | 0.006898026863% |
| | Esto | | 0.006269778036% |
| | Noma | | 0.001278286631% |
| | Ponce de Leon | | 0.000179759057% |
| | Westville | | 0.000179759057% |
| Indian River | | 0.753076058781% | |
| | Indian River County | | 0.623571460217% |
| | Fellsmere | | 0.004917045734% |
| | Indian River shores | | 0.025322422382% |
| | Orchid | | 0.000306861421% |
| | Sebastian | | 0.038315915467% |
| | Vero Beach | | 0.060642353558% |
| Jackson | | 0.158936058795% | |
| | Jackson County | | 0.075213731704% |
| | Alford | | 0.000303229925% |
| | Bascom | | 0.000061735434% |
| | Campbellton | | 0.001648699234% |
| | Cottondale | | 0.001093080329% |
| | Graceville | | 0.002794436257% |
| | Grandridge | | 0.000030867717% |
| | Greenwood | | 0.001292812616% |
| | Jacob City | | 0.000481173235% |

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| | Malone | | 0.000092603151% |
| | Marianna | | 0.073519638768% |
| | Sneads | | 0.002404050426% |
| Jefferson | | 0.040821647784% | |
| | Jefferson County | | 0.037584169001% |
| | Monticello | | 0.003237478783% |
| Lafayette | | 0.031911772076% | |
| | Lafayette County | | 0.031555885457% |
| | Mayo | | 0.000355886619% |
| Lake | | 1.139211224519% | |
| | Lake County | | 0.757453827343% |
| | Astatula | | 0.002727253579% |
| | Clermont | | 0.075909163209% |
| | Eustis | | 0.041929254098% |
| | Fruitland Park | | 0.008381493024% |
| | Groveland | | 0.026154034992% |
| | Howey-In-The-Hills | | 0.002981458307% |
| | Lady Lake | | 0.025048244426% |
| | Leesburg | | 0.091339390185% |
| | Mascotte | | 0.011415608025% |
| | Minneola | | 0.016058475803% |
| | Montverde | | 0.001347285057% |
| | Mount Dora | | 0.041021380070% |
| | Tavares | | 0.031820984673% |
| | Umatilla | | 0.005623371728% |
| Lee | | 3.325371883359% | |
| | Lee County | | 2.115268407509% |
| | Bonita Springs | | 0.017374893143% |
| | Cape Coral | | 0.714429677167% |
| | Estero | | 0.012080171813% |
| | Fort Myers | | 0.431100350585% |
| | Fort Myers Beach | | 0.000522935440% |
| | Sanibel | | 0.034595447702% |
| Leon | | 0.897199244939% | |
| | Leon County | | 0.471201146391% |

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| | Tallahassee | | 0.425998098549% |
| Levy | | 0.251192401748% | |
| | Levy County | | 0.200131750679% |
| | Bronson | | 0.005701448894% |
| | Cedar Key | | 0.005180329202% |
| | Chiefland | | 0.015326729337% |
| | Fanning Springs | | 0.000808007885% |
| | Inglis | | 0.004976965420% |
| | Otter Creek | | 0.000408543312% |
| | Williston | | 0.017774357715% |
| | Yankeetown | | 0.000884269303% |
| Liberty | | 0.019399452225% | |
| | Liberty County | | 0.019303217578% |
| | Bristol | | 0.000096234647% |
| Madison | | 0.063540287455% | |
| | Madison County | | 0.053145129837% |
| | Greenville | | 0.000110760631% |
| | Lee | | 0.000019973229% |
| | Madison | | 0.010264423758% |
| Manatee | | 2.721323346235% | |
| | Manatee County | | 2.201647174006% |
| | Anna Maria | | 0.009930326116% |
| | Bradenton | | 0.379930754632% |
| | Bradenton Beach | | 0.014012127744% |
| | Holmes Beach | | 0.028038781473% |
| | Longboat Key | | 0.034895046131% |
| | Palmetto | | 0.052869136132% |
| Marion | | 1.701176168960% | |
| | Marion County | | 1.303728892837% |
| | Belleview | | 0.009799592256% |
| | Dunnellon | | 0.018400790795% |
| | McIntosh | | 0.000145259844% |
| | Ocala | | 0.368994504094% |
| | Reddick | | 0.000107129135% |
| Martin | | 0.869487298116% | |

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| | Martin County | | 0.750762795758% |
| | Jupiter Island | | 0.020873839646% |
| | Ocean Breeze Park | | 0.008270732393% |
| | Sewall's Point | | 0.008356072551% |
| | Stuart | | 0.081223857767% |
| Miami-Dade | | 5.232119784173% | |
| | Miami-Dade County | | 4.282797675552% |
| | Aventura | | 0.024619727885% |
| | Bal Harbour | | 0.010041086747% |
| | Bay Harbor Islands | | 0.004272455175% |
| | Biscayne Park | | 0.001134842535% |
| | Coral Gables | | 0.071780152131% |
| | Cutler Bay | | 0.009414653668% |
| | Doral | | 0.013977628531% |
| | El Portal | | 0.000924215760% |
| | Florida City | | 0.003929278792% |
| | Golden Beach | | 0.002847092951% |
| | Hialeah | | 0.098015895785% |
| | Hialeah Gardens | | 0.005452691411% |
| | Homestead | | 0.024935668046% |
| | Indian Creek | | 0.002543863026% |
| | Key Biscayne | | 0.013683477346% |
| | Medley | | 0.008748274131% |
| | Miami | | 0.292793005448% |
| | Miami Beach | | 0.181409572478% |
| | Miami Gardens | | 0.040683650932% |
| | Miami Lakes | | 0.007836768608% |
| | Miami Shores | | 0.006287935516% |
| | Miami Springs | | 0.006169911893% |
| | North Bay Village | | 0.005160355974% |
| | North Miami | | 0.030379280717% |
| | North Miami Beach | | 0.030391990953% |
| | Opa-locka | | 0.007847663096% |
| | Palmetto Bay | | 0.007404620570% |
| | Pinecrest | | 0.008296152866% |

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| | South Miami | | 0.007833137111% |
| | Sunny Isles Beach | | 0.007693324511% |
| | Surfside | | 0.004869836285% |
| | Sweetwater | | 0.004116300842% |
| | Virginia Gardens | | 0.001172973244% |
| | West Miami | | 0.002654623657% |
| Monroe | | 0.476388738585% | |
| | Monroe County | | 0.330124785469% |
| | Islamorada | | 0.022357305808% |
| | Key Colony Beach | | 0.004751812661% |
| | Key West | | 0.088087385417% |
| | Layton | | 0.000150707089% |
| | Marathon | | 0.030916742141% |
| Nassau | | 0.476933463002% | |
| | Nassau County | | 0.392706357951% |
| | Callahan | | 0.000225152759% |
| | Fernandina Beach | | 0.083159445195% |
| | Hillard | | 0.000842507098% |
| Okaloosa | | 0.819212865955% | |
| | Okaloosa County | | 0.612059617545% |
| | Cinco Bayou | | 0.000733562214% |
| | Crestview | | 0.070440130066% |
| | Destin | | 0.014678507281% |
| | Fort Walton Beach | | 0.077837487644% |
| | Laurel Hill | | 0.000079892914% |
| | Mary Esther | | 0.009356549730% |
| | Niceville | | 0.021745398713% |
| | Shalimar | | 0.001824826796% |
| | Valparaiso | | 0.010456893052% |
| Okeechobee | | 0.353495278692% | |
| | Okeechobee County | | 0.314543851405% |
| | Okeechobee | | 0.038951427287% |
| Orange | | 4.671028214546% | |
| | Orange County | | 3.063330386979% |
| | Apopka | | 0.097215150892% |

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| | Bay Lake | | 0.023566594013% |
| | Belle Isle | | 0.010798253686% |
| | Eatonville | | 0.008325204835% |
| | Edgewood | | 0.009716067845% |
| | Lake Buena Vista | | 0.010355211161% |
| | Maitland | | 0.046728276209% |
| | Oakland | | 0.005429086686% |
| | Ocoee | | 0.066599822928% |
| | Orlando | | 1.160248481490% |
| | Windemere | | 0.007548064667% |
| | Winter Garden | | 0.056264584996% |
| | Winter Park | | 0.104903028159% |
| Osceola | | 1.073452092940% | |
| | Osceola County | | 0.837248691390% |
| | Kissimmee | | 0.162366006872% |
| | St. Cloud | | 0.073837394678% |
| Palm Beach | | 8.601594372053% | |
| | Palm Beach County | | 5.552548475026% |
| | Atlantis | | 0.018751230169% |
| | Belle Glade | | 0.020828445945% |
| | Boca Raton | | 0.472069073961% |
| | Boynton Beach | | 0.306498271771% |
| | Briny Breezes | | 0.003257452012% |
| | Cloud Lake | | 0.000188837798% |
| | Delray Beach | | 0.351846579457% |
| | Glen Ridge | | 0.000052656694% |
| | Golf | | 0.004283349663% |
| | Greenacres | | 0.076424835657% |
| | Gulf Stream | | 0.010671151322% |
| | Haverhill | | 0.001084001589% |
| | Highland Beach | | 0.032510968934% |
| | Hypoluxo | | 0.005153092982% |
| | Juno Beach | | 0.016757538804% |
| | Jupiter Island | | 0.125466374888% |
| | Jupiter Inlet Colony | | 0.005276563849% |

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| | Lake Clarke Shores | | 0.007560774903% |
| | Lake Park | | 0.029433275980% |
| | Lake Worth | | 0.117146617298% |
| | Lantana | | 0.024507151505% |
| | Loxahatchee Groves | | 0.002531152789% |
| | Manalapan | | 0.021632822333% |
| | Mangonia Park | | 0.010696571795% |
| | North Palm Beach | | 0.044349646256% |
| | Ocean Ridge | | 0.012786497807% |
| | Pahokee | | 0.004018250447% |
| | Palm Beach | | 0.185476848123% |
| | Palm Beach Gardens | | 0.233675880257% |
| | Palm Beach Shores | | 0.014135598612% |
| | Palm Springs | | 0.038021764282% |
| | Riviera Beach | | 0.163617057282% |
| | Royal Palm Beach | | 0.049295743959% |
| | South Bay | | 0.001830274040% |
| | South Palm Beach | | 0.005866681967% |
| | Tequesta | | 0.031893614595% |
| | Wellington | | 0.050183644758% |
| | West Palm Beach | | 0.549265602541% |
| Pasco | | 4.692087260494% | |
| | Pasco County | | 4.319205239813% |
| | Dade City | | 0.055819726723% |
| | New Port Richey | | 0.149879107494% |
| | Port Richey | | 0.049529975458% |
| | San Antonio | | 0.002189792155% |
| | St. Leo | | 0.002790804761% |
| | Zephyrhills | | 0.112672614089% |
| Pinellas | | 7.934889816777% | |
| | Pinellas County | | 4.546593184553% |
| | Belleair | | 0.018095745121% |
| | Belleair Beach | | 0.004261560686% |
| | Belleair Bluffs | | 0.007502670965% |
| | Belleair Shore | | 0.000439411029% |

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| | Clearwater | | 0.633863120196% |
| | Dunedin | | 0.102440873796% |
| | Gulfport | | 0.047893986460% |
| | Indian Rocks Beach | | 0.008953453662% |
| | Indian Shores | | 0.011323004874% |
| | Kenneth City | | 0.017454786058% |
| | Largo | | 0.374192990777% |
| | Madeira Beach | | 0.022616957779% |
| | North Reddington Beach | | 0.003820333909% |
| | Oldsmar | | 0.039421706033% |
| | Pinellas Park | | 0.251666311991% |
| | Redington Beach | | 0.003611522882% |
| | Redington Shores | | 0.006451352841% |
| | Safety Harbor | | 0.038061710740% |
| | Seminole | | 0.095248695748% |
| | South Pasadena | | 0.029968921656% |
| | St. Pete Beach | | 0.071791046619% |
| | St. Petersburg | | 1.456593090134% |
| | Tarpon Springs | | 0.101970595050% |
| | Treasure Island | | 0.040652783215% |
| Polk | | 2.150483025298% | |
| | Polk County | | 1.558049828484% |
| | Auburndale | | 0.028636162584% |
| | Bartow | | 0.043971970660% |
| | Davenport | | 0.005305615818% |
| | Dundee | | 0.005597951255% |
| | Eagle Lake | | 0.002580177987% |
| | Fort Meade | | 0.007702403251% |
| | Frostproof | | 0.005857603227% |
| | Haines City | | 0.047984773863% |
| | Highland Park | | 0.000063551182% |
| | Hillcrest Heights | | 0.000005447244% |
| | Lake Alfred | | 0.007489960729% |
| | Lake Hamilton | | 0.002540231530% |
| | Lakeland | | 0.294875668468% |

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| | Lake Wales | | 0.036293172134% |
| | Mulberry | | 0.005414560702% |
| | Polk City | | 0.001080370093% |
| | Winter Haven | | 0.097033576087% |
| Putnam | | 0.384893194068% | |
| | Putnam County | | 0.329225990182% |
| | Crescent City | | 0.005561636294% |
| | Interlachen | | 0.001877483489% |
| | Palatka | | 0.046955244716% |
| | Pomona Park | | 0.000379491344% |
| | Welaka | | 0.000893348043% |
| Santa Rosa | | 0.701267319513% | |
| | Santa Rosa County | | 0.592523984216% |
| | Gulf Breeze | | 0.061951507906% |
| | Jay | | 0.000159785829% |
| | Milton | | 0.046632041562% |
| Sarasota | | 2.805043857579% | |
| | Sarasota County | | 1.924315263251% |
| | Longboat Key | | 0.044489458856% |
| | North Port | | 0.209611771277% |
| | Sarasota | | 0.484279979635% |
| | Venice | | 0.142347384560% |
| Seminole | | 2.141148264544% | |
| | Seminole County | | 1.508694164839% |
| | Altamonte Springs | | 0.081305566430% |
| | Casselberry | | 0.080034542791% |
| | Lake Mary | | 0.079767627827% |
| | Longwood | | 0.061710013415% |
| | Oviedo | | 0.103130858057% |
| | Sanford | | 0.164243490362% |
| | Winter Springs | | 0.062262000824% |
| St. Johns | | 0.710333349554% | |
| | St. Johns County | | 0.656334818131% |
| | Hastings | | 0.000010894488% |
| | Marineland | | 0.000000000000% |

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| | St. Augustine | | 0.046510386442% |
| | St. Augustine Beach | | 0.007477250493% |
| St. Lucie | | 1.506627843552% | |
| | St. Lucie County | | 0.956156584302% |
| | Fort Pierce | | 0.159535255654% |
| | Port St. Lucie | | 0.390803453989% |
| | St. Lucie Village | | 0.000132549608% |
| Sumter | | 0.326398870459% | |
| | Sumter County | | 0.302273026046% |
| | Bushnell | | 0.006607507174% |
| | Center Hill | | 0.001312785844% |
| | Coleman | | 0.000748088199% |
| | Webster | | 0.001423546476% |
| | Wildwood | | 0.014033916721% |
| Suwannee | | 0.191014879692% | |
| | Suwannee County | | 0.161027800555% |
| | Branford | | 0.000929663004% |
| | Live Oak | | 0.029057416132% |
| Taylor | | 0.092181897282% | |
| | Taylor County | | 0.069969851319% |
| | Perry | | 0.022212045963% |
| Union | | 0.065156303224% | |
| | Union County | | 0.063629259109% |
| | Lake Butler | | 0.001398126003% |
| | Raiford | | 0.000012710236% |
| | Worthington Springs | | 0.000116207876% |
| Volusia | | 3.130329674480% | |
| | Volusia County | | 1.708575342287% |
| | Daytona Beach | | 0.447556475212% |
| | Daytona Beach Shores | | 0.039743093439% |
| | DeBary | | 0.035283616215% |
| | DeLand | | 0.098983689498% |
| | Deltona | | 0.199329190038% |
| | Edgewater | | 0.058042202343% |
| | Flagler Beach | | 0.000223337011% |

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| | Holly Hill | | 0.031615805143% |
| | Lake Helen | | 0.004918861482% |
| | New Smyrna Beach | | 0.104065968306% |
| | Oak Hill | | 0.004820811087% |
| | Orange City | | 0.033562287058% |
| | Ormond Beach | | 0.114644516477% |
| | Pierson | | 0.002333236251% |
| | Ponce Inlet | | 0.023813535748% |
| | Port Orange | | 0.177596501562% |
| | South Daytona | | 0.045221205323% |
| Wakulla | | 0.115129321208% | |
| | Wakulla County | | 0.114953193647% |
| | Sopchoppy | | 0.000107129135% |
| | St. Marks | | 0.000068998426% |
| Walton | | 0.268558216151% | |
| | Walton County | | 0.224268489581% |
| | DeFuniak Springs | | 0.017057137234% |
| | Freeport | | 0.003290135477% |
| | Paxton | | 0.023942453860% |
| Washington | | 0.120124444109% | |
| | Washington County | | 0.104908475404% |
| | Caryville | | 0.001401757499% |
| | Chipley | | 0.012550450560% |
| | Ebro | | 0.000221521263% |
| | Vernon | | 0.000361333863% |
| | Wausau | | 0.000680905521% |
| | | 100.00% | 100.00% |

EXHIBIT C

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”), such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

VILLAGE OF NORTH PALM BEACH

COUNTRY CLUB GOLF OPERATIONS

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Allan Bowman, Head Golf Professional

DATE: March 10, 2022

SUBJECT: **RESOLUTION – Approving a proposal from All-Site Construction, Inc. for construction of a Starter Booth at 1st Tee of North Palm Beach Golf Course and authorizing execution of a Contract in the amount of \$24,100.**

Village Staff is seeking Council consideration and approval of the attached Resolution accepting the proposal from All-Site Construction, Inc. for the construction of a starter booth located at the 1st tee of the North Palm Beach Country Club Golf Course.

