



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, APRIL 11, 2024
7:00 PM

Susan Bickel
Mayor

Deborah Searcy
Vice Mayor

Lisa Interlandi
President Pro Tem

Kristin Garrison
Councilmember

Orlando Puyol
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR “WATCH LIVE” MEETING

To watch the meeting live please go to our website page (link provided below) and click the “Watch Live” link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

COUNCIL BUSINESS MATTERS

- 1. RESOLUTION ACCEPTING ELECTION RESULTS**
- 2. ADMINISTRATION OF COUNCILMEMBER OATH**

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.

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. RESOLUTION** – Approving a Statewide Mutual Aid Agreement with the Florida Division of Emergency Management and authorizing its execution.
- 4. RESOLUTION** – Approving an Amendment to a Contract with C.A.P. Government, Inc. for Building Department Services increasing the total compensation by \$25,000 to \$50,000; and authorizing execution of the Amendment.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 5. 1ST READING OF ORDINANCE 2024-05 – CODE AMENDMENT – PROHIBITING REMOTE PARTICIPATION BY MEMBERS OF VILLAGE BOARDS AND COMMITTEES** Consider a motion to adopt on first reading Ordinance 2024-05 amending Article I, "In General," of Chapter 2, "Administration," of the Village Code of Ordinances by amending Section 2-1, "Boards and Committees," to prohibit remote participation by members of Village Boards and Committees.

OTHER VILLAGE BUSINESS MATTERS

- 6. RESOLUTION – TREE TRIMMING MANAGEMENT AND MAINTENANCE SERVICES CONTRACTS** Consider a motion to adopt a resolution accepting proposals submitted by Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for Tree Trimming, Management, and Maintenance Services at a total amount not to exceed \$50,000 for each contract; and authorizing execution of the non-exclusive Contracts.
- 7. RESOLUTION – VILLAGE BOARDS AND COMMITTEES REAPPOINTMENTS** Consider a motion to adopt a resolution reappointing members to the Audit Committee, Business Advisory Board, Environmental Committee, Golf Advisory Board, Library Advisory Board, Planning, Zoning and Adjustment Board, Recreation Advisory Board and Waterways Board.

COUNCIL AND ADMINISTRATION MATTERS

- 8. MOTION** – Designation of voting delegate and alternates for the PBC League of Cities

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

- 9.** Audit Committee Annual Report
- 10. DISCUSSION** – Strategic Planning Workshop meeting dates and times
- 11. PRESENTATION** – Stormwater Master Plan Update

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.

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Jessica Green, Village Clerk
DATE: April 11, 2024
SUBJECT: **RESOLUTION – Accepting and declaring the results of the March 19, 2024 general election**

Article III (“Legislative), Section 2 (“Election and terms”) of the Village Charter provides that “[o]n the second Tuesday in March of each year, a general election shall be held to elect members of the village council.”

On October 12, 2023, the Village Council adopted and enacted on second reading Ordinance 2023-19 changing the date of the March 2024 general election to March 19, 2024 in order to coincide with the Presidential Preference Primary and to utilize both the County voting system and the services of the Supervisor of Elections.

Furthermore, Article V (“Qualifications and Elections”) of the Village Charter provides as follows:

Section 4. General and runoff election. “Whenever a general or special election is held to fill any elective office in the Village of North Palm Beach, the candidate receiving a majority of the votes cast at such election to fill such office shall be declared to be duly elected ...”

Section 5. Unopposed candidates. “In the event not more than one (1) person qualified as a candidate for a designated seat on the village council to be filled at an election, that seat shall not be listed on the regular village election ballot. Each unopposed candidate shall be deemed to have voted for himself.”

The official results of the general election held March 19, 2024 are attached.

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

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution officially accepting and declaring the results of the March 19, 2024 general election.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING AND DECLARING THE RESULTS OF THE MARCH 19, 2024 GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 19, 2024, the Village of North Palm Beach held a general election in accordance with all applicable Village and state law requirements for the purpose of electing Councilmembers to the Village Council for Groups 1, 3, 4 and 5; and

WHEREAS, because only one candidate each qualified for Group 1, Group 4, and Group 5, these offices were not placed on the ballot and in accordance with the provisions of the Village Charter and the Florida Election Code, these candidates were presumed to have voted for themselves; and

WHEREAS, two candidates qualified for Group 3 during the time required for the filing of a Notice of Candidacy, and the names of these candidates were placed on the ballot and submitted to the electorate; and

WHEREAS, the Village Council wishes to officially accept and declare the results of the March 19, 2024 general election.

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

Section 1. The foregoing “whereas” clauses are hereby ratified and incorporated herein.

Section 2. The Village Council accepts that the following are the results of the general election held on March 19, 2024:

For Village Councilmember, Group 1:

Deborah Searcy unopposed

For Village Councilmember, Group 3:

Orlando Puyol 1,645

William Luzuriagga 634

For Village Councilmember, Group 4:

Kristin Garrison unopposed

For Village Councilmember, Group 5:

Lisa Interlandi unopposed

Section 3. Based on the foregoing results, the Village Council hereby declares that the following candidates are elected as Councilmembers for Groups 1, 3, 4, and 5:

For Village Councilmember, Group 1:

Deborah Searcy

For Village Councilmember, Group 3:

Orlando Puyol

For Village Councilmember, Group 4:

Kristin Garrison

For Village Councilmember, Group 5:

Lisa Interlandi

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



The Supervisor of Elections for Palm Beach County hereby certifies the following Municipality:

Village of North Palm Beach

☆ **Group 3 - North Palm Beach (Vote For 1)**

Participating Precincts Reporting: 13 / 13

Choice	Percent	Votes
William Luzuriagga	27.82%	634
Orlando Puyol	72.18%	1,645
		2,279

☆ **Ordinance 2023-21 - North Palm Beach - Area 1 (Vote For 1)**

Participating Precincts Reporting: 3 / 3

Choice	Percent	Votes
For annexation of the property described in Ordinance No. 2023-21	0.00%	0
Against annexation of the property described in Ordinance No. 2023-21	100.00%	136
		136

☆ **Ordinance 2023-22 - North Palm Beach - Area 2 (Vote For 1)**

Participating Precincts Reporting: 1 / 1

Choice	Percent	Votes
For annexation of the property described in Ordinance No. 2023-22	4.55%	1
Against annexation of the property described in Ordinance No. 2023-22	95.45%	21
		22



☆ **Ordinance 2023-23 - North Palm Beach - Area 3 (Vote For 1)**

Participating Precincts Reporting: 1 / 1

Choice	Percent	Votes
For annexation of the property described in Ordinance No. 2023-23	6.67%	5
Against annexation of the property described in Ordinance No. 2023-23	93.33%	70
		75

Witness my hand and official seal at Palm Beach County, on April 1, 2024.