Background:

The first tee of the golf course is the starting and focal point of the beginning of a round of golf. A staff member greets the members / guests and reviews the course rules and regulations as well as any special requirement for the day. As a high-volume facility, the course should have a starter booth that helps define the beginning of the golf course. Additionally, and more importantly, it provides employees shelter from the rain and sun.

Quotes:

Village staff has worked diligently to try to get three contractors to submit quotes for this project but had limited success. The following responses were received:

| Vendor | Cost | Comment |
|-----------------------|---------------------|--|
| All-Site Construction | \$24,100 | Also working on other Village projects (*) |
| RFA Anderson | \$46,145 | |
| NPB Builders | \$23,000 - \$30,000 | Vendor will only give estimate quote despite having all plans needed to build. |
| Platinum Builders | No response | Verbal discussion but no quote received |

(*) Other Fiscal Year 2022 Village projects for All-Site Construction, Inc.:

- Golf Shelter Installation \$18,000
- Emergency Roof Repairs to the Golf Course Building \$15,015

Funding:

A total of \$25,000 was budgeted in Fiscal Year 2021 for this project; however, we were not able to find contractors to bid on the project before fiscal year end. A budget amendment for the current fiscal year will be prepared at year-end if necessary.

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Account Information:

| Fund | Department | Account Number | Account Description | Amount |
|--------------|-------------------------|-----------------------|----------------------------|---------------|
| Country Club | Golf Course Maintenance | L8045-35244 | Outside Structures | \$24,100.00 |

Recommendation:

Village Staff Requests Council consideration and approval of the attached Resolution accepting a proposal from All-Site construction, Inc. to construct the starter booth on the first tee at a total cost of \$24,100, with funds expended from Account No. L8045-35244 (Golf Course Maintenance – Outside Structures) and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH ALL-SITE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF A STARTER BOOTH AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited bid proposals for the construction of a starter booth at the first tee of the North Palm Beach Country Club Golf Course and recommended accepting the proposal submitted by All-Site Construction, Inc.; and

WHEREAS, because the amount spent with this vendor for Country Club projects this fiscal year exceeds \$25,000, Village Council approval is required; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with All-Site Construction, Inc. for the construction of a starter booth at the first tee of the North Palm Beach Country Club Golf Course at a total cost of \$24,100.00, with funds expended from Account No. L8045-35244 (Golf Course Maintenance – Outside Structures). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2018.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT FOR CONSTRUCTION OF STARTER BOOTH

This Contract is made as of the ____ day of _____, 2022 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and ALL-SITE CONSTRUCTION, INC., a Florida corporation, hereinafter referred as CONTRACTOR, whose Federal I.D. No is 65-1140059.

WHEREAS, the VILLAGE is in need of a contractor to design and construct a starter booth located at the first tee of the North Palm Beach Country Club Golf Course (“Work”); and

WHEREAS, CONTRACTOR provided the VILLAGE with a Proposal to construct the Starter Booth, and the VILLAGE wishes to accept CONTRACTOR’s Proposal in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR.

A. CONTRACTOR shall perform such services pursuant to the conceptual sketch dated May 21, 2021 and as outlined in its Proposal dated February 28, 2022, copies of which are attached hereto and incorporated herein by reference. In the event of a conflict between the conceptual sketch and the Proposal, the terms of the Proposal shall control.

B. CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time such services are performed and shall comply with all applicable laws and regulations, including, but not limited to, all Florida Building Code and permitting requirements.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE’s issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. The Work shall be completed within ninety (90) days of the VILLAGE’s issuance of a Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in an amount not to exceed Twenty-Four Thousand One Hundred Dollars and No Cents (\$24,100.00).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE’s representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative’s approval.

- C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.
- D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.
- E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

During the term of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement.
- B. CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation and Automobile Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

ARTICLE 5. PERSONNEL.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.
- B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, CONTRACTORS and subcontractors perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this 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 CONTRACTOR.

ARTICLE 10. ACCESS AND AUDITS.

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

ARTICLE 11. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Andrew D. Lukasik, Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

All-Site Construction, Inc.
Attn: Ezra Saffold
2915 E. Tamarind Avenue
West Palm Beach, FL 33407

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 13. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONTRACTOR agree that this Contract, including all documents referenced herein, sets 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 14. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 15. PREPARATION.

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

ARTICLE 16. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 17. EXHIBITS AND CONTRACT DOCUMENTS.

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 18. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 19. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 20. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. 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 agree to 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 21. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 22. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

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

ARTICLE 23. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 24. INSPECTOR GENERAL

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 this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 25. PUBLIC RECORDS.

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: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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 the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 26. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**CONTRACTOR:
ALL-SITE CONSTRUCTION, INC.**

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
DARRYL C. AUBREY,
MAYOR

ATTEST:

BY: _____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

**R
E**

Anderson Construction, Inc.

1925 SW Oakwood Road
Port St Lucie, FL 34953

Office: 561-719-3921 Fax: 772-879-6382

June 18, 2021

TO: Allan Bowman
NPB Country Club

PROJECT: NPBCC – Starter Booth
North Palm Beach

CONCEPTUAL COST PROPOSAL

Thanks for the opportunity to present this Conceptual Cost Proposal to construct new starter booth using concept drawing (attached) and site meeting as follows:

Scope of Work:

- Provide Engineering drawings for permit/construction.
- Submit plans to building department for approval.
- Project walls are block built on concrete stem footers.
- Interior floor area will remain sand. No concrete slab figured.
- Support columns are steel posts and wrapped in wood.
- Header beams will be 2x lumber per engineer design/fasting to steel posts.
- Roof framing will be hand framed with structural lumber per engineer design/fasting. Facia will be constructed similar to existing Club House with 1'-0" overhangs.
- Block finish at exterior/interior is figured smooth to match existing Club House finish. If lap siding is required, see alternate cost below.
- Roof is figured at concrete flat tile similar to existing Club House.
- Underside of roof will be exposed rafter/wood framing and painted.
- Soffits will be smooth stucco. No outlooks. If required see alternate cost below.
- All new areas of construction will be painted similar to existing Club House.

Notes:

- All work figured during normal business hours. If weekend work is required will be at additional cost.
- Cost subject to changed based on final construction drawings and any building department comments
- Cost subject to change based on current market conditions.

COST OF PROJECT: \$46,145.00

Alternate Costs:

ADD: lap siding in lieu of smooth stucco. \$ 725.00
ADD: Out lookers at soffit. \$ 2,500.00

Look forward to this opportunity,

RE Anderson Construction, Inc.

Rick Anderson, President





PROPOSAL

| | | |
|---|---|---------------------------|
| PROPOSAL SUBMITTED TO: Village of North Palm Beach 501 US Hwy North Palm Beach FL Attention: Chuck Huff | Sent Via Email: chuff@village-npb.org Phone: 561-841-3380 | DATE 12/23/2021 |
| JOB NAME: First Tee Starter Booth | JOB LOCATION: NPB Country Club North Palm Beach FL 33409 | |
| SCOPE DESCRIPTION: Starter Booth Renovation | | |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES AS FOLLOWS:

DESCRIPTION OF WORK

1. Stem wall footer 16x30 continuous with 4 #5 bars
2. Second Phase block work and slab with #1 compacted fill and 4" concrete slab above - material and labor cost
3. CBS Construction with 3 1/2" steel post poured in block work to accommodate new beam and roof.
4. Install new roof truss as per plans and specs.
5. Install peel & stick underlayment
6. Install new fascia, soffit, and outriggers to match existing clubhouse roofing trusses and outriggers by others - labor cost only
7. Install new shingle to match existing clubhouse
8. Total estimated materials and labor cost for the sum of \$24,750.00

TOTAL AMOUNT \$24,750.00

Yours sincerely,
ALL-SITE CONSTRUCTION, INC.
Fzra Saffold
President

Bowman Allan

From: Customer Service <info@northpalmbuilders.com>
Sent: Monday, January 10, 2022 9:42 AM
To: Bowman Allan
Subject: Re: Allan Bowman / North Palm Beach CC

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Allan,

Based on the picture and the drawings there is a few different ways it could be designed/built. Usually for a small shell like that; footers, block, red iron columns, hand framed roof and engineering etc. I would budget around 23-30k. It is really just all minimums. Once we have a set of plans and see how its designed it I can give you an exact number. Hope this helps and let me know if you have any questions!

Sincerely,

Matt

MATTHEW SCHMITT
PRESIDENT
NORTH PALM BUILDERS, LLC
561-714-2619
www.northpalmbuilders.com

From: Bowman Allan <abowman@village-npb.org>
Date: Tuesday, December 28, 2021 at 10:43 AM
To: Customer Service <info@northpalmbuilders.com>
Subject: RE: Allan Bowman / North Palm Beach CC

Matt –

Can you put a quick estimate together on the following structure. It would be located near the 1st tee and your availability (I am sure you are very busy this time of year – your work in the photos on facebook / Instagram looks awesome).

Thank you

Allan Bowman, PGA A-4
Head Golf Professional

Bowman Allan

From: Bowman Allan
Sent: Friday, January 7, 2022 4:24 PM
To: 'Benjamin Herd'
Subject: Quote - North Palm Beach CC

Importance: High

Ben –

Can you please put together two quotes for me?

1. Additional bathroom at driving range - same as last year – square footage might be slightly bigger. (this would be a summertime project)
2. See attached building – even if this is rough estimate and approx. timeline. I have attached the drawing and photo. Location is by the 1st tee on golf course
I thought you were going to quote this last time but do not see your quote ...

Hope all is well – Happy New Year!

Allan Bowman, PGA A-4
Head Golf Professional
North Palm Beach CC



1st tee starter
booth2.pdf

772-919-1412
L/M 1/18/22 via phone -
NO ANSWER



PROPOSAL - REV 1

| | | |
|---|---|--------------------------|
| PROPOSAL SUBMITTED TO: Village of North Palm Beach 501 US Hwy North Palm Beach FL Attention: Chuck Huff | Sent Via Email: chuff@village-npb.org Phone: 561-841-3380 | DATE 2/28/2022 |
| JOB NAME: First Tee Starter Booth | JOB LOCATION: NPB Country Club North Palm Beach FL 33409 | |
| SCOPE DESCRIPTION: Starter Booth Renovation | | |

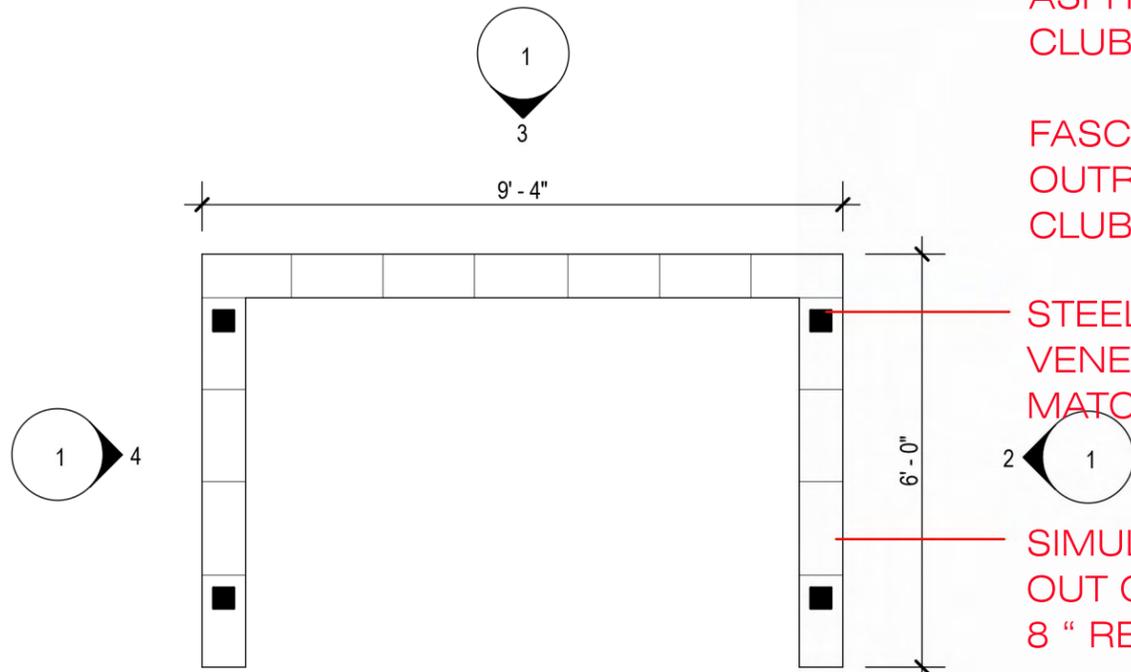
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES AS FOLLOWS:

| |
|----------------------------|
| DESCRIPTION OF WORK |
|----------------------------|

1. Stem wall footer 16x30 continuous with 4 #5 bars
2. Second Phase block work and slab with #1 compacted fill and 4" concrete slab above - material and labor cost
3. CBS Construction with 3 1/2" steel post poured in block work to accommodate new beam and roof.
4. Install new roof truss as per plans and specs.
5. Install peel & stick underlayment
6. Install new shingle to match existing clubhouse
7. Provide and install stucco for CMU block.

| |
|---------------------------------|
| TOTAL AMOUNT \$24,100.00 |
|---------------------------------|

Yours sincerely,
ALL-SITE CONSTRUCTION, INC.
Fzra Saffold
President

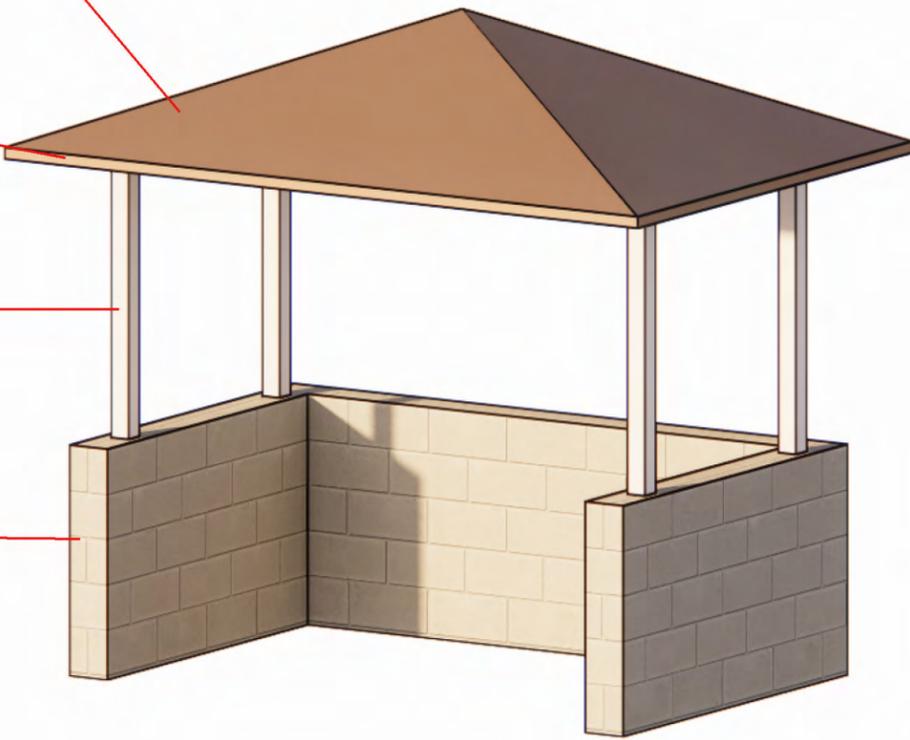


ASPHALT SHINGLE ROOF TO MATCH CLUBHOUSE

FASCIA, SOFFIT AND OUTRIGGERS TO MATCH CLUBHOUSE

STEEL TUBES WITH STUCCO VENEER AND DETAILING TO MATCH CLUBHOUSE

SIMULATED LAP-SIDING OUT OF STUCCO OVER 8" REINFORCED CMU

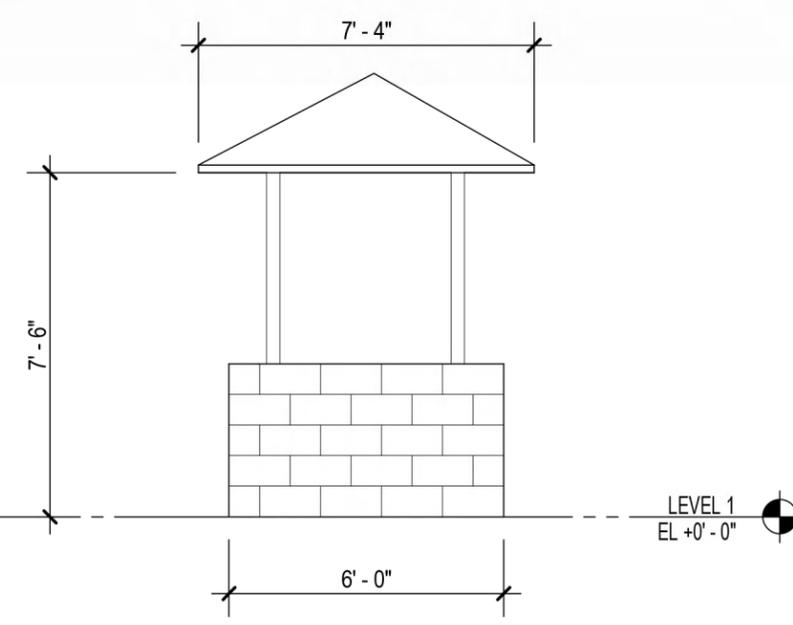
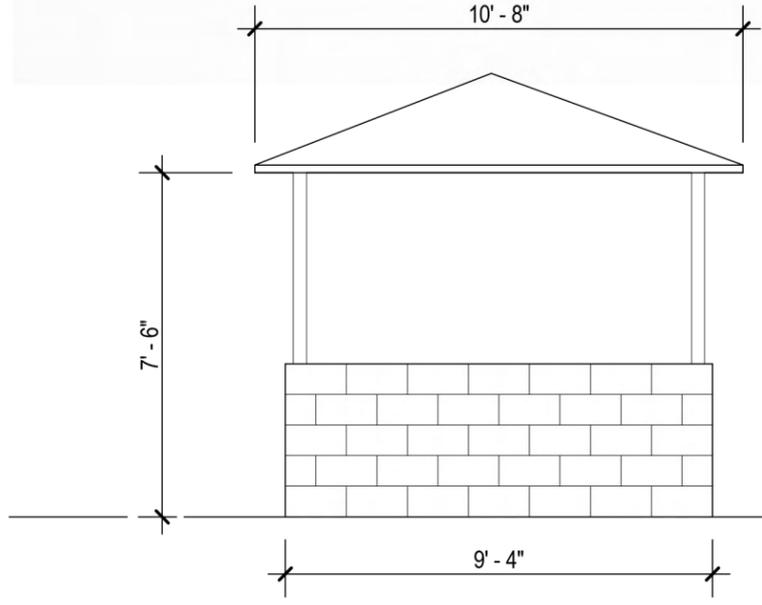
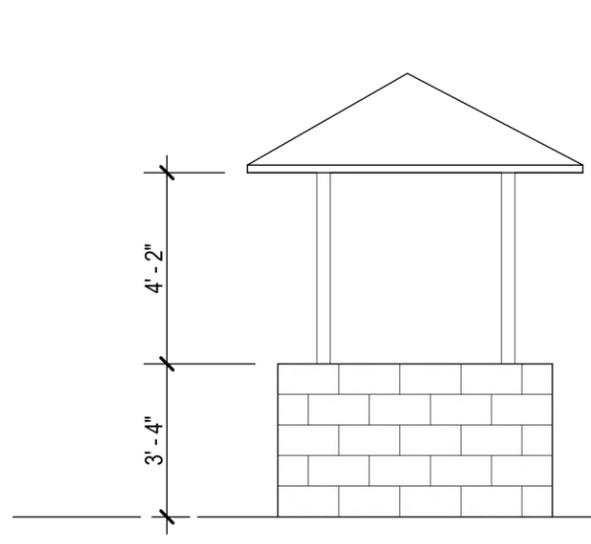


ASSUMPTIONS:
 1. WALL ENVISIONED AS STANDARD CMU. DIMENSIONS IN INCREMENTS OF 8" OR 16" TO MAXIMIZE FULL BLOCKS.
 2. METAL ROOF SUPPORTED BY 4X4 LUMBER.
 3. DRAWINGS ARE CONCEPTUAL IN NATURE. NOT FOR CONSTRUCTION. STRUCTURAL ANALYSIS REQUIRED.

1 FLOOR PLAN
 SCALE: 3/8" = 1'-0"

SIGNATURE OF APPROVAL, NPB

DATE



2 EAST
 SCALE: 1/4" = 1'-0"

3 NORTH
 SCALE: 1/4" = 1'-0"

4 WEST
 SCALE: 1/4" = 1'-0"

Plot Date: 5/25/2021 10:42:21 AM

NOT FOR CONSTRUCTION

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Kenneth Hern, Streets and Stormwater Manager, Department of Public Works

DATE: March 10, 2022

SUBJECT: **RESOLUTION – Accepting a proposal from Proline Vector Services, Inc. to clean, televise and inspect stormwater pipe in the amount of \$24,312.50 and authorizing execution of a contract.**

Village Staff is recommending Village Council consideration and approval of the attached Resolution accepting a proposal from Proline Vector Services, Inc., to clean, video and inspect approximately 1,365 LF of stormwater pipe. The section of pipe to be inspected extends from US1 to the East Alley, through an easement between two homes to Fathom and across Lakeside Drive to the outfall at the Lake Worth Lagoon (see the attached map). The cost of this scope of work is \$24,312.50.

Background:

The Village has been monitoring the condition of the drainage systems from 840 U.S. Highway One to Outfall 1055, which impacts the Village’s East Alley, for an extended period of time. Staff is presently repairing sink holes and depressions as they appear within the East Alley between catch basin 368 and catch basin 369. Because of the continued growth of these sinkholes and the traffic that frequents this alley way, the proposed scope of work should be completed as soon as possible to determine the cause.

Purchasing:

Village staff requested proposals for the stormwater pipe line cleaning services. The following quotes were received:

| Vendor | Total |
|-------------------------------|--------------|
| Proline Vector Services, Inc. | \$24,312.50 |
| Shenandoah | \$25,850.00 |
| Golf Coast Underground | \$24,300.00 |

As shown in the table above, Proline Vector Services, Inc. submitted a bid proposal that was \$12.50 more than the lowest bid proposal. However, based on previous experience and performance of Proline Vector Services, Inc., Public Works Staff is recommending acceptance of its proposal for this project. Proline also provided the following services during the current fiscal year:

- Lighthouse Cleaning and Televising Drainage to Outfall Pipe (\$18,867.50)
- Catch Basin Cleaning & Vac – Juniper (\$1,945)
- Solid Waste Truck Wash Cleaning (\$1,040)

The total cost for the current project is \$24,312.50, which will increase the total FY 2022 spending for Proline to \$46,165. Although the cost for this particular scope of work is within the Village Manager’s

purchasing limits, the cumulative amount for the vendor will exceed \$25,000 and requires Village Council approval.

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Account Information:

| Fund | Department / Division | Account Number | Account Description | Cost |
|-------------------------|------------------------------|-----------------------|----------------------------|-------------|
| Stormwater Utility Fund | Public Works | H7321-66215 | Stormwater Drainage | \$24,312.50 |

Recommendation:

Village Staff Requests Council consideration and approval of the attached Resolution accepting the proposal from Proline Vactor Services, Inc. to clean, video and inspect stormwater pipe line at a total cost not to exceed \$24,312.50, with funds expended from Stormwater Utility Fund Account No. H7321-66215 (Stormwater Drainage), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

PROJECT MAP

PROJECT: Cleaning, Televising and Inspection of approximately 1,365 LF of 36" RCP pipe.

LOCATION: The upstream location of the pipe starts @ 840 US Hwy 1 and runs to an outfall at the Lake Worth Lagoon.



RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM PROLINE VACTOR SERVICE, INC. FOR STORMWATER PIPE LINE CLEANING, INSPECTION AND VIDEO SERVICES FOR THE EAST ALLEYWAY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of stormwater pipe line cleaning, inspection and video services for a portion of the East Alleyway (840 U.S. Highway One to Outfall 1055); and

WHEREAS, Village Staff solicited written quotes for the work and recommended accepting the proposal submitted by Proline Vactor Services, Inc. based on their past performance on Village projects; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts a proposal from Proline Vactor Services, Inc. for stormwater pipe line cleaning, inspection and video services for a portion of the East Alleyway at a total cost of \$24,312.50, with funds expended from Account No. H7321-66215 (Stormwater Drainage), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and PROLINE VACTOR SERVICES, INC., P.O. Box 54119, Lake Worth Beach, FL 33454, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 65-0844565.

RECITALS

WHEREAS, the VILLAGE solicited quotes for the stormwater pipe line cleaning, inspection and video services for a portion of the East Alleyway ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposal submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

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

1. Recitals.

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

2. CONTRACTOR's Services and Time of Completion.

- A. Contractor shall perform the Work in accordance with its Proposal dated January 26, 2022 (Proposal No. 2022105), a copy of which is attached hereto and incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Twenty-Four Thousand Three Hundred and Twelve Dollars and Fifty Cents (\$24,312.50)**.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity

with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
 - C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.
6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this 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, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.
- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary

precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. 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. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this 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 of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

- G. The VILLAGE and CONTRACTOR agree that this Contract sets 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.
- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. 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: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (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, provide the VILLAGE with a copy 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 the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public

records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

- J. 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 this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

PROLINE VACTOR SERVICES, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
DARRYL C. AUBREY
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



PROLINE^{VECTOR} SERVICES, INC.

SEWER & STORM CLEANING
Telespection & Sewer Rehabilitation

COMPANY : Village of North Palm Beach
ATTENTION: Steve Hallock
ADDRESS: 645 Prosperity Farms Rd
North Palm Beach, FL 33408
PROJECT: US 1 to Outfall Pipe

DATE: 26-Jan-22
PROPOSAL # 2022105
PHONE # 561-691-3440
CELL #
PLAN DATE: N/A
REV. DATE: N/A

EMAIL: Khern@village-npb.org

| DESCRIPTION | QTY | UNIT | \$/UNIT | TOTAL |
|---|-------|------|------------|--------------------|
| Clean 36" Outfall Pipe with a Diver to Install 36" Plug | 1 | LS | \$2,000.00 | \$2,000.00 |
| Clean 36" RCP Pipe | 1,365 | LF | \$10.00 | \$13,650.00 |
| Televise RCP pipe | 1365 | LF | \$2.50 | \$3,412.50 |
| Plugs/Pumps to Dewater Pipe | 1 | LS | \$4,500.00 | \$4,500.00 |
| Dump Fee | 3 | EA | \$250.00 | \$750.00 |
| | | | | \$0.00 |
| | | | | \$24,312.50 |

NOTE : Above pricing is all inclusive of Barnacle Removal (only enough) to install a Plug at Outfall, Dewatering, Cleaning and Televising of all Boxes and Connecting Pipes and Disposal of Debris. Any outfall lines would need to be plugged and Televised up to the Plug only.

EXCLUDED: Water Meter, M.O.T., Permits, Erosion Control, Root Cutting, Retainage

All work to be completed in a workmanlike manner according to standard practices.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders , and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. this proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Payment will become due upon receipt of Invoice.

Thank you for the opportunity to submit this proposal. Please feel free to call if you have any questions regarding this proposal.

Respectfully Submitted,

Accepted By: _____ Date _____

Todd G. Blum

Proline Vector Services, Inc.

Village of North Palm Beach

P.O. Box 541149 Lake Worth, Florida 33454 Telephone (561) 340-1495 Fax (561) 340-1498



DATE: January 25, 2022
 SUBMITTED TO: North Palm Beach , Village of
 STREET: 501 US Highway 1
 CITY, STATE & ZIP: North Palm Beach, FL 33408
 PHONE: (561) 904-2139
 FAX:
 EMAIL: khern@village-npb.org
 JOB NAME: 850 US Hwy. 1
 ATTENTION: Ken Hern

PROPOSAL #P24582

We propose to furnish a crew and all necessary equipment to 1) bag pump down clean and televise 36" drainage lines as on google plans. 2) divers to remove barnacle's from outfall to install plug at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

| | | | |
|---------------------------------------|----------------------------|-----------------|-------------|
| Jet Vac Equip. | (at \$0.00 Per Hour) | 0 hour(s) | \$0.00 |
| Video Equip. | (at \$0.00 Per Hour) | 0 hour(s) | \$0.00 |
| Disposal | (at \$0.00 Per Truck Load) | 0 truck load(s) | \$0.00 |
| Water Usage Fee | (at \$0.00 Per Truck Load) | 0 truck load(s) | \$0.00 |
| Fuel Surcharge (Vac & Support Equip.) | (at \$0.00 Per Day) | 0 day(s) | \$0.00 |
| Fuel Surcharge (Video Equip.) | (at \$0.00 Per Day) | 0 day(s) | \$0.00 |
| Support Truck | (at \$0.00 Per Hour) | 0 hour(s) | \$0.00 |
| Pump 3" | (at \$0.00 Per Day) | 0 day(s) | \$0.00 |
| Air Bags/Plugs to Dewater 0-36" | (at \$0.00 Per Day) | 0 day(s) | \$0.00 |
| JetVac Truck for Cleaning #1 | (at \$3,000.00 Per Day) | 4 day(s) | \$12,000.00 |
| Video Equipment #1 | (at \$2,500.00 Per Day) | 4 day(s) | \$10,000.00 |
| Dive crew #2 | (at \$3,850.00 Per Day) | 1 day(s) | \$3,850.00 |

NOTE: One way travel time for all hourly vehicles listed above. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
 (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

1888 NW 22nd Street
(954) 975-0098



SHENANDOAH

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Perry Hoff

TITLE
Estimator

DATE
01/25/2022

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:



5655 Middle Road
 Theodore, AL. 36582
 Office: 251-472-6684
 Fax: 866-720-9834

Date: February 1, 2022

**Re: Phase 1 – Cleaning and CCTV Inspection
 Alleyway Storm Drain
 Village of North Palm Beach
 North Palm Beach, Florida**

We propose to furnish the Cleaning and CCTV in accordance with industry standards and following NASSCO guidelines for problem characterization:

| Item# | Description | Quantity | Units | Unit Price | Total |
|-------|-----------------|----------|-------|--------------|------------------|
| 1 | Mobilization | 1 | EA | 2,300.00 | \$ 2,300.00 |
| 2 | CCTV Inspection | 40 | HR | 550.00 | \$ 22,000.00 |
| 3 | Normal Cleaning | 40 | HR | INCL. | INCL. |
| | | | | | |
| | | | | TOTAL | 24,300.00 |

BOND AND SALES TAX IS EXCLUDED (ADD 2% IF BOND IS REQUIRED).
 QUANTITIES ARE ESTIMATES ONLY BASED ON OWNER SUPPLIED LENGTH FOR 36” RCP NORMAL CLEANING. PAYMENT SHALL BE MADE FOR THE ACTUAL WORK PERFORMED AT THE SPECIFIED UNIT PRICES.

Proposal Inclusions for the Cleaning and CCTV Inspection:

1. All labor, material, and equipment required to clean, and televise the lines as shown on the enclosed map.
2. One mobilization.
3. 2000 LF of water transfer hose for use with local hydrants.
4. Worker’s compensation insurance and employer’s liability insurance
5. Certificate of Insurance within normal limits.
6. Duration of work is based on normal cleaning. Additional time for heavy cleaning could cause project duration to incur additional time extension as noted in the additive item 5 on the estimate breakdown.
7. Contract is an hourly rate agreement with a Not to Exceed amount. In the event that additional costs are required for work associated with unforeseen conditions, additional funds will be added to the contract based on all agreement from all parties prior to continuing work.



5655 Middle Road
Theodore, AL. 36582
Office: 251-472-6684
Fax: 866-720-9834

The following is to be provided to GCU, LLC at no charge:

1. Supply water, hydrant meter, backflow preventer and hose protection ramps (as required). Water trucks are not anticipated and hooking to a hydrant will be necessary to complete this scope of work.
2. This service does not include the removal of additional debris caused by a collapse in the pipe.
3. This service does not include the removal of non-typical sewer hazardous material that cannot be disposed of at a WWTP or landfill location. Any special permitting costs shall be incurred by the customer.
4. Ingress and egress access to the site work area(s) adequate for set up, operation, maintenance, and removal of equipment and related site restoration, if any. Provisions shall be made for GCU equipment to access project site **under it's own power**. GCU Equipment is not 4x4 off-road capable.
5. In case storm drain outfall invert elevation is not within reasonable range of water level for video inspection at low tide, plugging and bypass could be required. This cost is not in the estimate to complete and would need to be added if deemed necessary by all parties.
6. Spill containments shall be provided if required.
7. Root cutting and removal is not included in estimate.
8. Traffic Control (signage, flaggers, etc), if required. GCU will **only** provide cones to go around our vehicles.
9. Site work and clean-up including, and sod, seed or mulch will be provided by the owner

Other terms:

1. Payment due within **sixty** days of our invoice (Retainage due within 120 days of completion of GCU's work performed).
2. Stated prices are in effect for thirty days from the date of this proposal.
3. A service charge of 1-1/2% per month, which is an annual rate of 18%, will be added for all past due accounts.
4. GCU will not be responsible for liability, loss, or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate, or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of GCU's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.
5. The customer and GCU will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other part resulting from a negligent act or omission in performance of work under this agreement.

We appreciate the opportunity to provide this proposal and look forward to another successful project with GRU, LLC. Please let us know if there are any questions as you evaluate our proposal. Thank you and we look forward to your response.



5655 Middle Road
Theodore, AL. 36582
Office: 251-472-6684
Fax: 866-720-9834

Sincerely,

A handwritten signature in blue ink that reads "Brandon Lawhern". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brandon Lawhern, P.E., DBIA
Regional Director

Village of North Palm Beach
ACCEPTED:

By: _____

Title: _____

Date: _____



Cambridge Security Services

Allergy associates of the Palm Beaches

SOUTHEASTERN SECURITY GROUP

Platinum Title Insurers

Gold Medal Mobile Auto Detail

Easterly Rd

Easterly Rd

Lakeside Dr

N26°49'24.96"

3'37.44"

38

239

240

35

US HWY 1

2300 S.E. 1

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Marc Holloway, Solid Waste Manager

DATE: March 10, 2022

SUBJECT: **RESOLUTION – Amending Resolution No. 2021-75 to increase the purchase price of a Grapple Truck ordered from Nextran Truck Center by \$7,750 for a total cost of \$177,688.**

Village staff is requesting Council consideration and adoption of a Resolution amending Resolution No. 2021-75 to increase the purchase price of one (1) 2022 Mack MD7 Grapple Truck ordered from Nextran Corporation d/b/a Nextran Truck Center.