By: Wendy Sartory Link

Wendy Sartory Link

Supervisor of Elections Palm Beach County





4901 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	18.92%	7
Orlando Puyol	81.08%	30
		37

4902 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	28.21%	11
Orlando Puyol	71.79%	28
		39

4903 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	37.93%	11
Orlando Puyol	62.07%	18
		29

4904 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	50.00%	1
Orlando Puyol	50.00%	1
		2

4905 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	26.91%	116
Orlando Puyol	73.09%	315
		431

4906 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	36.54%	57
Orlando Puyol	63.46%	99
		156



4907 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	100.00%	1
Orlando Puyol	0.00%	0
		1

4908 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	40.09%	91
Orlando Puyol	59.91%	136
		227

4909 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	31.99%	103
Orlando Puyol	68.01%	219
		322

4910 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	19.69%	114
Orlando Puyol	80.31%	465
		579

4911 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	11.67%	7
Orlando Puyol	88.33%	53
		60

4912 Show Detailed View

Choice	Percent	Votes
William Luzuriagga	28.82%	83
Orlando Puyol	71.18%	205
		288



4913 [Show Detailed View](#)

Choice	Percent	Votes
William Luzuriagga	29.63%	32
Orlando Puyol	70.37%	76
		108



Ordinance 2023-21 - North Palm Beach - Area 1

8470 Show Detailed View

Choice	Percent	Votes
For annexation of the property described in Ordinance No. 2023-21	0.00%	0
Against annexation of the property described in Ordinance No. 2023-21	100.00%	120
		120

8471 Show Detailed View

Choice	Percent	Votes
For annexation of the property described in Ordinance No. 2023-21	0.00%	0
Against annexation of the property described in Ordinance No. 2023-21	100.00%	10
		10

8485 Show Detailed View

Choice	Percent	Votes
For annexation of the property described in Ordinance No. 2023-21	0.00%	0
Against annexation of the property described in Ordinance No. 2023-21	100.00%	6
		6



Ordinance 2023-22 - North Palm Beach - Area 2

8468 [Show Detailed View](#)

Choice	Percent	Votes
For annexation of the property described in Ordinance No. 2023-22	4.55%	1
Against annexation of the property described in Ordinance No. 2023-22	95.45%	21
		22



Ordinance 2023-23 - North Palm Beach - Area 3

8489 Show Detailed View

Choice	Percent	Votes
For annexation of the property described in Ordinance No. 2023-23	6.67%	5
Against annexation of the property described in Ordinance No. 2023-23	93.33%	70
		75

**VILLAGE OF NORTH PALM BEACH
FIRE RESCUE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: April 11, 2024

SUBJECT: **RESOLUTION** – Approval of an updated Statewide Mutual Aid Agreement with the Florida Division of Emergency Management

The Florida Division of Emergency Management (FDEM) has updated the Statewide Mutual Aid Agreement (SMAA) and is requiring all local governments within the State to execute the new Agreement. The Village Council approved the execution of the prior version through the adoption of Resolution No. 2019-76 on August 22, 2019.

The Village has been a signatory to the SMAA since inception. The purpose of the SMAA is to provide a mechanism for local governments to secure assistance in the event of a major or catastrophic disaster too extensive to deal with unassisted. Through this Agreement, the Village is afforded mutual aid in the form of Police, Fire/Rescue and Public Works from other signatories to the Agreement during declared disasters. The Agreement also provides a mechanism for the Village to seek reimbursement for any mutual aid provided to outside agencies.

The Council's approval of the SMAA has no immediate fiscal impact.

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

Recommendation:

Village Administration requests Council consideration and approval of the attached Resolution approving an updated Statewide Mutual Aid Agreement with the Florida Division of Emergency Management and authorizing the Village Manager to execute the Agreement through the electronic format directed by FDEM in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND AUTHORIZING ITS EXECUTION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Emergency Management Act set forth in Chapter 252, Florida Statutes, authorizes the State of Florida and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Florida Division of Emergency Management has promulgated an updated Statewide Mutual Aid Agreement and political subdivisions of the State may become a participating party by executing the Agreement; and

WHEREAS, the Village Council determines that the execution of the Statewide Mutual Aid Agreement is in the best interests of the health, safety and welfare of the citizens and 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 hereby ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Agreement through the electronic format required by the Division.

Section 3. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ___ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Ron DeSantis, Governor

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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elect additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner- Young, Director of Community Development

DATE: April 11, 2024

SUBJECT: **RESOLUTION** – Approving an Amendment to the Contract with C.A.P. Government, Inc. for building inspection and permit technician services to increase the amount by \$25,000 (for a total of \$50,000).

The Community Development Department has been utilizing contracted services to augment Building Division Staff to ensure that the Village’s building permit level of service is being met. One of the companies that the Village has been utilizing is C.A.P. Government, Inc. On October 1, 2023, the Village Manager approved a Contract with C.A.P. Government, Inc. in the amount of \$25,000 in accordance with the terms, conditions and pricing established in an existing, competitively bid Contract with the Town of Jupiter, approved by the Town on July 16, 2019 for a period of 5 years.

Due to staffing shortages, the Department has been using a contract permit technician forty hours a week, as well as a contract building inspector for about twenty-two hours a week since the start of the 2023-2024 Fiscal Year. When the Department budgeted for professional services, Staff expected the vacant positions to be filled more quickly. Consequently, there is a shortfall of the funds available to maintain the services of C.A.P. Government through the end of the Fiscal Year. The cost of these professional services is offset by salary and benefit savings from the vacant positions.

Staff is requesting an amendment to the Contract with C.A.P. Government to increase the total compensation by an additional \$25,000 to \$50,000 and to specifically reference the hourly rate for permit technicians. The Department expects the use of C.A.P. Government’s services to decrease because a new full-time Senior Building Inspector started employment on March 18, 2024. Additionally, the Department is in the process of hiring two permit technicians.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Building	A6019-33190	Professional Services	\$50,000

Recommendation: Village Staff requests Council consideration and approval of the attached Resolution approving an Amendment to the Contract for Building Inspection Services with C.A.P. Government, Inc. to increase the contract amount to a total of \$50,000 through Fiscal Year 2024, with funds expended from Account No. A6019-33190 (Building – Professional Services) and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AMENDMENT TO A CONTRACT WITH C.A.P GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CONTRACT WITH THE TOWN OF JUPITER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 1, 2023, the Village Manager executed a Contract for building inspection services with C.A.P. Government, Inc. in accordance with the terms, conditions and pricing established in an existing competitively bid Contract for Plan Review, Inspection Services, and Permit Technicians between C.A.P. and the Town of Jupiter; and

WHEREAS, in accordance with the Village’s Purchasing Policies and Procedures, the amount of compensation was capped at \$25,000; and

WHEREAS, Village Staff needs additional building inspection and permit technician services through the end of the current fiscal year and requested execution of Amendment to increase the total compensation by \$25,000 to \$50,000; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Contract 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 approves an Amendment to the Agreement for building department services with C.A.P. Government, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village. The total compensation paid pursuant to the Amendment shall not exceed \$50,000, with funds expended from Account No. A6019-33190 (Building Division – Professional Services).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO CONTRACT FOR SERVICES

This Amendment is made as of the _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida, 33408, a Florida municipal corporation (“VILLAGE”), and C.A.P. GOVERNMENT, INC., 1910 North Florida Mango Road, West Palm Beach, Florida 33409, a Florida corporation (“CONTRACTOR”).