Background:

Through the adoption of Resolution No. 2021-75 on September 8, 2021, the Village Council approved the CIP purchase of one (1) 2022 Mack MD7 Grapple Truck from Nextran Truck Center pursuant to pricing established in an existing Florida Sheriff's Association Contract for Heavy Trucks (Contract No. FSA20-VEH18.0 #62) at a total cost of \$169,938.00.

The vendor has notified the Village that there is a significant delay in the delivery of this truck due to supply chain issues with the chassis. The vendor has also advised that there is another truck (*currently in the final stages of construction*) available for purchase; however, because this truck has upgrades to its control systems and an upgraded heavy duty bed design, it will cost an additional \$7,750.00.

The 2003 Sterling Grapple Truck (VIN: 2FZAAKBV73AK88620) that the Village will surplus will require an extensive over haul in order to stay operational until the scheduled arrival time of the original purchase; therefore, Village Staff is requesting Village Council approval to increase the purchase price to \$177,688.00. This change will allow the Solid Waste Department to continue to provide uninterrupted service to Village residents and customers.

Financial Impact:

The following budget amendment authorizes the use of an additional \$7,750 in CIP funds for this purchase. A CIP Fund Recap, as well as all supporting documentation, has been included in the agenda backup material for review:

Budget Amendment:

| Account | Description | Use | Source |
|------------------------------------|----------------------------|----------------|----------------|
| Capital Projects Fund: | | | |
| K7020-66410 | Solid Waste – Automotive | \$7,750 | |
| K5541-66000 | Reserve Expenses - Capital | | \$7,750 |
| | | | |
| Total Capital Projects Fund | | \$7,750 | \$7,750 |

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution amending Resolution No. 2021-75 to approve an increase in purchase price of one 2022 Mack MD7 Grapple Truck to \$177,688.00 and authorizing the Mayor and Village Clerk to execute the required budget amendment to transfer additional funds for this capital purchase in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING RESOLUTION NO. 2021-75 TO INCREASE THE PURCHASE PRICE OF ONE MACK MD7 GRAPPLE TRUCK FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO TRANSFER \$7,750.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE SANITATION – AUTOMOTIVE CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2021-75 on September 8, 2021, the Village Council approved the purchase of one 2022 Mack MD7 Grapple Truck from Nextran Corporation d/b/a Nextran Truck Center pursuant to pricing established in an existing Florida Sheriff's Association Contract for Heavy Trucks (Contract No. FSA20-VEH18.0 #62) and the surplus of one existing 2003 Sterling Grapple Truck; and

WHEREAS, due to supply chain issues, there will be significant delay in the delivery of the Grapple Truck and Nextran has offered to sell the Village a different truck in the final stages of construction for an additional \$7,750.00 due to upgrades to the control systems and an upgraded heavy-duty bed design that were not included in the Grapple Truck originally authorized and ordered; and

WHEREAS, the Village Council seeks to amend the current capital projects fund budget to transfer \$7,750.00 from the Capital Reserve Account to the Sanitation – Automotive Capital Account to fund this additional cost; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby amends Resolution No. 2021-75 to increase the purchase price of one 2022 Mack MD7 Grapple Truck from Nextran Corporation d/b/a Nextran Truck Center from \$169,938.00 to \$177,688.00, with funds expended from Account No. K7020-66410 (Sanitation – Automotive).

Section 3. In order to fund this additional expense, the Village Council hereby approves a budget amendment for the transfer of funds as indicated below and authorizes and directs the Mayor and Village Clerk to execute the budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

| Account | Description | Use | Source |
|------------------------------------|----------------------------|----------------|----------------|
| Capital Projects Fund: | | | |
| K7020-66410 | Sanitation - Automotive | \$7,750 | |
| K5541-66000 | Reserve Expenses - Capital | | \$7,750 |
| | | | |
| Total Capital Projects Fund | | \$7,750 | \$7,750 |

Section 4. All other provisions of Resolution No. 2021-75, to the extent not expressly modified herein, shall remain in full force and effect.

Section 5. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

| Village of North Palm Beach | | | |
|--|-------------------------------|---------------|------------------|
| CIP Fund Recap | | | |
| Fiscal Year 2022 | | | |
| Beginning Balance | | | \$88,407 |
| Transfers in: | <u>Resolution / Ordinance</u> | <u>Amount</u> | <u>Total</u> |
| FY 2022 Transfer in (transfer during budget process) | Ordinance # 2021-17 | 660,000 | |
| Total Transfers in | | | \$660,000 |
| Less: Purchases | | | |
| <u>Description</u> | <u>Resolution #</u> | <u>Amount</u> | <u>Total</u> |
| <u>Fiscal Year 2022</u> | | | |
| Community Center Playground Equipment | Resolution # 2022-08 | 3,315 | |
| Boat Engine Replacement | Resolution # 2022-12 | 44,500 | |
| Webstreaming | Resolution # 2022-15 | 39,690 | |
| Increase in Grapple Truck Purchase Price | on 3/10/22 agenda | 7,750 | |
| | | | |
| | | | |
| | | | |
| Total Purchases | | | (95,255) |
| | | | |
| CIP Fund Available Balance | | | \$653,152 |



ISUZU



FLORIDA SHERIFF’S ASSOCIATION BID SHEET

CUSTOMER: VILLAGE OF NORTH PALM BEACH
 BID NUMBER: FSA 20-VEH18.0 ITEM NUMBER 62
 DATE: 2 22 2022
 DESCRIPTION: MACK MD7 GRAPPLE TRUCK
 BID NUMBER: VONPB22222B

BASE PRICE: 75,662

PUBLISHED OPTIONS:

| | | |
|-------------------|--------------------|-------|
| HP300 | UPGRADE TO 300HP | 2,176 |
| BATTSWITCH | BATTERY DISCONNECT | 82 |
| PTOPREP | PTO PREP KIT | 126 |
| DLR BACKUP ALALRM | | 203 |
| NEW | MUNI TAG | 300 |

UNPUBLISHED/OFF CONTRACT OPTIONS:

| | |
|---|--------|
| FRAME UPGRADES | 2,315 |
| CHASSIS TOTAL | 83,364 |
| PETERSON TL3 LOADER & 18/24 HTS DUMP BODY | |
| VONPB SPEC | 93,324 |
| 5 YR/200K CUMMINS WARRANTY | 3,500 |

TOTAL: 177,688



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, January 10, 2022

6:00 pm

1. Call to Order: Chairperson Marcus called the meeting to order at 6:00 pm.
2. Roll Call:
 - Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Camille Carroll
 - Via Phone: Ellen Allen, Shawn Woods
 - Absent: Kendra Zellner
 - Also Present: Andy Lukasik, Village Manager; Ken Hern, Streets & Stormwater Division Manager
3. Introduction of Mr. Ken Hern, Streets & Stormwater Manager.
4. Public Comments: None.
5. The Minutes of the December 6, 2021 regular meeting were approved.
6. Community Greening Presentation by Co-Founder Mark Cassini:
 - a. A tree canopy survey/master plan can be included in the FY22-23 strategic planning.
 - b. A tree canopy survey will be required to educate, promote, fund and select appropriate trees.
 - c. The Florida Department of Agriculture Forest Unit can provide a tree canopy assessment.
 - d. Village could utilize I-Tree software, which will provide an estimate of the tree canopy.
 - e. Recommends planting 15-25 gallon trees.
 - f. The committee requested that staff review the current Village tree permitting process regarding approved tree types in comparison to Palm Beach Gardens.
 - g. The committee requested final "scope of work" modifications for the Stormwater Master Plan to include consideration of trees in swales.
 - h. The committee requested staff research grant opportunities - US Forestry Service – William Liner – grants regarding tree planting projects and voucher programs for residents.
 - i. The committee recommended the tree canopy survey/master plan funding be presented to council for consideration.

- j. Opportunities:
 - i. Partner with the Arbor Day Foundation.
 - ii. Tree planting parties for community engagement.
 - iii. Heritage Day tree giveaway (3 gallon).

- 7. Urban Garden:
 - a. The next meeting will be on Saturday, January 29, 2022 at 9:00 am.
 - b. Chairperson Marcus stated that there will be a kick-off event in January 2022.
 - c. Andy Lukasik stated he will discuss the following with Zak Sherman:
 - i. Kick-off event
 - ii. Signage
 - iii. Compost

- 8. Water Quality Initiatives:
 - a. Andy Lukasik stated that responses to the RFQ for the Village's Stormwater Master Plan are due this month.
 - b. Andy Lukasik stated that a stormwater study would be required for long-term planning, vulnerability and water quality as well as assist with implementing strategies to treat the collected water for chemicals and trash before it discharges.
 - c. The committee requested staff research grant opportunities regarding sea level rise studies and assessments.
 - d. Ken Hern mentioned that Lida traps will be tested in several drains.
 - e. Andy Lukasik recommended a committee member be engaged in the RFQ process to ensure a residents' perspective. Ellen Allen volunteered to be the committee representative.

- 9. Lakeside Park Berm:
 - a. Andy Lukasik provided a progress update and recommended that plant species signage be considered.
 - b. Lisa Interlandi commented that the committee will need to ensure that dune stabilization is not compromised for aesthetics/views. Utilization of fast-growing plants with strong, supportive root systems must a priority.

- 10. Clean Up events:
 - a. Peanut Island with The Reef Institute - Shawn Woods stated that it was very successful with 21 participants collecting 58 pounds of trash and recommended it become an annual event.
 - b. Anchorage Park - January 29 at 8:00 am.

- 11. Car Charging Stations at the Country Club - Andy Lukasik stated that FPL agreed to install two (2) separate charging areas with two (2) stations in each area and is waiting for an update.

- 12. Ban on Plastics - Business Promotion - Draft House - Andy Lukasik mentioned that Ed Cunningham will meet with owner Randy Epstein soon.

13. Speaker Series - Chairperson Marcus stated that Mo Belanger from The Reef Institute will present on January 22 at 10:00 am.
14. Residential Ad Hoc Committee - Andy Lukasik stated that the next meeting will be on January 19.
15. Natural Shoreline Protection: code language - Andy Lukasik stated that progress stalled and we will need to revisit.
16. Golf Course Ponds: littoral planting plans - Andy Lukasik stated that progress stalled and we will need to revisit.
17. Lozman Floating Structure - Andy Lukasik stated that we are in the process of confirming the current location.
18. Next meetings: the next meeting will be on February 7, 2022 at 6:00 pm in the Anchorage Park building.
19. Adjournment: the meeting adjourned at 7:18 pm.

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of January 17, 2022

I. CALL TO ORDER

A. The meeting was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

| A. <u>Board:</u> | Present | Absent |
|---------------------------------------|---------|--------|
| Stephen Mathison – Chairman | x | |
| Rich Pizzolato – Vice Chairman | x | |
| Curtis Witters – Secretary | x | |
| Jeff Egizio – Member | x | |
| Landon Wells – Member | x | |
| Orlando Puyol – Member | | x |
| Sandra Felis – Member | | x |
| B. <u>Staff Members:</u> | | |
| Allan Bowman, Director of Golf | x | |
| Beth Davis, General Manager | x | |
| Lenore Dingle, Membership Coordinator | | |
| C. <u>Council Members:</u> | | |
| Darryl Aubrey | | |
| Susan Bickel | | |
| Mark Mullinix | | |
| David Norris | | |
| Deborah Searcy | | |

D. Public Present:

III. APPROVAL OF MEETING MINUTES

A. Minutes of the November 15, 2021 GAB Meeting were approved 5-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

The new range ball machine has arrived and will be installed by the end of the week, and as early as tomorrow. It will have two stations for dispensing balls.

Rich Pizzolato told the Board that some patrons seem to be bringing cheaper or inferior golf balls to the range from other ranges or courses. Allan Bowman told the Board that his staff sort the balls when they are washed to remove such other balls. Allan asked Rich to alert staff if he observes someone bringing outside balls to the range.

Rounds Report. We had a small increase in the number of rounds played in December, but our revenue increased by 12%, due to slightly more non-member play. To date, the number of rounds for January is down, due to several days of rain.

Tee Times. We are varying the tee time intervals. For the first half hour of play the interval will be 8 minutes. For the balance of the morning, it will be 9 minutes. For afternoon play, the interval will be 10 minutes.

Allan updated the Board on group play. He is monitoring the situation carefully and has observed that some groups are not filling all of the slots they have booked. Allan will study this over the balance of the winter season.

The shelter at the staging area is complete. We are receiving bids on a starter's hut for the 1st tee. The tower clock is due in March.

We have noted some issues with the satellite boundaries and are adjusting the geofencing on the new carts. We have extended curbing on some of our cart paths.

Allan was asked if we will put rakes in the bunkers. He explained that the absence of rakes serves to protect the banks of the bunkers and told us that Pine Valley doesn't have rakes in its bunkers.

The weather station has been installed by the lake between holes 3 and 8. It is connected to our irrigation system and will control the amount of water used on the course. The system will adjust for rain fall and will conserve water and prevent over watering.

The warm weather in January has been good for the course and it is in great condition. We have purchased 600 plants, consisting of cord grass and flowering shrubs which are being placed on the course.

The course will be closed June 1-4 for aeration and will reopen for members only on June 5-6.

Allan is going to the Village Council seeking funding for approval of 1,100 linear feet of stabilization of the banks of our ponds.

Long-term Capital Improvement. The golf maintenance building needs work. The roof leaks and we are going to the Village Council to approve resealing. The floor of the structure needs repair and resealing.

The Club must construct a wash plant. We have potential environmental issues from the run-off of chemicals and fertilizers from our equipment. We store fuel in the maintenance area and the wash area at that facility drains into the adjacent pond. We are seeking grants to assist in the cost of a wash plant, which is anticipated to be \$600,000 -

\$700,000. We will plan to remove non-native trees from the area around the pond on hole 2 and construct the new wash plant between the maintenance area and the pond.

Beth Davis spoke on financial issues. The Village Council has notified the Club that it sustained an operating loss for 2018 and 2019, during the period that the course was being regressed. The total loss, over three years was \$1.4 million, and this loss was paid from the enterprise fund of the Village. The Council wants the Club to repay that amount, over a period of years. This topic will be discussed at the March meeting of the GAB.

V. DISCUSSION TOPICS

VI. ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

The next meeting will be February 21, 2022.

Minutes by Curtis L. Witters, Secretary.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Business Advisory Board

MINUTES

Village Hall Conference Room

Tuesday, January 18, 2022

5:30 pm

1. Call to Order: Village Manager Andy Lukasik called the meeting to order at 5:31 pm.
2. Roll Call:
 - Present: Nina Balgar, Marshall Gillespie, Adam Jones, Ronald Lantz, Dave Talley
 - Present Via Phone: Veronica Frehm, Nathan Kennedy
 - Also Present: Andy Lukasik, Village Manager; Susan Bickel, Councilmember
3. Public Comments: None.
4. Business Networking Event:
 - a. Andy Lukasik mentioned that approximately thirty people attended the November event with ten responding to the survey, which opened on December 10, 2021 and remains open. Examples of survey comments:
 - i. Additional desirable restaurants for lunch.
 - ii. Request for regularly scheduled networking event.
 - iii. Approval to utilize marquee signage indicating businesses within the multi-company building. Andy Lukasik mentioned that staff are starting to engage with a company that reviews signage code to determine the appropriate balance.
 - b. The committee agreed to have another networking event in March.
 - i. Andy Lukasik stated that he would email the committee with available dates.
 - ii. Andy Lukasik requested Communications Manager Ed Cunningham send a "save-the-date" notification to all those who attended the last event.
 - iii. Andy Lukasik mentioned providing comment/suggestion cards to encourage feedback.
 - iv. The committee suggested that perhaps a different restaurant could provide/supplement the food.

5. Tax Increment Financing Concept Discussion:
 - i. Andy Lukasik provided a document for review and explained that the concept is a widely used economic development tool, which has not been utilized in the Village. This financing concept is utilized to capture incremental increase in value in a district to generate revenue, which will be applied back into the commercial district. Examples of possible development projects requiring funding:
 1. Parking lots/structures
 2. Business development
 3. Additional policing
 4. Business retention
 5. Storefront Revitalization
 6. US-1 and Northlake corridors
6. Next meeting: the next meeting will be on February 15, 2022 at 5:30 pm in Village Hall.
7. Adjournment: the meeting adjourned at 6:42 pm.

**VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARED MEETING MINUTES
JANUARY 25, 2022**

CALL TO ORDER

Chairperson Christine DelGuzzi called the meeting to order at 7:06 PM.

ROLL CALL

Present: Zakariya Sherman, Director of Leisure Services (Remote)
Julie Morrell, Library Manager
Christine DelGuzzi, Chairperson
Phyllis Wissner, Vice Chairperson
Bonnie Jenkins, Secretary
Carolyn Kost, Member
Tina Chippas, Member
Leslie Metz, Member (Remote)

Excused: Brad Avakian, Member (Business conflict)

APPROVAL OF MINUTES

Minutes for the November 23, 2021 meeting were approved after a motion made by Phyllis Wissner and seconded by Tina Chippas.

LIBRARIAN'S REPORT

Library Manager Julie Morrell reported the following:

- Tree Lighting Ceremony was held 12/01/2021;
 - Friends of the Library served cookies and punch;
 - Library staff live-streamed the ceremony on Facebook.
- Santa's Jolly Trolley Rides was held December 17th;
 - staff decorated the Obert Room to look like Santa's Sleigh Runway;
 - Snow machine was used;
 - Friends passed out butter cookies, water, fruit punch, and hot chocolate.
 - Library staff set up a craft table and passed out Christmas themed craft kits for children.
- AARP Tax Aide will be back at the Library February 2nd through April 15th and will be there every Wednesday and Friday from 9:00am – 12:30pm;
 - They will be using Bob's Garage and the Obert Room;
 - AARP is requiring the wearing of masks by both volunteers and patrons and will also utilize other social distancing appliances;
 - Service will be first come first served, no appointments taken over the phone; in-person appointments for the following day may be made if time runs out
- Due to the Library not having the secure Wi-Fi required for their new ticket kiosks, Palm Tran has agreed to continue printing out paper tickets and bringing them to the Library

- AAUW canceled their meeting in January due to COVID concerns;
 - It is tentatively rescheduled for March.
- Upcoming Books & Bites will be April 12th at 10:30 at the North Palm Beach Country Club
 - Will feature *The Attic on Queen Street* author Karen White.
- Facilities:
 - The downstairs bathroom required minor repairs;
 - A door was removed from the back staff office to allow more room for desks.
 - The door is being stored in the downstairs closet.
 - Self-checkout stations will be installed upstairs through a grant from the American Rescue Plan.
 - R. George has provided renderings for the upstairs remodel; wheeled shelves are still under consideration.
- Children's Programming
 - Two story times are held each week;
 - Attendance has risen to approximately 15 children.
 - An Elf on the Shelf hunt was held throughout December and was a big hit;
 - Children came each day to find the hidden Elf;
 - Each child who found the Elf and was rewarded with a small toy from the treasure chest.
- Teen Programming:
 - S.O.F.T.
 - Program continues to be filled (30 positions).
 - Average daily attendance is 24.
- Adult Programming:
 - Knit and Crochet on Mondays attendance increased to an average of 12 members.
 - Quilting group is back on Fridays.
 - Friday Yoga in the Park with Mi Sun averages 12 people and a dog.
 - Adult Crafts met on Thursday December 9th for a Christmas tree ornament craft;
 - coffee and cookies were served;
 - 11 people made ornaments.
 - Author Talk with Joseph Tringali was held January 11th;
 - 8 people attended.
 - Great Courses Lectures was started January 5th;
 - The topic was The Celtic World and what it means to be Celtic from the past to the present.
 - An average of 8-10 patrons attended each Wednesday at 12:00pm;
 - the program will temporarily switch to Tuesdays to accommodate AARP Tax Aide
 - Adult Book Club resumed January 6th;
 - this month was *Greenlights* by Matthew McConaughey, a memoir of the actor's life;
 - 14 patrons discussed the book over coffee and cookies;
 - the next meeting is scheduled for February 3rd;
 - *Harlem Shuffle* by Colson Whitehead will be discussed.

- Friends of the Library:
 - January meeting was postponed until February due to COVID concerns;
 - The Annual Book Sale began today, January 25th and will run through January 29th;
 - The books are spread throughout the Library to accommodate social distancing.
 - January's Raffle is a Valentine's Day theme valued at \$400.00;
 - The drawing will be held February 7th
- Circulation continues to increase overall.

OLD BUSINESS

None

NEW BUSINESS

Board members discussed the low number of patrons utilizing the Library on Sundays (approximately 6 to 7 for the prior 3 months) which necessitates approximately 13-1/2 hours of staff time and the possibility of better utilizing those staff hours elsewhere. Based on a motion by Carolyn Kost and seconded by Phyllis Wissner, the Library Advisory Board unanimously recommended the cessation of opening the Library on Sundays as of April 1, 2022.

QUESTIONS AND ANSWERS

ADJOURNMENT

Carolyn Kost motioned to adjourn the meeting. The motion was seconded by Phyllis Wissner and the meeting was adjourned at 7:29 PM.

Respectfully submitted by Bonnie Jenkins

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Kenneth Hern, Streets & Stormwater Manager, Department of Public Works

DATE: March 10, 2022

SUBJECT: **RESOLUTION – Approval of an additional FY 2022 blanket purchase order to Flying Scot, Inc. for sidewalk removal and replacement in an amount not to exceed \$100,000.**

Village Staff is continuing its efforts to repair and improve the public sidewalks throughout the Village to improve safety, ensure ADA Compliance and enhance the community. Sidewalk removal and replacement locations have been and are being identified in conjunction with current ongoing milling and repaving projects or as inspections are conducted. Staff is estimating that an additional \$100,000 is needed for these services for the remainder of the current fiscal year.

Previously, through the adoption of Resolution No. 2022-05, Village Council approved the issuance of a blanket purchase order to Flying Scot, Inc. in the amount of \$50,000 for Sidewalk Removal, Replacement and Rehabilitation utilizing an existing City of Palm Beach Gardens Contract:

Palm Beach Gardens Contract Number ITB2020-124PS (executed on November 25, 2020):
This contract received thirteen (13) bidders on miscellaneous Public Works Projects, and Flying Scot, Inc. was determined to be the lowest qualified bidder for sidewalk repair.

The Village’s purchasing policies and procedures authorize concurrent competitive purchasing on other current state and local government contracts.

This is not a budgeted item. However, operational savings are being realized in the Public Works Department as the new leadership structure is regularly identifying cost efficiencies. The Department has estimated operational savings of \$142,000 through the first four months of the fiscal year. These savings are the intended funding source for this project. A budget amendment will be prepared at year-end if necessary.

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Account Information:

| Fund | Department / Division | Account Number | Account Description | Amount |
|--------------|------------------------------------|----------------|------------------------------------|-----------|
| General Fund | Public Works/ Streets & Grounds | A7321-66210 | Construction & Major Renovation | \$100,000 |

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of an additional FY 2022 blanket purchase order to Flying Scot Inc. in an amount not to exceed \$100,000, with funds expended from General Fund Account No. A7321-66210

(Streets & Grounds - Construction & Major Renovation), utilizing pricing established in an existing City of Palm Beach Gardens Contract in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$100,000 WITH FLYING SCOT, INC. FOR SIDEWALK REMOVAL, REPLACEMENT AND REHABILITATION UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, through the adoption of Resolution No. 2022-05, the Village Council approved the issuance of a blanket purchase order in the amount of \$50,000.00 for sidewalk removal, replacement and rehabilitation to Flying Scot Inc. utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS); and

WHEREAS, Village Staff is requesting the issuance of an additional blanket purchase order in the amount of \$100,000; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the issuance of a Fiscal Year 2022 blanket purchase order to Flying Scot Inc. in an amount not to exceed \$100,000.00, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation), for sidewalk removal, replacement and rehabilitation utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS). This amount is in addition to the \$50,000 previously authorized through the adoption of Resolution No. 2022-05.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

City of Palm Beach Gardens, Florida
Bid Tabulation



ITB No.: ITB2020-124PS
Bid Title: Miscellaneous Public Works Projects
Bid Opening Date: August 28, 2020 @ 3:00 P.M.
Prepared by: K/R/R

| VENDOR NAME | D.S. EAKINS CONST CORP | DEEVAN, INC. | FERREIRA CONSTRUCTION | FLYING SCOT | FOSTER MARINE CONT | HEAVY CIVIL, INC. | HINTERLAND GROUP | JW CHEATHAM, LLC | MURRAY LOGAN CONST | R & D PAVING, LLC | RANGER CONSTRUCTION | SOUTH FLORIDA BUILDING | WAYPOINT CONTRACTING |
|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Vendor FEIN | 59-1691997 | 65-0101816 | 22-333495 | 65-1070173 | 59-1054370 | 46-5439171 | 20-5156844 | 20-1928479 | 59-1208353 | 45-4469049 | 59-2098662 | 47-3298344 | 81-4602789 |
| Corporation Address (State): | Lake Park, FL | Lake Park, FL | Branchburg, NJ | Wellington, FL | Wellington, FL | Pompano Beach, FL | Riviera Beach, FL | West Palm Beach, FL | West Palm Beach, FL | West Palm Beach, FL | West Palm Beach, FL | Hobe Sound, FL | Doral, FL |
| Are Submittal Forms Complete? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Addenda Acknowledged (Yes/No): | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Vendor Contact | D. Steven Eakins, Jr. | Van C. Williams | John Ciabattari | Shawn Cunningham | R. Howard Wight | Todd Kneisel | Chase Rogers | Thomas Uhrig | Edward OLeary | Nancy G. Rosso | F. Scott Fowler | Stephen Zippi | Katrina Gonzalez |
| Vendor Contact Phone Number | 561.842.0001 | 561.844.5518 | 772.286.5123 | 561.966.0089 | 561.683.0034 | 954.597.6443 | 561.640.3503 | 561.471.4100 | 561.686.3948 | 561.588.6681 | 561.793.9400 | 561.510.3800 | 786.608.1406 |
| Vendor Contact Email | steve@dseakins.com | jackie@deevaninc.com | jciabattari@ferreiraconstruction.com | shawn@flyingscotinc.com | howard@foster-marine.net | rudy@heavycivil.com | info@hinterlandgroup.com | jwctom@jwcheatham.com | edo@murraylogan.com | nancy@randdpaving.com | estimating@rangerconstruction.com | stevejr@bdimarineandsite.com | kgonzalez@waypointcti.com |

NO. DESCRIPTION UNIT UNIT PRICE UNIT UNIT PRICE

SCHEDULE OF VALUES

AREAS OF SPECIFIC WORK

| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|--|----|------------|----|--------|----|---------|----|----------|----|----------|----|---------|----|----------|----|----------|----|---------|----|----------|----|---------|----|---------|----|----------|
| 1 | Removal, saw cut, and disposal of 4" thick concrete | SF | \$3.00 | SF | NO BID | SF | \$2.20 | SF | \$1.75 | SF | \$3.00 | SF | \$1.95 | SF | \$4.00 | SF | \$3.00 | SF | \$6.50 | SF | \$4.50 | SF | \$3.90 | SF | \$3.00 | SF | \$3.70 |
| 2 | Removal, saw cut, and disposal of 6" thick concrete | SF | \$4.00 | SF | NO BID | SF | \$2.20 | SF | \$2.25 | SF | \$3.50 | SF | \$2.15 | SF | \$5.00 | SF | \$4.00 | SF | \$7.00 | SF | \$5.00 | SF | \$3.90 | SF | \$3.50 | SF | \$4.50 |
| 3 | F&I, 4" concrete with wire | SF | \$5.75 | SF | NO BID | SF | \$5.56 | SF | \$3.00 | SF | \$5.00 | SF | \$3.50 | SF | \$6.50 | SF | \$5.00 | SF | \$8.00 | SF | \$7.50 | SF | NO BID | SF | \$4.75 | SF | \$6.20 |
| 4 | F&I, 4" concrete without wire | SF | \$5.50 | SF | NO BID | SF | \$5.12 | SF | \$3.00 | SF | \$4.75 | SF | \$3.30 | SF | \$6.00 | SF | \$4.50 | SF | \$7.50 | SF | \$7.00 | SF | NO BID | SF | \$4.25 | SF | \$5.50 |
| 5 | F&I, 4" concrete with polypropylene fiber mix reinforce | SF | \$5.75 | SF | NO BID | SF | \$5.61 | SF | \$3.00 | SF | \$5.50 | SF | \$3.50 | SF | \$6.50 | SF | \$5.00 | SF | \$8.50 | SF | \$7.50 | SF | NO BID | SF | \$5.25 | SF | \$6.15 |
| 6 | F&I, 6" concrete with polypropylene fiber mix reinforce | SF | \$6.75 | SF | NO BID | SF | \$6.42 | SF | \$4.00 | SF | \$6.50 | SF | \$4.75 | SF | \$7.50 | SF | \$6.00 | SF | \$9.50 | SF | \$8.00 | SF | NO BID | SF | \$6.00 | SF | \$7.00 |
| 7 | F&I, 6" concrete with wire | SF | \$6.75 | SF | NO BID | SF | \$5.86 | SF | \$4.00 | SF | \$5.50 | SF | \$4.50 | SF | \$7.50 | SF | \$6.00 | SF | \$9.00 | SF | \$9.00 | SF | NO BID | SF | \$6.25 | SF | \$7.25 |
| 8 | F&I, 6" concrete without wire | SF | \$6.50 | SF | NO BID | SF | \$5.61 | SF | \$4.00 | SF | \$5.25 | SF | \$4.20 | SF | \$7.00 | SF | \$5.50 | SF | \$8.50 | SF | \$8.50 | SF | NO BID | SF | \$6.00 | SF | \$6.55 |
| 9 | F&I, 6" pervious concrete | SF | \$12.00 | SF | NO BID | SF | \$10.51 | SF | NO BID | SF | \$9.00 | SF | \$7.00 | SF | \$20.00 | SF | \$9.00 | SF | \$13.00 | SF | \$30.00 | SF | NO BID | SF | \$7.50 | SF | \$10.50 |
| 10 | F&I, 4" stamped concrete with wire | SF | \$11.50 | SF | NO BID | SF | \$8.01 | SF | \$5.00 | SF | \$12.50 | SF | \$5.15 | SF | \$12.00 | SF | \$11.00 | SF | \$16.00 | SF | \$13.00 | SF | NO BID | SF | \$8.00 | SF | \$13.75 |
| 11 | F&I, 4" stamped concrete without wire | SF | \$11.00 | SF | NO BID | SF | \$8.73 | SF | \$5.00 | SF | \$12.75 | SF | \$4.70 | SF | \$11.50 | SF | \$10.00 | SF | \$14.50 | SF | \$12.00 | SF | NO BID | SF | \$8.25 | SF | \$14.25 |
| 12 | F&I, 6" stamped concrete with wire | SF | \$13.50 | SF | NO BID | SF | \$9.24 | SF | \$6.00 | SF | \$14.00 | SF | \$6.00 | SF | \$12.00 | SF | \$12.00 | SF | \$17.50 | SF | \$15.00 | SF | NO BID | SF | \$9.25 | SF | \$16.00 |
| 13 | F&I, 6" stamped concrete without wire | SF | \$13.00 | SF | NO BID | SF | \$8.97 | SF | \$6.00 | SF | \$13.75 | SF | \$5.50 | SF | \$11.50 | SF | \$11.00 | SF | \$17.00 | SF | \$14.00 | SF | NO BID | SF | \$9.00 | SF | \$17.00 |
| 14 | F&I, 8" pervious concrete | SF | \$12.00 | SF | NO BID | SF | \$12.35 | SF | NO BID | SF | \$12.00 | SF | \$11.20 | SF | \$25.00 | SF | \$12.00 | SF | \$20.00 | SF | \$35.00 | SF | NO BID | SF | \$11.00 | SF | \$16.00 |
| 15 | F&I, FDOT concrete bumper guard | EA | \$60.00 | EA | NO BID | EA | \$77.70 | EA | NO BID | EA | \$60.00 | EA | \$40.00 | EA | \$65.00 | EA | \$35.00 | EA | \$45.00 | EA | \$60.00 | EA | NO BID | EA | \$39.00 | EA | \$75.00 |
| 16 | F&I, ADA-compliant detectable surface | SF | \$45.00 | SF | NO BID | SF | \$48.51 | SF | \$21.00 | SF | \$50.00 | SF | \$25.00 | SF | \$45.00 | SF | \$35.00 | SF | \$18.00 | SF | \$40.00 | SF | NO BID | SF | \$24.00 | SF | \$45.00 |
| 17 | F&I, ADA-compliant welded aluminum handrail | LF | \$125.00 | LF | NO BID | LF | NO BID | LF | \$100.00 | LF | \$150.00 | LF | \$80.00 | LF | \$125.00 | LF | \$250.00 | LF | \$90.00 | LF | \$200.00 | LF | NO BID | LF | \$40.00 | LF | \$105.00 |
| 18 | F&I, FDOT Type "A" curb - by hand | LF | \$30.00 | LF | NO BID | LF | \$24.73 | LF | \$14.00 | LF | \$30.00 | LF | \$22.00 | LF | \$35.00 | LF | \$25.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$23.00 | LF | \$34.00 |
| 19 | F&I, FDOT Type "A" curb - by machine | LF | \$30.00 | LF | NO BID | LF | \$17.38 | LF | NO BID | LF | \$25.00 | LF | \$22.00 | LF | \$35.00 | LF | \$22.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$26.00 | LF | \$32.00 |
| 20 | F&I, FDOT Type "B" curb - by hand | LF | \$30.00 | LF | NO BID | LF | \$25.34 | LF | \$14.00 | LF | \$30.00 | LF | \$22.00 | LF | \$35.00 | LF | \$25.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$25.00 | LF | \$32.00 |
| 21 | F&I, FDOT Type "B" curb - by machine | LF | \$30.00 | LF | NO BID | LF | \$17.38 | LF | NO BID | LF | \$25.00 | LF | \$22.00 | LF | \$35.00 | LF | \$22.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$26.00 | LF | \$31.00 |
| 22 | F&I, FDOT Type "D" curb - by hand | LF | \$25.00 | LF | NO BID | LF | \$24.73 | LF | \$16.00 | LF | \$25.00 | LF | \$20.00 | LF | \$35.00 | LF | \$25.00 | LF | \$38.00 | LF | \$30.00 | LF | NO BID | LF | \$24.00 | LF | \$34.00 |
| 23 | F&I, FDOT Type "D" curb - by machine | LF | \$22.50 | LF | NO BID | LF | \$17.38 | LF | NO BID | LF | \$22.00 | LF | \$20.00 | LF | \$35.00 | LF | \$22.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$27.00 | LF | \$33.00 |
| 24 | F&I, FDOT Type "E" curb - by hand | LF | \$30.00 | LF | NO BID | LF | \$17.38 | LF | \$16.00 | LF | \$30.00 | LF | \$22.00 | LF | \$35.00 | LF | \$26.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$25.00 | LF | \$34.50 |
| 25 | F&I, FDOT Type "E" curb - by machine | LF | \$30.00 | LF | NO BID | LF | \$17.38 | LF | NO BID | LF | \$25.00 | LF | \$22.00 | LF | \$35.00 | LF | \$24.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$28.00 | LF | \$34.00 |
| 26 | F&I, FDOT Type "F" curb - by hand | LF | \$25.00 | LF | NO BID | LF | \$28.40 | LF | \$18.00 | LF | \$30.00 | LF | \$22.00 | LF | \$35.00 | LF | \$26.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$25.00 | LF | \$37.50 |
| 27 | F&I, FDOT Type "F" curb - by machine | LF | \$25.00 | LF | NO BID | LF | \$17.99 | LF | NO BID | LF | \$25.00 | LF | \$22.00 | LF | \$35.00 | LF | \$24.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$28.00 | LF | \$35.00 |
| 28 | F&I, FDOT Valley Gutter - by hand | LF | \$25.00 | LF | NO BID | LF | \$25.34 | LF | \$18.00 | LF | \$30.00 | LF | \$20.00 | LF | \$30.00 | LF | \$22.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$24.00 | LF | \$38.00 |
| 29 | F&I, FDOT valley Gutter - by machine | LF | \$25.00 | LF | NO BID | LF | \$17.38 | LF | NO BID | LF | \$25.00 | LF | \$18.00 | LF | \$30.00 | LF | \$20.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$26.00 | LF | \$37.25 |
| 30 | F&I, FDOT Shoulder Gutter - by hand | LF | \$35.00 | LF | NO BID | LF | \$30.85 | LF | \$18.00 | LF | \$30.00 | LF | \$28.00 | LF | \$30.00 | LF | \$32.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$32.00 | LF | \$40.00 |
| 31 | F&I, FDOT Shoulder Gutter - by machine | LF | \$30.00 | LF | NO BID | LF | \$22.89 | LF | NO BID | LF | \$25.00 | LF | \$28.00 | LF | \$30.00 | LF | \$30.00 | LF | \$38.00 | LF | \$40.00 | LF | NO BID | LF | \$28.00 | LF | \$39.00 |
| 32 | F&I, FDOT asphaltic concrete curb | LF | \$30.00 | LF | NO BID | LF | \$24.73 | LF | NO BID | LF | \$25.00 | LF | \$22.00 | LF | \$30.00 | LF | \$25.00 | LF | \$40.00 | LF | \$22.00 | LF | NO BID | LF | \$22.00 | LF | \$30.00 |
| 33 | F&I, conduit - 2" (18" - 24" depth) | LF | \$11.50 | LF | NO BID | LF | \$7.98 | LF | NO BID | LF | \$11.00 | LF | \$17.00 | LF | \$12.00 | LF | \$6.00 | LF | \$11.00 | LF | \$8.80 | LF | \$19.55 | LF | \$9.00 | LF | \$12.00 |
| 34 | Installation only of conduit - 2" (18" - 24" depth) | LF | \$10.00 | LF | NO BID | LF | \$3.39 | LF | NO BID | LF | \$10.00 | LF | \$15.00 | LF | \$10.00 | LF | \$5.00 | LF | \$10.00 | LF | \$3.75 | LF | \$17.05 | LF | \$5.00 | LF | \$18.00 |
| 35 | F&I, conduit - 4" (18" - 24" depth) | LF | \$14.50 | LF | NO BID | LF | \$9.00 | LF | NO BID | LF | \$14.00 | LF | \$31.00 | LF | \$15.00 | LF | \$10.00 | LF | \$14.00 | LF | \$9.90 | LF | \$37.00 | LF | \$9.50 | LF | \$18.00 |
| 36 | F&I, conduit - 6" (18" - 24" depth) | LF | \$16.50 | LF | NO BID | LF | \$9.00 | LF | NO BID | LF | \$16.00 | LF | \$42.00 | LF | \$18.00 | LF | \$16.00 | LF | \$17.00 | LF | \$9.90 | LF | \$48.00 | LF | \$11.50 | LF | \$24.00 |
| 37 | F&I, conduit - 2" (24" - 36" depth) | LF | \$13.50 | LF | NO BID | LF | \$7.03 | LF | NO BID | LF | \$20.00 | LF | \$19.00 | LF | \$14.00 | LF | \$8.00 | LF | \$12.00 | LF | \$7.75 | LF | \$21.45 | LF | \$9.50 | LF | \$12.10 |
| 38 | Installation only of conduit - 2" (24" - 36" depth) | LF | \$12.00 | LF | NO BID | LF | \$2.45 | LF | NO BID | LF | \$16.00 | LF | \$17.00 | LF | \$12.00 | LF | \$7.00 | LF | \$11.00 | LF | \$2.70 | LF | \$19.55 | LF | \$5.00 | LF | \$8.05 |
| 39 | F&I, conduit - 4" (24" - 36" depth) | LF | \$16.50 | LF | NO BID | LF | \$9.00 | LF | NO BID | LF | \$18.00 | LF | \$32.00 | LF | \$16.00 | LF | \$12.00 | LF | \$15.00 | LF | \$9.90 | LF | \$38.00 | LF | \$12.00 | LF | \$24.00 |
| 40 | F&I, conduit - 6" (24" - 36" depth) | LF | \$18.50 | LF | NO BID | LF | \$9.00 | LF | NO BID | LF | \$20.00 | LF | \$43.00 | LF | \$18.00 | LF | \$17.00 | LF | \$15.00 | LF | \$9.90 | LF | \$50.00 | LF | \$13.00 | LF | \$35.00 |
| 41 | F&I, 2' x 2' pull boxes (includes weeps and ground rods) | EA | \$1,500.00 | | | | | | | | | | | | | | | | | | | | | | | | |