RECITALS

WHEREAS, on October 1, 2023, the VILLAGE executed a Contract with CONTRACTOR for building department services (“Agreement”) in accordance with the terms, conditions and pricing established in an existing, competitively bid Contract for Services with the Town of Jupiter; and

WHEREAS, the parties wish to amend the Contract to increase the total amount of compensation to \$50,000 and specifically incorporate the pricing for permit technicians.

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

1. The recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Section 3 of the Contract is hereby amended to read as follows:
 - A. In accordance with the terms and conditions of the Jupiter Contract and at the direction of the Community Development Director, CONTRACTOR shall perform building inspection services at a rate of **\$72.50 per hour** on an as needed basis and permit technician services at a rate of **\$50.00 per hour** on an as needed basis.
 - B. The total cost of such services shall not exceed **\$50,000.00** for Fiscal Year 2024.
3. All other terms of the Agreement, to the extent not specifically modified herein, shall remain in full force and effect.

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

C.A.P. GOVERNMENT, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
SUSAN BICKEL, MAYOR

ATTEST:

By: _____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
VILLAGE ATTORNEY

CONTRACT

This Contract is made as of this 1 day of October, 2023, 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 C.A.P. GOVERNMENT, INC., 343 Almeria Avenue, Coral Gables, Florida 33134, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 65-0121594 .

RECITALS

WHEREAS, the VILLAGE requires the services of a contractor to perform building inspection services for Fiscal Year 2024; and

WHEREAS, the Town of Jupiter, through its competitive selection process, awarded a Contract for Plan Review, Inspection Services, and Permit Technicians (BLD001-2019/LC) ("Jupiter Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Jupiter Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the Jupiter Contract, including all terms, conditions and pricing set forth therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Jupiter Contract. The Town of Jupiter's Contract for Plan Review, Inspection Services, and Permit Technicians (BLD001-2019/LC) ("Jupiter Contract") with CONTRACTOR, is attached hereto is incorporated herein by reference.
3. CONTRACTOR's Services.
 - A. In accordance with the terms and conditions of the Jupiter Contract and at the direction of the Community Development Director, CONTRACTOR shall perform building inspection services at a rate of **\$72.50 per hour** on an as needed basis.
 - B. The total cost of such services shall not exceed **\$25,000.00** for Fiscal Year 2024.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence: this Contract and the Jupiter Contract.
5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) 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.

6. Term and Termination.

A. This Contract shall be effective retroactive to October 1, 2023 and shall expire on September 30, 2024.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

7. Insurance.

A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability insurance in the amount of \$1,000,000 per occurrence or \$2,000,000 in the aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as claims for property damage which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. 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 whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

8. 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 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 limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall 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.

10. Independent Contractor. CONTRACTOR is, and shall be, in the performance of all Services under this Contract, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services 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 Services.

11. 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.

12. 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. 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 waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

VILLAGE OF NORTH PALM BEACH

By: 
 Chuck Huff
 Village Manager

C.A.P. GOVERNMENT, INC.

By: 

Print Name: Carlos A. Penin, PE

Position: President

BLD001-2019/LC

CONTRACT BETWEEN THE
TOWN OF JUPITER
AND
C.A.P. Government, Inc.

THIS CONTRACT, made this 31st day of July, 2019, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and C.A.P. Government, Inc., 1910 N. Florida Mango Road, West Palm Beach, FL, 33409, State of Florida Corporation, hereinafter designated as "C.A.P. Government".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such powers and responsibilities as are enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide services including Plan Review, Inspection Services and Permit Technicians; and

WHEREAS, the TOWN solicited and received bids on May 16, 2019 for the Plan Review, Inspection Services and Permit Technicians, Palm Beach County, Florida; and

WHEREAS, C.A.P. Government has responded to the TOWN'S solicitation and GFA International is qualified and willing to provide said services; and

WHEREAS, the TOWN has found C.A.P. Government's response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and C.A.P. Government in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

C.A.P. Government shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the services in accordance with the

CONTRACT BLD001-2019/LC entitled Plan Review, Inspection Services and Permit Technicians.

C.A.P. Government shall provide the TOWN with a copy of any necessary licenses and business tax receipts to do business in the Town as a Plan Review, Inspection Services and Permit Technicians prior to providing services to the Town.

2. TERM

The Term of this CONTRACT shall commence upon the parties execution of the CONTRACT and shall be for a period of Sixty (60) months with two Twelve month renewal options provided both parties are in agreement and there are no changes to the terms and conditions.

3. CONSIDERATION

The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing. The CONTRACTOR shall provide all labor, supplies, transportation, materials, licenses, permits, and any other items necessary to perform and provide the services to the Town. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the CONTRACTOR on a time basis under a mutually agreed upon rate schedule "Cost Proposal" attached hereto as **Exhibit "B"**. CONTRACTOR performance requirements relative to the Scope of the Services and the Work to be performed by the CONTRACTOR which are contained in the RFP BLD001-2019/LC, which are incorporated herein by reference in addition to the foregoing description of the required services.

The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by C.A.P. Government, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of C.A.P. Government, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

5. INDEMNIFICATION

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, C.A.P. Government shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with C.A.P. Government, its subcontractors, its agents, or employees, and committed in connection with C.A.P. Government performance, of any services performed hereunder.

C.A.P. Government shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, ordinance of regulation by C.A.P. Government, its agents or employees.

6. GOVERNING LAW / VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

7. AMENDMENTS

This contract may be amended only by a written amendment executed by the parties.

8. ASSIGNMENT

C.A.P. Government shall not assign, delegate, or otherwise transfer its rights and

obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

9. ATTORNEY FEES

If either party is required to initiate a legal action, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. INDEPENDENT CONTRACTOR

C.A.P. Government is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND C.A.P. Government, its employees or, during or after the performance of this CONTRACT.

11. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify C.A.P. Government of such occurrence and the CONTRACT may be terminated by the TOWN without penalty or expense to the TOWN.

12. RIGHT TO AUDIT

The TOWN reserves the right to audit C.A.P. Government's records as such records relate to the services and the CONTRACT between the TOWN and C.A.P. Government. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of C.A.P. Government which are related to its services to the TOWN in accordance with the schedule for preservation of public records as prescribed bylaw.