ITB No.: ITB2020-124PS
 Bid Title: Miscellaneous Public Works Projects
 Bid Opening Date: August 28, 2020 @ 3:00 P.M.
 Prepared by: KMI R.



| VENDOR NAME | D.S. EAKINS CONST CORP | | DEEVAN, INC. | | FERREIRA CONSTRUCTION | | FLYING SCOT | | FOSTER MARINE CONT | | HEAVY CIVIL, INC. | | HINTERLAND GROUP | | JW CHEATHAM, LLC | | MURRAY LOGAN CONST | | R & D PAVING, LLC | | RANGER CONSTRUCTION | | SOUTH FLORIDA BUILDING | | WAYPOINT CONTRACTING | | | |
|------------------|---|----|--------------|----|-----------------------|----|-------------|----|--------------------|----|-------------------|----|------------------|----|------------------|----|--------------------|----|-------------------|----|---------------------|----|------------------------|----|----------------------|----|----------|--|
| Vendor FEIN | 59-1691997 | | 65-0101816 | | 22-333495 | | 65-1070173 | | 59-1054370 | | 46-5439171 | | 20-5156844 | | 20-1928479 | | 59-1208353 | | 45-4469049 | | 59-2098662 | | 47-3298344 | | 81-4602789 | | | |
| 67 | F&I, Type III asphalt overlay - 1" | TN | \$140.00 | TN | NO BID | TN | \$169.07 | TN | NO BID | TN | \$160.00 | TN | \$125.00 | TN | \$165.00 | TN | \$120.00 | TN | NO BID | TN | \$145.00 | TN | \$280.00 | TN | \$185.00 | TN | \$295.00 | |
| 68 | Mill existing pavement (3/4" - 1" avg) | SY | \$4.50 | SY | NO BID | SY | \$2.74 | SY | NO BID | SY | \$6.00 | SY | \$2.05 | SY | \$10.00 | SY | \$4.00 | SY | NO BID | SY | \$3.50 | SY | \$120.00 | SY | \$5.50 | SY | \$12.50 | |
| 69 | Pavement replacement w/2" Type 5 | SY | \$34.50 | SY | NO BID | SY | \$2.41 | SY | NO BID | SY | \$40.00 | SY | \$15.00 | SY | \$35.00 | SY | \$31.00 | SY | NO BID | SY | \$27.00 | SY | \$26.00 | SY | \$25.00 | SY | \$18.00 | |
| 70 | Adjust manhole to grade | EA | \$900.00 | EA | NO BID | EA | \$268.58 | EA | NO BID | EA | \$750.00 | EA | \$350.00 | EA | \$350.00 | EA | \$500.00 | EA | NO BID | EA | \$375.00 | EA | \$680.00 | EA | \$325.00 | EA | \$575.00 | |
| 71 | Jack and bore - 4" | LF | \$50.00 | LF | NO BID | LF | NO BID | LF | NO BID | LF | \$60.00 | LF | \$95.00 | LF | \$65.00 | LF | \$35.00 | LF | NO BID | LF | \$77.00 | LF | \$110.00 | LF | \$48.00 | LF | \$185.00 | |
| 72 | Directional bore - 4" | LF | \$50.00 | LF | NO BID | LF | \$26.93 | LF | NO BID | LF | \$60.00 | LF | \$63.00 | LF | \$35.00 | LF | \$35.00 | LF | NO BID | LF | \$65.00 | LF | \$73.00 | LF | \$38.00 | LF | \$85.00 | |
| 73 | Jack and bore - 6" | LF | \$75.00 | LF | NO BID | LF | NO BID | LF | NO BID | LF | \$70.00 | LF | \$140.00 | LF | \$75.00 | LF | \$45.00 | LF | NO BID | LF | \$75.00 | LF | \$160.00 | LF | \$62.00 | LF | \$225.00 | |
| 74 | Directional bore - 6" | LF | \$75.00 | LF | NO BID | LF | \$32.04 | LF | NO BID | LF | \$70.00 | LF | \$84.00 | LF | \$50.00 | LF | \$45.00 | LF | NO BID | LF | \$75.00 | LF | \$97.00 | LF | \$58.00 | LF | \$100.00 | |
| PAVEMENT MARKING | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 75 | Thermoplastic Pavement Marking, Compound Lines | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a | White, 6" | LF | \$1.25 | LF | NO BID | LF | \$1.10 | LF | \$1.10 | LF | \$1.10 | LF | \$1.00 | LF | \$1.25 | LF | \$0.90 | LF | NO BID | LF | \$1.15 | LF | \$1.05 | LF | \$0.98 | LF | \$1.05 | |
| b | Yellow, 6" | LF | \$1.25 | LF | NO BID | LF | \$1.10 | LF | \$1.10 | LF | \$1.10 | LF | \$1.00 | LF | \$1.25 | LF | \$0.90 | LF | NO BID | LF | \$1.15 | LF | \$1.05 | LF | \$0.98 | LF | \$1.05 | |
| c | White, 8" | LF | \$1.75 | LF | NO BID | LF | \$1.35 | LF | \$1.30 | LF | \$1.65 | LF | \$1.05 | LF | \$2.00 | LF | \$1.00 | LF | NO BID | LF | \$1.75 | LF | \$1.20 | LF | \$1.30 | LF | \$1.75 | |
| d | White, 12" | LF | \$2.00 | LF | NO BID | LF | \$2.57 | LF | \$2.50 | LF | \$2.20 | LF | \$1.62 | LF | \$2.50 | LF | \$1.60 | LF | NO BID | LF | \$2.30 | LF | \$1.90 | LF | \$2.00 | LF | \$1.85 | |
| e | White, 18" | LF | \$2.50 | LF | NO BID | LF | \$3.31 | LF | \$3.25 | LF | \$3.30 | LF | \$2.70 | LF | \$3.50 | LF | \$2.70 | LF | NO BID | LF | \$3.45 | LF | \$3.15 | LF | \$4.00 | LF | \$3.05 | |
| f | Yellow, 18" | LF | \$3.50 | LF | NO BID | LF | \$3.31 | LF | \$3.25 | LF | \$3.30 | LF | \$2.70 | LF | \$3.50 | LF | \$2.70 | LF | NO BID | LF | \$3.45 | LF | \$3.15 | LF | \$4.00 | LF | \$3.05 | |
| g | White, 24" | LF | \$3.50 | LF | NO BID | LF | \$6.43 | LF | \$6.30 | LF | \$7.25 | LF | \$3.80 | LF | \$8.00 | LF | \$3.80 | LF | NO BID | LF | \$7.70 | LF | \$4.40 | LF | \$4.50 | LF | \$5.00 | |
| 76 | Arrows and Messages - White Only, Furnish & Install | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a | Turn arrow | EA | \$85.00 | EA | NO BID | EA | \$91.89 | EA | \$90.00 | EA | \$80.00 | EA | \$91.00 | EA | \$100.00 | EA | \$92.00 | EA | NO BID | EA | \$80.85 | EA | \$110.00 | EA | \$75.00 | EA | \$80.00 | |
| b | Straight arrow | EA | \$85.00 | EA | NO BID | EA | \$104.14 | EA | \$100.00 | EA | \$80.00 | EA | \$91.00 | EA | \$100.00 | EA | \$92.00 | EA | NO BID | EA | \$80.85 | EA | \$110.00 | EA | \$75.00 | EA | \$80.00 | |
| c | Straight/Turn arrows; combination | EA | \$150.00 | EA | NO BID | EA | \$208.28 | EA | \$200.00 | EA | \$145.00 | EA | \$95.00 | EA | \$180.00 | EA | \$97.00 | EA | NO BID | EA | \$150.15 | EA | \$110.00 | EA | \$110.00 | EA | \$135.00 | |
| d | Merge message | EA | \$190.00 | EA | NO BID | EA | \$349.17 | EA | \$340.00 | EA | \$180.00 | EA | \$135.00 | EA | \$200.00 | EA | \$135.00 | EA | NO BID | EA | \$190.30 | EA | \$160.00 | EA | \$150.00 | EA | \$175.00 | |
| e | RXR message | EA | \$370.00 | EA | NO BID | EA | \$520.70 | EA | \$500.00 | EA | \$350.00 | EA | \$135.00 | EA | \$400.00 | EA | \$135.00 | EA | NO BID | EA | \$369.60 | EA | \$160.00 | EA | \$250.00 | EA | \$240.00 | |
| f | School message | EA | \$250.00 | EA | NO BID | EA | \$520.70 | EA | \$500.00 | EA | \$195.00 | EA | \$135.00 | EA | \$250.00 | EA | \$135.00 | EA | NO BID | EA | \$202.40 | EA | \$160.00 | EA | \$175.00 | EA | \$200.00 | |
| g | Only message | EA | \$200.00 | EA | NO BID | EA | \$275.66 | EA | \$270.00 | EA | \$160.00 | EA | \$135.00 | EA | \$200.00 | EA | \$135.00 | EA | NO BID | EA | \$167.20 | EA | \$160.00 | EA | \$180.00 | EA | \$150.00 | |
| h | U-Turn message | EA | \$250.00 | EA | NO BID | EA | \$275.66 | EA | \$270.00 | EA | \$210.00 | EA | \$130.00 | EA | \$300.00 | EA | \$130.00 | EA | NO BID | EA | \$218.90 | EA | \$150.00 | EA | \$130.00 | EA | \$175.00 | |
| i | Bike lane symbol (diamond, arrow) | EA | \$450.00 | EA | NO BID | EA | \$428.81 | EA | \$420.00 | EA | \$410.00 | EA | \$378.00 | EA | \$500.00 | EA | \$378.00 | EA | NO BID | EA | \$440.00 | EA | \$440.00 | EA | \$150.00 | EA | \$275.00 | |
| j | Handicap message | EA | \$250.00 | EA | NO BID | EA | \$238.91 | EA | \$235.00 | EA | \$195.00 | EA | \$189.00 | EA | \$250.00 | EA | \$189.00 | EA | NO BID | EA | \$202.40 | EA | \$220.00 | EA | \$130.00 | EA | \$150.00 | |
| 77 | Raised Reflective Pavement Markers - Thermoplastic | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a | Red and amber; bi-directional | EA | \$6.25 | EA | NO BID | EA | \$5.51 | EA | \$5.50 | EA | \$5.80 | EA | \$5.40 | EA | \$6.00 | EA | \$5.50 | EA | NO BID | EA | \$5.75 | EA | \$6.30 | EA | \$5.50 | EA | \$7.25 | |
| b | Amber; bi-directional | EA | \$6.25 | EA | NO BID | EA | \$5.51 | EA | \$5.50 | EA | \$5.80 | EA | \$5.40 | EA | \$6.00 | EA | \$5.50 | EA | NO BID | EA | \$5.75 | EA | \$6.30 | EA | \$5.25 | EA | \$7.00 | |
| c | White and red; bi-directional | EA | \$6.25 | EA | NO BID | EA | \$5.51 | EA | \$5.50 | EA | \$5.80 | EA | \$5.40 | EA | \$6.00 | EA | \$5.50 | EA | NO BID | EA | \$5.75 | EA | \$6.30 | EA | \$5.30 | EA | \$6.00 | |
| 78 | Raised Reflective Pavement Markers - Epoxy | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a | Red and amber; bi-directional | EA | \$6.25 | EA | NO BID | EA | \$6.74 | EA | \$6.50 | EA | \$5.80 | EA | \$6.20 | EA | \$6.00 | EA | \$6.20 | EA | NO BID | EA | \$5.75 | EA | \$7.25 | EA | \$6.30 | EA | \$7.25 | |
| b | Amber; bi-directional | EA | \$6.25 | EA | NO BID | EA | \$6.74 | EA | \$6.50 | EA | \$5.80 | EA | \$6.20 | EA | \$6.00 | EA | \$6.20 | EA | NO BID | EA | \$5.75 | EA | \$7.25 | EA | \$5.50 | EA | \$6.50 | |
| c | White and red; bi-directional | EA | \$6.25 | EA | NO BID | EA | \$6.74 | EA | \$6.50 | EA | \$5.80 | EA | \$6.20 | EA | \$6.00 | EA | \$6.20 | EA | NO BID | EA | \$5.75 | EA | \$7.25 | EA | \$5.80 | EA | \$6.50 | |
| 79 | Traffic Paint Lines | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a | White, 4" | LF | \$0.50 | LF | NO BID | LF | \$0.34 | LF | \$0.35 | LF | \$0.40 | LF | \$0.32 | LF | \$1.00 | LF | \$0.35 | LF | NO BID | LF | \$0.40 | LF | \$0.40 | LF | \$0.40 | LF | \$0.65 | |
| b | Yellow, 4" | LF | \$0.50 | LF | NO BID | LF | \$0.34 | LF | \$0.35 | LF | \$0.40 | LF | \$0.32 | LF | \$1.00 | LF | \$0.35 | LF | NO BID | LF | \$0.40 | LF | \$0.40 | LF | \$0.40 | LF | \$0.65 | |
| c | White, 6" | LF | \$0.75 | LF | NO BID | LF | \$0.47 | LF | \$0.45 | LF | \$0.45 | LF | \$0.40 | LF | \$1.00 | LF | \$0.40 | LF | NO BID | LF | \$0.45 | LF | \$0.45 | LF | \$0.40 | LF | \$0.85 | |
| d | Black, 6" | LF | \$0.75 | LF | NO BID | LF | \$0.55 | LF | \$0.55 | LF | \$0.55 | LF | \$0.40 | LF | \$1.00 | LF | \$0.40 | LF | NO BID | LF | \$0.60 | LF | \$0.45 | LF | \$0.80 | LF | \$0.90 | |
| e | Blue, 6" | LF | \$1.00 | LF | NO BID | LF | \$0.67 | LF | \$0.65 | LF | \$0.90 | LF | \$0.40 | LF | \$1.00 | LF | \$0.40 | LF | NO BID | LF | \$0.95 | LF | \$0.45 | LF | \$0.80 | LF | \$0.90 | |
| f | Yellow, 6" | LF | \$0.50 | LF | NO BID | LF | \$0.47 | LF | \$0.45 | LF | \$0.45 | LF | \$0.40 | LF | \$1.00 | LF | \$0.40 | LF | NO BID | LF | \$0.45 | LF | \$0.45 | LF | \$0.45 | LF | \$0.90 | |
| g | White, 18" | LF | \$2.00 | LF | NO BID | LF | \$1.41 | LF | \$1.40 | LF | \$1.55 | LF | \$1.10 | LF | \$2.00 | LF | \$1.10 | LF | NO BID | LF | \$1.65 | LF | \$1.25 | LF | \$1.50 | LF | \$1.50 | |
| h | White, 12" | LF | \$1.50 | LF | NO BID | LF | \$0.92 | LF | \$0.90 | LF | \$1.10 | LF | \$0.80 | LF | \$1.50 | LF | \$0.80 | LF | NO BID | LF | \$1.15 | LF | \$0.95 | LF | \$1.00 | LF | \$1.25 | |
| i | Yellow, 18" | LF | \$2.00 | LF | NO BID | LF | \$1.41 | LF | \$1.40 | LF | \$1.55 | LF | \$1.10 | LF | \$2.00 | LF | \$1.10 | LF | NO BID | LF | \$1.60 | LF | \$1.25 | LF | \$1.50 | LF | \$1.50 | |
| j | White, 24" | LF | \$4.00 | LF | NO BID | LF | \$1.72 | LF | \$1.70 | LF | \$3.30 | LF | \$1.95 | LF | \$4.00 | LF | \$1.95 | LF | NO BID | LF | \$3.45 | LF | \$2.25 | LF | \$2.00 | LF | \$1.85 | |
| 80 | Arrows and Messages - White (Furnish and Install) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a | Straight/Combo Arrow | EA | \$175.00 | EA | NO BID | EA | \$61.26 | EA | \$60.00 | EA | \$145.00 | EA | \$48.60 | EA | \$200.00 | EA | \$49.00 | EA | NO BID | EA | \$154.00 | EA | \$57.00 | EA | \$55.00 | EA | \$65.00 | |
| b | Turn arrow | EA | \$85.00 | EA | NO BID | EA | \$36.76 | EA | \$35.00 | EA | \$80.00 | EA | \$43.00 | EA | \$150.00 | EA | \$43.00 | EA | NO BID | EA | \$81.40 | EA | \$50.00 | EA | \$23.00 | EA | \$45.00 | |
| c | Message (Only; School; Merge and Straight Arrow) | EA | \$200.00 | EA | NO BID | EA | \$153.15 | EA | \$150.00 | EA | \$175.00 | EA | \$76.00 | EA | \$200.00 | EA | \$76.00 | EA | NO BID | EA | \$178.20 | EA | \$88.00 | EA | \$44.00 | EA | \$70.00 | |
| d | 6" Numbers (Per Digit) | EA | \$30.00 | EA | NO BID | EA | \$1.23 | EA | \$1.20 | EA | \$30.00 | EA | \$5.40 | EA | \$40.00 | EA | \$5.50 | EA | NO BID | EA | \$29.15 | EA | \$6.30 | EA | \$2.00 | EA | \$2.50 | |
| e | 8" Numbers (Per Digit) | EA | \$35.00 | EA | NO BID | EA | \$1.53 | EA | \$1.50 | EA | \$35.00 | EA | \$5.40 | EA | \$50.00 | EA | \$5.50 | EA | NO BID | EA | \$33.55 | EA | \$6.30 | EA | \$2.00 | EA | \$3.00 | |
| f | 10" Numbers (Per Digit) | EA | \$40.00 | EA | NO | | | | | | | | | | | | | | | | | | | | | | | |

ITB No.: ITB2020-124PS
 Bid Title: Miscellaneous Public Works Projects
 Bid Opening Date: August 28, 2020 @ 3:00 P.M.
 Prepared by: KMI R.



| VENDOR NAME | D.S. EAKINS CONST CORP | DEEVAN, INC. | FERREIRA CONSTRUCTION | FLYING SCOT | FOSTER MARINE CONT | HEAVY CIVIL, INC. | HINTERLAND GROUP | JW CHEATHAM, LLC | MURRAY LOGAN CONST | R & D PAVING, LLC | RANGER CONSTRUCTION | SOUTH FLORIDA BUILDING | WAYPOINT CONTRACTING |
|---|------------------------|-----------------|-----------------------|----------------|--------------------|-------------------|------------------|------------------|--------------------|-------------------|---------------------|------------------------|----------------------|
| Vendor FEIN | 59-1691997 | 65-0101816 | 22-333495 | 65-1070173 | 59-1054370 | 46-5439171 | 20-5156844 | 20-1928479 | 59-1208353 | 45-4469049 | 59-2098662 | 47-3298344 | 81-4602789 |
| e White, 24" | LF \$35.00 | LF NO BID | LF \$16.85 | LF \$22.25 | LF \$33.00 | LF \$34.55 | LF \$35.00 | LF \$35.00 | LF \$35.00 | LF \$34.65 | LF \$40.00 | LF \$28.00 | LF \$28.05 |
| f Message (Only; School; Merge; Ramp; U-Turn; etc.) | LF \$850.00 | LF NO BID | LF \$91.89 | LF \$600.00 | LF \$800.00 | LF \$405.00 | LF \$800.00 | LF \$4.05 | LF NO BID | LF \$792.00 | LF \$470.00 | LF \$5.10 | LF \$750.00 |
| g Turn arrow | LF \$350.00 | LF NO BID | LF \$45.33 | LF \$280.00 | LF \$335.00 | LF \$205.00 | LF \$350.00 | LF \$205.00 | LF NO BID | LF \$346.50 | LF \$240.00 | LF \$2.10 | LF \$315.00 |
| 85 Miscellaneous (Furnish and Install) | | | | | | | | | | | | | |
| a Thermoplastic Rumble Strips (Index 518) | EA \$250.00 | EA NO BID | EA \$289.14 | EA \$690.00 | EA \$250.00 | EA \$405.00 | EA \$250.00 | EA \$405.00 | EA NO BID | EA \$231.00 | EA \$470.00 | EA \$525.00 | EA \$675.00 |
| b 9" Contrast tape | LF \$15.00 | LF NO BID | LF \$704.47 | LF \$18.00 | LF \$14.00 | LF \$6.50 | LF \$20.00 | LF \$6.50 | LF NO BID | LF \$16.50 | LF \$7.55 | LF \$14.00 | LF \$15.85 |
| c Flexible Delineators (All Types) | EA \$110.00 | EA NO BID | EA \$18.38 | EA \$225.00 | EA \$100.00 | EA \$52.90 | EA \$125.00 | EA \$53.00 | EA NO BID | EA \$103.40 | EA \$62.00 | EA \$75.00 | EA \$105.00 |
| d Foil Back Tape | LF \$1.75 | LF NO BID | LF \$226.66 | LF \$3.25 | LF \$1.60 | LF \$0.80 | LF \$2.00 | LF \$0.80 | LF NO BID | LF \$1.75 | LF \$0.95 | LF \$2.50 | LF \$3.05 |
| 86 Items for FDOT Projects Only | | | | | | | | | | | | | |
| a 6" Solid White Paint | LF \$1.00 | LF NO BID | LF \$3.31 | LF \$0.45 | LF \$0.85 | LF \$0.40 | LF \$1.20 | LF \$0.40 | LF NO BID | LF \$0.90 | LF \$0.45 | LF \$0.38 | LF \$0.50 |
| b 6" Solid White Thermoplastic | LF \$1.50 | LF NO BID | LF \$0.47 | LF \$1.40 | LF \$1.25 | LF \$1.15 | LF \$1.50 | LF \$1.15 | LF NO BID | LF \$1.35 | LF \$1.30 | LF \$1.08 | LF \$1.30 |
| c 8" Solid Yellow Paint | LF \$1.75 | LF NO BID | LF \$1.41 | LF \$0.55 | LF \$1.55 | LF \$0.55 | LF \$2.00 | LF \$0.55 | LF NO BID | LF \$1.60 | LF \$0.65 | LF \$0.45 | LF \$0.68 |
| d 8" Solid White Thermoplastic | LF \$2.00 | LF NO BID | LF \$0.55 | LF \$1.70 | LF \$1.85 | LF \$1.35 | LF \$2.00 | LF \$1.35 | LF NO BID | LF \$1.90 | LF \$1.60 | LF \$1.35 | LF \$1.75 |
| e 8" Solid Yellow Thermoplastic | LF \$2.00 | LF NO BID | LF \$1.72 | LF \$1.70 | LF \$1.85 | LF \$1.35 | LF \$2.00 | LF \$1.35 | LF NO BID | LF \$1.90 | LF \$1.60 | LF \$1.35 | LF \$1.75 |
| f 12" Solid White Paint | LF \$1.75 | LF NO BID | LF \$0.80 | LF \$0.80 | LF \$1.65 | LF \$0.65 | LF \$2.00 | LF \$0.65 | LF NO BID | LF \$1.75 | LF \$0.75 | LF \$0.86 | LF \$1.00 |
| g 12" Solid White Thermoplastic | LF \$2.75 | LF NO BID | LF \$2.57 | LF \$2.50 | LF \$2.55 | LF \$1.90 | LF \$3.00 | LF \$1.90 | LF NO BID | LF \$2.65 | LF \$2.20 | LF \$2.18 | LF \$2.55 |
| h 18" Solid White Paint | LF \$2.75 | LF NO BID | LF \$1.47 | LF \$1.45 | LF \$2.50 | LF \$1.10 | LF \$3.00 | LF \$1.10 | LF NO BID | LF \$2.65 | LF \$1.25 | LF \$1.42 | LF \$2.30 |
| i 18" Solid White Thermoplastic | LF \$4.00 | LF NO BID | LF \$3.49 | LF \$3.45 | LF \$3.80 | LF \$2.70 | LF \$4.00 | LF \$2.70 | LF NO BID | LF \$4.00 | LF \$3.15 | LF \$3.25 | LF \$3.50 |
| j 24" Solid White Paint | LF \$4.00 | LF NO BID | LF \$1.72 | LF \$1.70 | LF \$3.65 | LF \$2.15 | LF \$5.00 | LF \$2.15 | LF NO BID | LF \$3.80 | LF \$2.50 | LF \$1.79 | LF \$2.15 |
| k 24" Solid White Thermoplastic | LF \$8.50 | LF NO BID | LF \$6.43 | LF \$6.30 | LF \$7.70 | LF \$4.32 | LF \$8.00 | LF \$4.30 | LF NO BID | LF \$8.10 | LF \$5.05 | LF \$4.60 | LF \$5.25 |
| l 6" Solid Yellow Paint | LF \$1.00 | LF NO BID | LF \$0.47 | LF \$0.45 | LF \$0.85 | LF \$0.40 | LF \$1.25 | LF \$0.40 | LF NO BID | LF \$0.90 | LF \$0.45 | LF \$0.41 | LF \$0.50 |
| m 6" Solid Yellow Thermoplastic | LF \$1.50 | LF NO BID | LF \$1.41 | LF \$1.40 | LF \$1.25 | LF \$1.15 | LF \$1.50 | LF \$1.15 | LF NO BID | LF \$1.35 | LF \$1.30 | LF \$1.12 | LF \$1.00 |
| n 18" Solid Yellow Paint | LF \$3.00 | LF NO BID | LF \$1.47 | LF \$1.45 | LF \$2.50 | LF \$1.10 | LF \$3.00 | LF \$1.10 | LF NO BID | LF \$2.70 | LF \$1.25 | LF \$0.80 | LF \$2.00 |
| o 18" Solid Yellow Thermoplastic | LF \$4.50 | LF NO BID | LF \$3.49 | LF \$3.40 | LF \$3.80 | LF \$2.70 | LF \$4.00 | LF \$2.70 | LF NO BID | LF \$4.00 | LF \$3.15 | LF \$3.10 | LF \$3.50 |
| p 2x4 Skips White Paint | LF \$1.00 | LF NO BID | LF \$0.59 | LF \$0.60 | LF \$1.00 | LF \$0.40 | LF \$1.50 | LF \$0.40 | LF NO BID | LF \$1.00 | LF \$0.45 | LF \$0.50 | LF \$0.50 |
| q 2x4 Skips White Thermoplastic | LF \$1.50 | LF NO BID | LF \$1.10 | LF \$1.10 | LF \$1.35 | LF \$1.15 | LF \$2.00 | LF \$1.15 | LF NO BID | LF \$1.40 | LF \$1.30 | LF \$1.10 | LF \$1.05 |
| r 6x10 Skips White Paint | LF \$1.00 | LF NO BID | LF \$0.59 | LF \$0.60 | LF \$1.00 | LF \$0.40 | LF \$1.50 | LF \$0.40 | LF NO BID | LF \$1.00 | LF \$0.45 | LF \$0.43 | LF \$0.55 |
| s 6x10 Skips White Thermoplastic | LF \$1.50 | LF NO BID | LF \$1.10 | LF \$1.10 | LF \$1.35 | LF \$1.15 | LF \$2.00 | LF \$1.15 | LF NO BID | LF \$1.40 | LF \$1.30 | LF \$1.25 | LF \$1.05 |
| t 10x30 Skips White Paint | LF \$1.00 | LF NO BID | LF \$0.59 | LF \$0.60 | LF \$1.00 | LF \$0.40 | LF \$1.50 | LF \$0.40 | LF NO BID | LF \$1.00 | LF \$0.45 | LF \$0.52 | LF \$0.58 |
| u 10x30 Skips White Thermoplastic | LF \$1.50 | LF NO BID | LF \$1.10 | LF \$1.10 | LF \$3.35 | LF \$1.15 | LF \$2.00 | LF \$1.15 | LF NO BID | LF \$1.40 | LF \$1.30 | LF \$1.10 | LF \$1.30 |
| v 2x4 Skips Yellow Paint | LF \$1.00 | LF NO BID | LF \$0.59 | LF \$0.60 | LF \$1.00 | LF \$0.40 | LF \$1.50 | LF \$0.40 | LF NO BID | LF \$1.00 | LF \$0.45 | LF \$1.25 | LF \$0.55 |
| w 2x4 Skips Yellow Thermoplastic | LF \$1.50 | LF NO BID | LF \$1.10 | LF \$1.10 | LF \$1.35 | LF \$1.15 | LF \$2.00 | LF \$1.15 | LF NO BID | LF \$1.40 | LF \$1.30 | LF \$0.50 | LF \$1.30 |
| x 6x10 Skips Yellow Paint | LF \$1.00 | LF NO BID | LF \$0.59 | LF \$0.60 | LF \$1.00 | LF \$0.40 | LF \$1.50 | LF \$0.40 | LF NO BID | LF \$1.00 | LF \$0.45 | LF \$1.25 | LF \$0.65 |
| y 6x10 Skips Yellow Thermoplastic | LF \$1.50 | LF NO BID | LF \$1.10 | LF \$1.10 | LF \$1.35 | LF \$1.15 | LF \$2.00 | LF \$1.15 | LF NO BID | LF \$1.40 | LF \$1.30 | LF \$1.25 | LF \$1.25 |
| z Reflective pavement Markers | EA \$6.50 | EA NO BID | EA \$5.21 | EA \$5.10 | EA \$5.80 | EA \$5.40 | EA \$7.50 | EA \$5.50 | EA NO BID | EA \$5.75 | EA \$6.30 | EA \$38.50 | EA \$5.75 |
| aa Directional Arrows Paint | EA \$90.00 | EA NO BID | EA \$36.76 | EA \$36.00 | EA \$85.00 | EA \$59.40 | EA \$100.00 | EA \$60.00 | EA NO BID | EA \$85.80 | EA \$69.00 | EA \$75.00 | EA \$47.00 |
| ab Directional Arrows Thermo | EA \$90.00 | EA NO BID | EA \$91.89 | EA \$90.00 | EA \$85.00 | EA \$102.00 | EA \$100.00 | EA \$103.00 | EA NO BID | EA \$85.80 | EA \$120.00 | EA \$450.00 | EA \$85.00 |
| ac Bike lane Symbol w/Arrows Cold Plastic | SETS \$450.00 | SETS NO BID | SETS \$483.94 | SETS \$470.00 | SETS \$425.00 | SETS \$380.00 | SETS \$500.00 | SETS \$378.00 | SETS NO BID | SETS \$426.80 | SETS \$440.00 | SETS \$77.00 | SETS \$500.00 |
| ad Pavement Messages Paint | EA \$200.00 | EA NO BID | EA \$226.66 | EA \$220.00 | EA \$165.00 | EA \$54.00 | EA \$250.00 | EA \$54.00 | EA NO BID | EA \$178.20 | EA \$63.00 | EA \$23.50 | EA \$82.00 |
| ae Reflective Paint - Island Nose - White | SY \$25.00 | SY NO BID | SY \$24.50 | SY \$25.00 | SY \$22.00 | SY \$5.40 | SY \$35.00 | SY \$5.50 | SY NO BID | SY \$23.10 | SY \$6.30 | SY \$23.70 | SY \$27.50 |
| CREWS AND EQUIPMENT | | | | | | | | | | | | | |
| 87 Construction Crew "A" | HR \$325.00 | HR \$280.00 | HR \$556.46 | HR NO BID | HR \$350.00 | HR \$340.00 | HR \$290.00 | HR \$425.00 | HR \$350.00 | HR \$450.00 | HR \$470.00 | HR \$370.00 | HR \$575.00 |
| 88 Construction Crew "B" | HR \$350.00 | HR \$300.00 | HR \$573.58 | HR NO BID | HR \$400.00 | HR \$340.00 | HR \$290.00 | HR \$425.00 | HR \$350.00 | HR \$450.00 | HR \$470.00 | HR \$370.00 | HR \$595.00 |
| 89 Construction Crew "C" | HR \$400.00 | HR NO BID | HR \$586.22 | HR NO BID | HR \$450.00 | HR \$385.00 | HR \$350.00 | HR \$445.00 | HR \$375.00 | HR \$500.00 | HR \$680.00 | HR \$410.00 | HR \$885.00 |