Audits:

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 the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. COMPLIANCE WITH LAWS

C.A.P. Government, its employees and agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise C.A.P. Government, upon request as to such laws of which it has present knowledge.

14. PUBLIC RECORDS

C.A.P. Government shall comply with the Florida public records laws codified at Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements.

15. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. C.A.P. Government recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

16. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize C.A.P. Government, for all work of this type, which may develop during the CONTRACT term. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

17. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Roger C. Held, B.O.

Building Department Director
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

1910 N. Florida Mango Road

West Palm Beach, FL 33409

18. SEVERABILITY

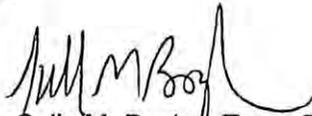
Should any part, term or provision of this CONTRACT be determined by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By:


Sally M. Boylan, Town Clerk

By:

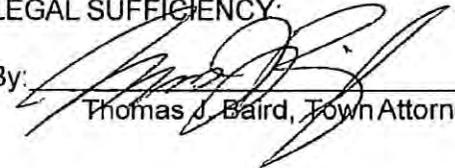

Todd Wodraska, Mayor

(TOWN SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:


Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 18th day of July 2019

_____ 2019 by Todd Wodraska, as Mayor of the Town of Jupiter, and who is personally know to me.



[Signature]
Notary Public, State of Florida

ATTEST

By: _____

C.A.P. Government, Inc.

By: *[Signature]*
Printed Name: Carlos A. Penin
Title: President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument has been acknowledged before me this 9th day of August 2019 by Carlos A. Penin, as president of C.A.P. Government, Inc. He/she is personally know to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]

Notary Public, State of Florida

TOWN OF JUPITER

RFP-BLD001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
1.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. Perform inspection services excluding natural disaster events. FULL TIME INSPECTOR	BLDG	\$ 72.50 PER HOUR
		M, E, or P	\$ 72.50 PER HOUR
		1+2 FAMILY	\$ 77.50 PER HOUR
		MULTI	\$ 77.50 PER HOUR
2.	Per Person: Perform inspection services during natural disaster events. FULL TIME INSPECTOR	BLDG	\$ 95.00 PER HOUR
		M, E, or P	\$ 95.00 PER HOUR
		1+2 FAMILY	\$ 100.00 PER HOUR
		MULTI	\$ 100.00 PER HOUR
3.	Per Person: Perform inspection services excluding natural disaster events in excess of 40 Hr. per week. FULL TIME INSPECTOR	BLDG	\$ 90.00 PER HOUR
		M, E, or P	\$ 90.00 PER HOUR
		1+2 FAMILY	\$ 100.00 PER HOUR
		MULTI	\$ 100.00 PER HOUR
4.	Per Person: Perform inspection services excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ 85.00 PER HOUR
		M, E, or P	\$ 85.00 PER HOUR
		1+2 FAMILY	\$ 90.00 PER HOUR
		MULTI	\$ 90.00 PER HOUR

Proposer:  Date: 05/16/19

TOWN OF JUPITER

RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
5.	Per Person: Perform inspection services during natural disaster events. AS NEEDED BASIS	BLDG	\$ 110.00 PER HOUR
		M, E, or P	\$ 110.00 PER HOUR
		1+2 FAMILY	\$ 110.00 PER HOUR
		MULTI	\$ 110.00 PER HOUR
6.	Per Person: Review and process construction plans for obtaining building permits excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ 90.00 PER HOUR
		M, E, or P	\$ 90.00 PER HOUR
		1+2 FAMILY	\$ 95.00 PER HOUR
		MULTI	\$ 90.00 PER HOUR
7.	Per Person: Review and process construction plans for obtaining building permits during natural disaster events. AS NEEDED BASIS	BLDG	\$ 112.50 PER HOUR
		M, E, or P	\$ 112.50 PER HOUR
		1+2 FAMILY	\$ 112.50 PER HOUR
		MULTI	\$ 112.50 PER HOUR
8.	Per Person: Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	BLDG	\$ 115.00 PER HOUR
		M, E, or P	\$ 115.00 PER HOUR
		1+2 FAMILY	\$ 115.00 PER HOUR
		MULTI	\$ 115.00 PER HOUR

Proposer:



Date:

05/16/19

TOWN OF JUPITER

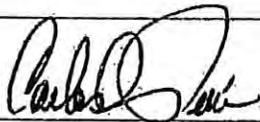
RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE
9.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. AS NEEDED BASIS PERMIT TECHNICIANS	\$ 50.00 PER HOUR

Proposer: _____



Date: _____

05/16/19

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: April 11, 2024

SUBJECT: **ORDINANCE 1st Reading** – Amending Section 2-1 of the Village Code of Ordinances to prohibit remote participation by Village board and committee members

Through the adoption of Ordinance No. 2007-13 on July 12, 2007, the Village Council adopted a new Section 2-1 of the Village Code of Ordinances, setting forth the requirements and rules of general application for all Village boards and committees. As originally adopted, Section 2-1(f)(8) of the Village Code provided that members of Village boards and committees “shall attend all meetings in person and shall not participate as a member of any board or committee or vote on any matter by telephone, video conferencing, or any other electronic means.”

This prohibition remained in effect until 2022. In response to the COVID-19 pandemic, the Village had been utilizing a video conferencing platform to allow for virtual participation by Councilmembers and members of the public, and the Village Council extended this option to board and committee members to the extent permitted by Florida law (which requires that a quorum be physically present. Through the adoption of Ordinance No. 2022-03 on January 27, 2022, the Village Council deleted Section 2-1(f)(8).

At its March 28, 2024 meeting, the Village Council discussed the issue of remote participation by board and committee members and determined that it was in the best interests of the Village to require in person attendance. The Village no longer utilizes a video conferencing platform for Village Council meetings, and the Council determined that remote participation via telephone by board and committee members was ineffective and hampered full participation.

The attached Ordinance readopts Section 2-1(f)(8) of the Village Code (as originally adopted in 2007) and prohibits members of Village boards and committees from participating as a member or voting on any matter by telephone, video conferencing, or other electronic means.

The attached Ordinance has been prepared by this office and reviewed for legal sufficiency.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Section 2-1 of the Village Code of Ordinances to prohibit remote participation by Village board and committee members in accordance with Village policies and procedures.

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ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE I, "IN GENERAL," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-1, "BOARDS AND COMMITTEES," TO PROHIBIT REMOTE PARTICIPATION BY MEMBERS OF VILLAGE BOARDS AND COMMITTEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-1 of the Village Code of Ordinances governs the appointment and operation of Village boards and committees; and

WHEREAS, the Village Council wishes to amend Section 2-1 to reinstate the prohibition against advisory board and committee members participating as a member or voting by telephone, video conferencing, or any other electronic means; and

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

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

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

Section 2. The Village Council hereby amends Article I, "In General," of Chapter 2, "Administration," of the Village Code of Ordinances as follows (additional language is underlined and deleted language ~~stricken through~~):

Sec. 2-1. Boards and committees.