| 90 Construction Crew "D" | HR \$450.00 | HR NO BID | HR \$586.22 | HR NO BID | HR \$450.00 | HR \$385.00 | HR \$350.00 | HR \$445.00 | HR \$375.00 | HR \$500.00 | HR \$680.00 | HR \$470.00 | HR \$975.00 |
| 91 Infiltration Drainage Crew | HR \$299.00 | HR NO BID | HR \$573.58 | HR NO BID | HR \$350.00 | HR \$340.00 | HR \$290.00 | HR \$425.00 | HR \$350.00 | HR \$450.00 | HR \$470.00 | HR \$365.00 | HR \$550.00 |
| 92 Wellpoint System | HR \$50.00 | HR \$60.00 | HR \$134.03 | HR NO BID | HR \$50.00 | HR \$250.00 | HR \$45.00 | HR \$40.00 | HR \$55.00 | HR \$50.00 | HR \$220.00 | HR \$62.00 | HR \$175.00 |
| 93 Asphalt Removal and Restoration | SF \$6.50 | SF NO BID | SF \$4.33 | SF NO BID | SF \$9.00 | SF \$4.00 | SF \$8.00 | SF \$6.00 | SF \$12.00 | SF \$20.00 | SF \$7.80 | SF \$2.10 | SF \$12.75 |
| 94 Dump Truck (15 - 20 CY) | HR \$80.00 | HR NO BID | HR \$123.44 | HR NO BID | HR \$75.00 | HR \$61.00 | HR \$58.00 | HR \$78.00 | HR \$65.00 | HR \$85.00 | HR \$76.00 | HR \$72.00 | HR \$85.00 |
| SCHEDULE OF EQUIPMENT AND OPERATOR RATES | | | | | | | | | | | | | |
| ANNUAL ASPHALT MILLING AND PAVING | | | | | | | | | | | | | |
| 95 Asphalt Paving, per 1-inch paving/overlay | TN \$140.00 | TN NO BID | TN \$169.07 | TN NO BID | TN \$140.00 | TN \$125.00 | TN \$120.00 | TN \$120.00 | TN NO BID | TN \$122.00 | TN \$120.00 | TN \$3.50 | TN \$295.00 |
| 96 Asphalt Milling, per 1-inch mill | SY \$4.50 | SY NO BID | SY \$2.74 | SY NO BID | SY \$3.00 | SY \$2.05 | SY \$8.00 | SY \$4.00 | SY NO BID | SY \$2.50 | SY \$8.40 | SY \$2.00 | SY \$12.50 |
| 97 MOT, Rental of Arrow Board, Electric | PER DAY \$20.00 | PER DAY NO BID | PER DAY \$24.74 | PER DAY NO BID | PER DAY \$15.00 | PER DAY \$11.00 | PER DAY \$65.00 | PER DAY \$14.00 | PER DAY \$175.00 | PER DAY \$15.00 | PER DAY \$100.00 | PER DAY \$95.00 | PER DAY \$45.00 |
| 98 MOT, Rental of Message Board, Electric | PER DAY \$30.00 | PER DAY NO BID | PER DAY \$24.51 | PER DAY NO BID | PER DAY \$30.00 | PER DAY \$22.00 | PER DAY \$85.00 | PER DAY \$23.00 | PER DAY \$250.00 | PER DAY \$27.00 | PER DAY \$100.00 | PER DAY \$100.00 | PER DAY \$55.00 |
| 99 MOT, Rental of Traffic Cones, 36-inch high (per 50 cones) | PER DAY \$75.00 | PER DAY NO BID | PER DAY \$0.66 | PER DAY NO BID | PER DAY \$0.30 | PER DAY \$25.00 | PER DAY \$1.00 | PER DAY \$50.00 | PER DAY \$100.00 | PER DAY \$0.25 | PER DAY \$130.00 | PER DAY \$100.00 | PER DAY \$20.00 |
| 100 MOT, Rental of Barricades, Type II | PER DAY \$0.75 | PER DAY NO BID | PER DAY \$1.97 | PER DAY NO BID | PER DAY \$0.50 | PER DAY \$1.10 | PER DAY \$5.00 | PER DAY \$0.60 | PER DAY \$2.00 | PER DAY \$0.30 | PER DAY \$1.00 | PER DAY \$15.00 | PER DAY \$345.00 |
| 101 MOT, Rental of Barricades, Type III | PER DAY \$1.00 | PER DAY NO BID | PER DAY \$1.97 | PER DAY NO BID | PER DAY \$0.60 | PER DAY \$1.65 | PER DAY \$5.00 | PER DAY \$0.90 | PER DAY \$6.00 | PER DAY \$0.55 | PER DAY \$5.00 | PER DAY \$175.00 | PER DAY \$52.00 |
| 102 MOT, Rental of Jersey Barrier | PER DAY \$75.00 | PER DAY NO BID | PER DAY \$566.32 | PER DAY NO BID | PER DAY \$5.00 | PER DAY \$33.00 | PER DAY \$200.00 | PER DAY \$60.00 | PER DAY \$50.00 | PER DAY \$75.00 | PER DAY \$500.00 | PER DAY \$225.00 | PER DAY \$65.00 |
| 103 Materials Mark-Up (for items not in contract up to \$50K) | PER CENT 10% | PER CENT NO BID | PER CENT \$6,000.00 | PER CENT 18% | PER CENT 15% | PER CENT 10% | PER CENT 10% | PER CENT 10% | PER CENT \$10 | PER CENT 15% | PER CENT 11% | PER CENT \$10 | PER CENT 15.70% |
| 1 3-Man Crew w/Pickup Truck | HR \$250.00 | HR NO BID | HR \$166.73 | HR \$200.00 | HR \$250.00 | HR \$200.00 | HR \$150.00 | HR \$200.00 | HR \$180.00 | HR \$150.00 | HR \$240.00 | HR \$180.00 | HR \$285.00 |
| 2 5-Man Crew w/Pickup Truck | HR \$350.00 | HR NO BID | HR \$261.49 | HR \$260.00 | HR \$350.00 | HR \$300.00 | HR \$220.00 | HR \$300.00 | HR \$220.00 | HR \$200.00 | HR \$320.00 | HR \$220.00 | HR \$428.00 |
| 3 Supervisor | HR \$80.00 | HR \$90.00 | HR \$126.42 | HR \$80.00 | HR \$80.00 | HR \$81.00 | HR \$95.00 | HR \$90.00 | HR \$70.00 | HR \$65.00 | HR \$96.00 | HR \$72.00 | HR \$87.50 |
| 4 Foreman | HR \$75.00 | HR \$80.00 | HR \$93.87 | HR \$60.00 | HR \$75.00 | HR \$72.00 | HR \$75.00 | HR \$80.00 | HR \$55.00 | HR \$50.00 | HR \$85.00 | HR \$65.00 | HR \$72.50 |
| 5 Welder | HR \$65.00 | HR NO BID | HR \$87.07 | HR NO BID | HR \$60.00 | HR \$60.00 | HR \$75.00 | HR \$75.00 | HR \$65.00 | HR \$100.00 | HR \$50.00 | HR \$48.00 | HR \$70.00 |
| 6 Skilled Laborer | HR \$65.00 | HR \$45.00 | HR \$44.03 | HR \$40.00 | HR \$40.00 | HR \$30.00 | HR \$32.00 | HR \$36.00 | HR \$36.00 | HR \$35.00 | HR \$40.00 | HR \$40.00 | HR \$47.50 |
| 7 Day Laborer (Unskilled) | HR \$35.00 | HR \$35.00 | HR \$40.65 | HR \$30.00 | HR \$35.00 | HR \$35.00 | HR \$26.00 | HR \$30.00 | HR \$26.00 | HR \$28.00 | HR \$35.00 | HR \$30.00 | HR \$38.95 |
| 8 Gradall | HR \$150.00 | HR NO BID | HR NO BID | HR NO BID | HR \$175.00 | HR \$85.00 | HR \$100.00 | HR \$120.00 | HR \$125.00 | HR \$100.00 | HR \$140.00 | HR \$80.00 | HR \$175.00 |
| 9 Skid Loader | HR \$80.00 | HR \$60.00 | HR \$85.07 | HR \$60.00 | HR \$85.00 | HR \$30.00 | HR \$65.00 | HR \$80.00 | HR \$75.00 | HR \$75.00 | HR \$95.00 | HR \$65.00 | HR \$95.00 |
| 10 Rubber Tire backhoe/Loader | HR \$80.00 | HR NO BID | HR \$88.40 | | | | | | | | | | |

ITB No.: ITB2020-124PS
 Bid Title: Miscellaneous Public Works Projects
 Bid Opening Date: August 28, 2020 @ 3:00 P.M.
 Prepared by: *Km/R*



| VENDOR NAME | | D.S. EAKINS CONST CORP | | DEEVAN, INC. | | FERREIRA CONSTRUCTION | | FLYING SCOT | | FOSTER MARINE CONT | | HEAVY CIVIL, INC. | | HINTERLAND GROUP | | JW CHEATHAM, LLC | | MURRAY LOGAN CONST | | R & D PAVING, LLC | | RANGER CONSTRUCTION | | SOUTH FLORIDA BUILDING | | WAYPOINT CONTRACTING | |
|-------------|--|--|---------|--|---------|--|---------|--|----------|--|---------|--|----------|--|---------|--|---------|--|---------|--|---------|--|----------|--|---------|--|---------|
| Vendor FEIN | | 59-1691997 | | 65-0101816 | | 22-333495 | | 65-1070173 | | 59-1054370 | | 46-5439171 | | 20-5156844 | | 20-1928479 | | 59-1208353 | | 45-4469049 | | 59-2098662 | | 47-3298344 | | 81-4602789 | |
| 16 | Jet Pump | HR | \$50.00 | HR | \$30.00 | HR | \$35.53 | HR | NO BID | HR | \$30.00 | HR | \$80.00 | HR | \$45.00 | HR | \$58.00 | HR | \$45.00 | HR | \$75.00 | HR | \$63.00 | HR | \$15.00 | HR | \$75.00 |
| 17 | Hydraulic Submersible Pump | HR | \$50.00 | HR | NO BID | HR | \$38.62 | HR | NO BID | HR | \$30.00 | HR | \$150.00 | HR | \$50.00 | HR | \$50.00 | HR | \$50.00 | HR | \$50.00 | HR | \$100.00 | HR | \$25.00 | HR | \$95.00 |
| 18 | Welding machine | HR | \$50.00 | HR | NO BID | HR | \$13.26 | HR | NO BID | HR | \$25.00 | HR | \$50.00 | HR | \$30.00 | HR | \$50.00 | HR | \$50.00 | HR | \$75.00 | HR | \$50.00 | HR | \$20.00 | HR | \$78.00 |
| 19 | Portable Generator | HR | \$50.00 | HR | NO BID | HR | \$16.15 | HR | \$35.00 | HR | \$15.00 | HR | \$20.00 | HR | \$40.00 | HR | \$50.00 | HR | \$35.00 | HR | \$50.00 | HR | \$25.00 | HR | \$20.00 | HR | \$70.00 |
| 20 | Quick Cut Saw | HR | \$30.00 | HR | NO BID | HR | \$6.19 | HR | \$35.00 | HR | \$10.00 | HR | \$6.00 | HR | \$10.00 | HR | \$30.00 | HR | \$25.00 | HR | \$25.00 | HR | \$25.00 | HR | \$10.00 | HR | \$32.50 |
| 21 | Asphalt/Concrete Saw | HR | \$40.00 | HR | NO BID | HR | \$11.15 | HR | \$35.00 | HR | \$20.00 | HR | \$25.00 | HR | \$20.00 | HR | \$30.00 | HR | \$35.00 | HR | \$25.00 | HR | \$25.00 | HR | \$5.00 | HR | \$45.00 |
| 22 | Steel Wheel Roller | HR | \$70.00 | HR | NO BID | HR | \$40.65 | HR | \$100.00 | HR | \$90.00 | HR | \$45.00 | HR | \$60.00 | HR | \$85.00 | HR | \$80.00 | HR | \$75.00 | HR | \$90.00 | HR | \$50.00 | HR | \$90.25 |
| 23 | Plate Tamper | HR | \$25.00 | HR | NO BID | HR | \$14.59 | HR | \$25.00 | HR | \$20.00 | HR | \$10.00 | HR | \$25.00 | HR | \$30.00 | HR | \$35.00 | HR | \$25.00 | HR | \$25.00 | HR | \$9.00 | HR | \$45.00 |
| 24 | Chain Saw/Debris Clearing Hand Equipment | HR | \$30.00 | HR | NO BID | HR | \$4.99 | HR | \$30.00 | HR | \$20.00 | HR | \$10.00 | HR | \$30.00 | HR | \$30.00 | HR | \$30.00 | HR | \$25.00 | HR | \$25.00 | HR | \$12.00 | HR | \$40.00 |
| a | Contractor's Representative | D. Steven Eakins, Jr. | | Van C. Williams | | John Ciabattari | | Shawn Cunningham | | Howard Wight | | Rudy Polselli | | Chase Rogers | | Tom Uhrig | | Edward OLeary | | Nancy G. Rosso | | Jason Daley | | Stephen Zippi | | Katrina Gonzalez | |
| b | Telephone Number | 561.842.0001 | | 561.844.5518 | | 772.286.5123 | | 561.723.5812 | | 561.722.1486 | | 561.373.2995 | | 561.640.3503 | | 561.471.4100 | | 561.718.9443 | | 561.588.6681 | | 561.793.9400 | | 561.510.3800 | | 786.608.1406 | |
| c | Email Address | steve@dseakins.com | | van@deevaninc.com | | jciabattari@ferreiraconstruction.com | | shawn@flyingscotinc.com | | howard@foster-marine.net | | rudy@heavycivilinc.com | | info@hinterlandgroup.com | | jwctom@jwcheatham.com | | edo@murraylogan.com | | nancy@randdpaving.com | | jason.daley@rangerconstruction.com | | stevejbdmarineandsite.com | | kgonzalez@waypointci.com | |