(a) *Purpose.* The purpose of this section is to establish procedures for village boards and committees. Except as specifically provided by law or ordinance, all boards and committees are advisory only and the existence of such advisory boards and committees does not diminish or alter the statutory or constitutional authority of the village council.

(b) *Scope.* The provisions of this section shall apply to all village boards and committees and shall govern the conduct of all members of such boards.

(c) *Creation of advisory boards.* The village council may, by ordinance, create a board or committee in connection with any function of the village. The ordinance creating such board shall specify the purpose, powers, and duties of the board. Nothing set forth herein shall prevent the village council from creating ad hoc committees of limited duration by resolution.

1 (d) *Records.* Each board and committee shall maintain attendance records and
2 voting records of each member and shall forward such information to the village clerk.
3 The records shall include the reason given by the board or committee member for any
4 absence.

5
6 (e) *Compensation of members.* Board and committee members shall serve
7 without compensation except as may be provided by ordinance or resolution of the village
8 council.

9
10 (f) *General provisions.* Members of village boards and committees:

11
12 (1) Shall serve at the pleasure of the village council and may be removed with
13 or without cause by a vote of the village council;

14
15 (2) Shall be a resident of the village and maintain residency in the village
16 during the term of appointment (unless waived by the village council) and
17 meet such other eligibility requirements as may be established by the
18 village council;

19
20 (3) Shall not hold any employment or office in village government or any
21 contractual relationship with the village;

22
23 (4) Shall serve on only one village board or committee where membership on
24 two boards or committees would violate the constitutional dual office-
25 holding prohibition;

26
27 (5) Shall not appear before the board or committee on which they serve or the
28 village council as an agent or attorney on behalf of any person or entity;

29
30 (6) Shall not have or hold any employment or contractual relationship that
31 will create a continuing or frequently recurring conflict between their
32 private interests and the performance of their public duties or that would
33 impede the full and faithful discharge of their public duties; and

34
35 (7) Shall not initiate any grievance or complaint against any person appearing
36 before the board or committee on which they serve without the approval
37 of the village manager; and

38
39 (8) Shall attend all meetings in person and shall not participate as a member
40 of any board or committee or vote on any matter by telephone, video
41 conferencing, or any other electronic means.

42 * * *

43
44
45 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the
46 Village of North Palm Beach.

1 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
2 reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding
3 shall not affect the remainder of this Ordinance.
4

5 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in conflict
6 herewith are hereby repealed to the extent of such conflict.
7

8 Section 6. This Ordinance shall take effect immediately upon adoption.
9

10 PLACED ON FIRST READING THIS ____ DAY OF _____, 2024.

11
12 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____, 2024.
13
14
15

16 (Village Seal)

MAYOR

17
18
19 ATTEST:

20
21 _____
22 VILLAGE CLERK

23
24 APPROVED AS TO FORM AND
25 LEGAL SUFFICIENCY:

26
27 _____
28 VILLAGE ATTORNEY
29

VILLAGE OF NORTH PALM BEACH LEISURE SERVICES

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: April 11, 2024

SUBJECT: **RESOLUTION** – Accepting proposals from selected firms to provide Tree Trimming, Management, & Maintenance Services and authorizing the Mayor and Village Clerk to execute Contracts for such services in accordance with Village policies and procedures.

Background:

On February 7, 2024, the Village issued a Request for Proposals for Tree Trimming, Management, and Maintenance Services (“RFP”). On March 7, 2024, the following five firms submitted proposals in response to the RFP:

- Cayco Landscaping
- Precision Landscape Co. of Palm Beach County, Inc.
- Salgado Tree Trimming, LLC
- Sherlock Tree Company, Inc.
- The GreenShape – Landscape Management Holding LLC

A Selection Committee consisting of Leisure Services Director Zak Sherman, Country Club General Manager Beth Davis, and Superintendent of Parks and Recreation Stephen Poh reviewed the proposals on March 28, 2024 and ranked the proposals as follows:

Rank	Vendor	Total Score
1	Precision Landscape	218
2	Salgado Tree Trimming, LLC	187
3	Cayco Landscaping	187
4	Sherlock Tree Company	163
5	The GreenShape	110

Scoring was based on each firm’s qualifications, equipment, price proposal, references, and local preference. While there was initially a tie between Cayco and Salgado Tree Trimming, LLC, the tie was resolved by the Selection Committee in favor of Salgado Tree Trimming, LLC., citing the local preference.

Based upon the rankings, the Selection Committee is recommending that the Village enter into non-exclusive contracts with two of the proposers:

1. Precision Landscape Co. of Palm Beach County, Inc.; and
2. Salgado Tree Trimming LLC

This will ensure broader coverage and availability in case one contractor is unavailable.

Contract Term:

The initial term of the Contract will be three (3) years, with an option to renew for three (3) additional one-year terms for a cumulative total of six (6) years, using the same terms, conditions, and pricing during the initial term and renewal terms.

Scope of Work:

The scope of the work includes comprehensive tree maintenance such as pruning, trimming, and removing dead trees and branches. It also covers grinding stumps and roots, removing root balls, and properly disposing of all tree debris, with holes filled post-removal at the Village's direction. The project extends to delivering and installing new trees, plants, shrubs, mulch, and sod. Additionally, it encompasses whitefly treatment and conducting a tree inventory for Leisure Services locations.

Fiscal Impacts:

Work will be authorized through a Purchase Order for each vendor selected, in an amount not to exceed \$50,000 in any single fiscal year, based upon available funds in the Village Council's approved budget. There is no guarantee of a minimum amount of work under any continuing contract.

Account Information:

Fund	Department	Account Number	Account Description	Vendor	Amount
General Fund	Parks and Recreation	A8028-33491	Contractual Services	Precision Landscape	\$50,000
General Fund	Parks and Recreation	A8028-33491	Contractual Services	Salgado Tree Trimming	\$50,000

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving Contracts with Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for Tree Trimming, Management, and Maintenance Services at a total cost for each not to exceed \$50,000, with funds expended from Account Number A8028-33491 (Recreation – Contractual Services), and authorizing the Mayor and Village Clerk to execute Contracts for such services in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING PROPOSALS SUBMITTED BY PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. AND SALGADO TREE TRIMMING, LLC FOR TREE TRIMMING, MANAGEMENT, AND MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE NON-EXCLUSIVE CONTRACTS FOR SUCH SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Proposals for Tree Trimming, Management, and Maintenance Services (“RFP”) and received five proposals in response to the RFP; and

WHEREAS, the Selection Committee reviewed and evaluated the proposals in accordance with the criteria set forth in the RFP and based on such evaluation, Village Staff recommended accepting the proposals submitted by Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC and executing non-exclusive contracts with both companies; 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 accepts the proposals from Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for tree trimming, management, and maintenance services and authorizes the Mayor and Village Clerk to execute Contracts for such services, copies of which are attached hereto and incorporated herein. The total amount for each Contract shall not exceed \$50,000.00 during any single fiscal year, with funds expended from Account No. A8028-33491 (Recreation – Contractual Services).

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and PRECISION LANDSCAPE CO. OF PALM BEACH COUNTY, INC., a Florida corporation, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Tree Trimming, Management, and Maintenance Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Tree Trimming, Management, and Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference. This Contract is non-exclusive.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective on the date set forth above and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for three (3) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. The VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

SECTION 3: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Tree Trimming, Management, and Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference. The total amount of compensation shall not exceed \$50,000 during any single fiscal year (October 1 through September 30th).

B. In order for both parties herein to close their books and records, VENDOR will clearly state “final invoice” on the VENDOR’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 the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

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 VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in §768.28, Florida Statutes.

SECTION 6: PERSONNEL.

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

C. All of the VENDOR’s personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) 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 the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE’s notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be

paid for services 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, the VENDOR 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.

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required in the Request of Proposals. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

B. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR 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 the VENDOR 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 the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

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 VILLAGE and the VENDOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

The VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 13: ACCESS AND AUDITS.

The VENDOR shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Services for at least three (3) years after completion of 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 the VENDOR's place of business. In no circumstances will VENDOR be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: NONDISCRIMINATION.

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

SECTION 15: 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.

SECTION 16: SEVERABILITY.

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.

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall effect the VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub-VENDOR or VENDOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's 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, the VENDOR shall provide any necessary materials to maintain such protection.

B. The VENDOR 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.

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

SECTION 22: 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
Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the VENDOR shall be mailed to:

Precision Landscape Co. of Palm Beach County, Inc.
Attn: Rick Giordano, Project Manager and Arborist
9450 Old Dixie Highway
North Palm Beach, FL 33408

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR 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. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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.

SECTION 25: PREPARATION.

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

SECTION 26: 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.

SECTION 27: WAIVER OF SUBROGATION.

VENDOR 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 VENDOR 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 VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

VENDOR 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 VENDOR. VENDOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of VENDOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

SECTION 29: INVOICING AND PAYMENT.

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

- A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

- B. All invoices submitted shall consist of an “original” invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to

identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as “partial,” “complete” or “final invoice.”

- C. The invoice shall contain the Proposer’s Federal Employer Identification Number.
- D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida’s Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES.

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of this Contract.

SECTION 31: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE’S 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, VENDOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, VENDOR shall:

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

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, VENDOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;
- D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and
- G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statutes, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

VENDOR:
PRECISION LANDSCAPE CO. OF PALM BEACH COUNTY, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

CONTRACT

This Contract is made as of the _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and SALGADO TREE TRIMMING, LLC, a Florida limited liability company, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Tree Trimming, Management, and Maintenance Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Tree Trimming, Management, and Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference. This Contract is non-exclusive.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective on the date set forth above and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for three (3) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. The VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

SECTION 3: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Tree Trimming, Management, and Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference. The total amount of compensation shall not exceed \$50,000 during any single fiscal year (October 1 through September 30th).

B. In order for both parties herein to close their books and records, VENDOR will clearly state “final invoice” on the VENDOR’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 the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

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 VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in §768.28, Florida Statutes.

SECTION 6: PERSONNEL.

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

C. All of the VENDOR’s personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) 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 the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE’s notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services

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, the VENDOR 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.

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required in the Request of Proposals. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

B. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR 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 the VENDOR 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 the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

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 VILLAGE and the **VENDOR knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

The VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 13: ACCESS AND AUDITS.

The VENDOR shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Services for at least three (3) years after completion of 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 the VENDOR's place of business. In no circumstances will VENDOR be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: NONDISCRIMINATION.

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

SECTION 15: 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.

SECTION 16: SEVERABILITY.

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.

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall effect the VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub- VENDOR or VENDOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's 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, the VENDOR shall provide any necessary materials to maintain such protection.

B. The VENDOR 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.

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

SECTION 22: 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
Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the VENDOR shall be mailed to:

Salgado Tree Trimming, LLC
Attn: Rodney Christopher, Manager
924 Saint James Street
West Palm Beach, FL 33415

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR 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. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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.

SECTION 25: PREPARATION.

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

SECTION 26: 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.

SECTION 27: WAIVER OF SUBROGATION.

VENDOR 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 VENDOR 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 VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

VENDOR 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 VENDOR. VENDOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of VENDOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

SECTION 29: INVOICING AND PAYMENT.

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

- A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

- B. All invoices submitted shall consist of an “original” invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as “partial,” “complete” or “final invoice.”
- C. The invoice shall contain the Proposer’s Federal Employer Identification Number.

- D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES.

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of this Contract.

SECTION 31: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE'S 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, VENDOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, VENDOR shall:

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, VENDOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;
- D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and
- G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statutes, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

[Remainder of page intentionally blank]

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

VENDOR:
SALGADO TREE TRIMMING, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY



Precision Landscape Co. of Palm Beach County Inc.
9450 Old Dixie Highway
North Palm Beach, FL 33408

March 3, 2024

RE: Tree Trimming, Management, and Maintenance Services

Dear Members of the Village of North Palm Beach,

Thank you in considering Precision Landscape Company of Palm Beach County Inc. for The Village of North Palm Beach, Tree Trimming, Management, and Maintenance Services.

Precision Landscape Co. has decades of experience in the landscape industry. We are fully licensed and insured in the State of Florida. Precision is locally owned and we take pride in maintaining our community. Our knowledgeable staff takes ownership in their work, are held to a high level of expectations and are committed to providing outstanding quality service.

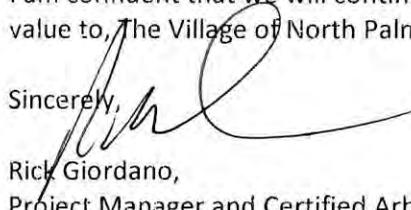
Precision is known for being proactive, building relationships with members of the community and going beyond our contractual requirements. We are also devoted to protecting the quality and environmental standards for all of the cities we serve.

Our departments consist of experienced professionals, who are provided with the correct resources and training in order to be successful in executing their responsibilities. Our tree trimming fleet consist of bucket trucks, dump trucks, wood chippers, lifts, Kubota's, skid steers and more.

We acknowledge your expectations therefore all work performed will be completed in a timely manner. Performed services will be in compliance with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States.

I am confident that we will continue to provide you exceptional service and continue to be an asset and value to, The Village of North Palm Beach.

Sincerely,



Rick Giordano,
Project Manager and Certified Arborist
Rick@precisionlandscapeco.com
Cell: 561-718-8682
Office: 561-881-8866



CUSTOMER REFERENCES

Mirabella at Mirasol

Contact Name: John Guastella

Email: guastella.john@gmail.com

Ibis Golf and Country Club

Contracted with 21 Communities

Tradition Cove HOA

Contact Name: Bob Gardner

Email: rgardner1220@yahoo.com

PGA National

Eagleton Pointe HOA

Contact Name: Nancy Wieseneck

Email: nancywieseneck@gmail.com

LICENSES

Business operating License LBTR# 201100

Contractor Irrigation License # U-21609

Paver Brick License # U – 22094

Pest Control L&O License # JB192822

Certified Arborist FL-6493A



Precision Landscape Co. Tree Trimming Department Equipment List

FLEET

International 4900 Bucket Truck – QTY 3

Ford F450 Super Duty – QTY 2

Isuzu NPR – QTY 4

Polaris Utility Vehicle – QTY 2

TRAILER/CHIPPER

Vermeer Wood Chipper BC 1000 XL – QTY 3

Express/Flat Trailer – QTY 4

Nissan Equipment Trailer – QTY 2

EQUIPMENT

Trencher 50HP – QTY 2

Genie High Lift – QTY 2

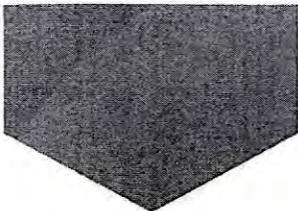
Chainsaws (Different Brands/Sizes) – QTY 11

Billy Goat Blower – QTY 1

Stihl Blowers – QTY 4

Kubota Front Loaders – QTY 3

Kubota Mine Ex. – QTY 1



The International Society of Arboriculture

Hereby Announces That

Rick Giordano

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan

Caitlyn Pollihan
CEO & Executive Director

15 December 2012

31 December 2024

FL-6493A

Issue Date

Expiration Date

Certification Number



RFP EXHIBIT "C"
PROPOSAL FORM

Name of Proposer: Precision Landscape Co. of Palm Beach County, Inc.

SECTION I: TREE TRIMMING and HOURLY RATES

ITEM NO.	DESCRIPTION	HOURLY RATE
1.	Routine & Scheduled TREE TRIMMING of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 135.00
2.	Routine & Scheduled TREE PRUNING of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 135.00
3.	Routine & Scheduled TREE REMOVAL of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 135.00
4.	Routine & Scheduled STUMP GRINDING of ALL TYPES OF STUMPS (any size); rate per CREW HOUR	\$ 98.00
5.	Hazardous Condition Tree Removal Rate; rate per CREW HOUR	\$ 165.00
6.	EMERGENCY Response Rate for Tree Trimming (any height) OR Tree Removal; two (2) hour response time in accordance with Scope of Work; rate per CREW HOUR	\$ 225.00

SECTION II: STUMP AND ROOT REMOVAL and HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Stump and Root Removal	Small	\$ 125.00
2.	Stump and Root Removal	Medium	\$ 165.00
3.	Stump and Root Removal	Large	\$ 225.00

SECTION II: TREE DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Trees	1 gallons	\$ 9.00
2.	Trees	3 gallons	\$ 17.50
3.	Trees	7 gallons	\$ 48.00
4.	Trees	15 gallons	\$ 196.00
5.	Trees	45 gallons	\$ 478.00
6.	Trees	65 gallons	\$ 770.00
7.	Trees	100 gallons	\$ 1,040.00

SECTION IV: PLANT DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Plants	1 gallons	\$ 6.00
2.	Plants	3 gallons	\$ 12.50
3.	Plants	7 gallons	\$ 26.50
4.	Plants	15 gallons	\$ 80.00
5.	Plants	45 gallons	\$ 135.00
6.	Plants	65 gallons	\$ 178.00
7.	Plants	100 gallons	\$ 265.00

SECTION V: SHRUB DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Shrubs	1 gallons	\$ 6.00
2.	Shrubs	3 gallons	\$ 12.50
3.	Shrubs	7 gallons	\$ 26.50
4.	Shrubs	15 gallons	\$ 80.00
5.	Shrubs	45 gallons	\$135.00
6.	Shrubs	65 gallons	\$178.00
7.	Shrubs	100 gallons	\$ 268.00

SECTION VI: ADDITIONAL SERVICES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Arborist	Hourly Rate	\$175.00
2.	Supervisor	Hourly Rate	\$ 35.00
3.	Whitefly Treatment	Per Linear Foot	\$ 1.50
5.	Mulch Removal & Disposal	Per Cubic Yard	\$ 15.00
6.	Mulch Replacement/Replenishment ADA Playground Mulch	Per Bag	\$ 5.25
7.	Mulch Replacement/Replenishment ADA Playground Mulch	Per Cubic Yard	\$ 40.00
8.	Mulch Replacement/Replenishment Mulch (Environmentally Friendly)	Per Bag	\$ 40.00

SECTION VI: ADDITIONAL SERVICES CONTINUED

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
9.	Mulch Replacement/Replenishment Mulch (Environmentally Friendly)	Per Cubic Yard	\$ 40.00
10.	Sod Removal & Disposal	Per Square Foot	\$ 0.20
11.	Sod Replacement Saint Augustine (Any, All Types)	Per Square Foot	\$ 0.65
12.	Sod Replacement Bahia (Any, All Types)	Per Square Foot	\$ 0.45
13.	Tree Inventory	Hourly Rate	\$ 40.00

SECTION VII: EQUIPMENT LIST and HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Chipper	Hourly Rate	\$ 55.00
2.	Chainsaw	Hourly Rate	\$ 20.00
3.	Dump Truck	Hourly Rate	\$ 55.00
5.	MOT	Hourly Rate	\$ 30.00
7.	Aerial Lift (any type) with Operator	Hourly Rate	\$ 65.00
10.	Front End Loader with Operator	Hourly Rate	\$ 95.00
11.	Skid Steer Loader with Operator	Hourly Rate	\$ 75.00
12.	Crane with Operator	Hourly Rate	\$ 145.00

END OF SECTION

RFP EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Precision Landscape Co. of Palm Beach County Inc.
I certify that Precision Landscape Co. of Palm Beach County Inc. complies fully with the above requirements.



Authorized Representative's Signature

3/5/24

Date

VINCENZO GIORDANO

Name:

Officer

Position:

RFP EXHIBIT “G”
STANDARD VILLAGE CONTRACT

This Contract is made as of the _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and Precision Landscape Co. of Palm Beach County Inc., an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Tree Trimming, Management, and Maintenance Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Tree Trimming, Management, and Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR’s Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective April 25, 2024 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for three (3) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days’ written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. The VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

SECTION 3: VILLAGE’S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE’s representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Tree Trimming, Management, and Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR’s Proposal, which is attached hereto and incorporated herein by reference.

B. In order for both parties herein to close their books and records, VENDOR will clearly state “final invoice” on the VENDOR’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 the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

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 VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in §768.28, Florida Statutes.

SECTION 6: PERSONNEL.

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

C. All of the VENDOR's personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) 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 the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services 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, the VENDOR 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
- Exhibit "G" Page 2

- 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.

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required in the Request of Proposals. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

B. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR 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 the VENDOR 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 the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

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 VILLAGE and the VENDOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

The VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 13: ACCESS AND AUDITS.

The VENDOR shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Services for at least three (3) years after completion of 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 the VENDOR's place of business. In no circumstances will VENDOR be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: NONDISCRIMINATION.

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

SECTION 15: 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.

SECTION 16: SEVERABILITY.

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.

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall effect the VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub-VENDOR or VENDOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's 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, the VENDOR shall provide any necessary materials to maintain such protection.

B. The VENDOR 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.

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and

services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

SECTION 22: 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
Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR 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. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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.

SECTION 25: PREPARATION.

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

SECTION 26: 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.

SECTION 27: WAIVER OF SUBROGATION.

VENDOR 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 VENDOR 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 VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

VENDOR 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 VENDOR. VENDOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of VENDOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

SECTION 29: INVOICING AND PAYMENT:

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

- A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable
- B. All invoices submitted shall consist of an "original" invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as "partial," "complete" or "final invoice."
- C. The invoice shall contain the Proposer's Federal Employer Identification Number.
- D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES:

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of this Contract.

SECTION 31: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE'S 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, VENDOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, VENDOR 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 VENDOR 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 VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract

and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

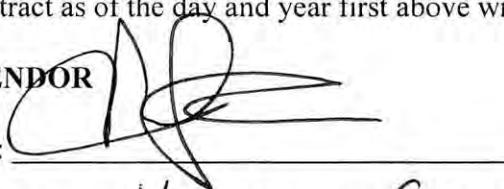
SECTION 33. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, VENDOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;
- D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and
- G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statutes, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

VENDOR

By: 

Print Name: Vincenzo Giordano

Position: Officer

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY: _____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

SALGADO TREE TRIMMING LLC

VILLAGE OF NORTH PALM BEACH

REQUEST FOR PROPOSAL

TREE TRIMMING, MANAGEMENT, AND

MAINTENANCE SERVICES

501 U.S. HIGHWAY ONE

MARCH 07, 2024

SALGADO-

Has provided Florida with expert services since 1987. Our company works as a unit to ensure our customers and future customers an easy going and stress-free environment. Regarding Tree care, forestry mulching, and land clearing, our company has a range of machines and bucket trucks across the state of Florida working on powerline, state, and highway contracts. Our current government projects, include the Florida Department of Agriculture and Consumer Services (FDACS), is a 6-year contract in the Florida panhandle mulching and land clearing 100-300 acres per year for prevention of wildfire.

Other contracts include: (2021) City of Boynton beach- federal highway from gateway-gulfstream median ROW crown reduction of all hardwoods and palm trimming; (2021 & 2022) contracts with The City of Cape Coral-removal of Australian pines trees near canals, near power lines, and over homes; (2023) Canal clearing and Australian pine tree removal for South Indian River Water District.

In commercial trimming our company tackles on many projects with certain obstacles related to in person traffic at Campuses and or car related traffic at services plazas. Some of our current trimming service contracts include Florida Nature and Cultural Center- a 250-acre campuses trimming over 1500 palms and hardwoods; Wellington Mall in Wellington Florida- trimming over 1200 per year, trimming of hardwoods, and grapple service; Our company also services a range of luxury apartments and HOA's in south Florida.

As per the RFP, we have read and understood the requirements regarding the jobsite details. We currently have two certified arborists working for Salgado. Phillip and Todd. Our workers have a minimum of 10 years of experience in tree removals and trimming and undergo in house training and equipment inspections on a weekly basis.

In this document we have included some basic safety measure our company follows. We are thankful for the opportunity and we look forward in working with the Village of North Palm Beach. Thank you.

Best Regards. Rodney Christopher – Manager

rchristopher@salgadotree.com

561-808-5898

SAFETY-

Salgado Tree Trimming LLC strive to ensure quality work while simultaneously following all safety measures in order to deliver the best for each and every client. We specialize in Tree Trimming, Pruning, Large pine/ tree removals, planting, forestry mulching and or any land management needs. Our team is highly trained, specializing in arbor care, removals, climbing, and powerline trimming.

Salgado believes in a safe and healthy work environment. Daily verbal orientation is given to all team members assigned to a job before they begin, that consist of following proper ANSI and OSHA regulations. Our team is briefed on safety methods in proper tree pruning and removal on a monthly basis. We also conduct frequent equipment inspections and in field work inspections, giving the client a smooth experience.

WHAT TYPE OF TRAINING DO OUR WORKERS RECEIVE?

Safety is an Attitude!

- Safety must always be the first concern when working in and around trees, as it presents a significant risk for personal injury if safety measures are not followed.

- Salgado's employees shall follow all regulations during tree trimming, removal, or clearing. Wearing head protection that comply with federal impact and penetration requirements. Wearing eye protection is a must for tree trimmers at Salgado, this protects workers from being poked in the eye or sawdust and wood chips from chain saws.

- Salgado provides all employees with eye protection, head protection, working gloves, tree climbing harnesses, saddles, and climbing ropes.

- Tree Trimmers go through a series of training that include
 - Learning the basics of the chain saw, such as sharpening and taking apart of the saw, appropriate cutting of tree limbs, and specific tree cutting positions to avoid injury.
 - Climbing with spikes for removals
 - The use of ropes for the falling of limbs

- The use of ropes and harnesses for when working in the tree
- The operating of aerial and bucket trucks
- Grounds workers are also set with the task to inspect aerial bucket trucks, equipment, and surroundings. Workers shall set up cones and signs to alert pedestrians and on-going traffic of workers that are present. Ground workers are also trained to keep the work environment safe for anyone present: by protecting property surroundings, enforcing safety measure to avoid personal injury, helping and alerting the trimmer of any danger or hazardous conditions whether it be in the tree, aerial and bucket truck, or on the ground.
- Salgado aerial, bucket trucks, and equipment go through a series of personal and Altec inspections.
- Personal inspections of boom and aerial lift are done before and after every job, ensuring the safety for the workers and jobsite property.
- Altec provides the company's bucket trucks with an annual inspection to ensure a safe working environment to avoid injury or death.
- Climbing equipment such as harnesses and ropes are inspected before and after every use. Any equipment for climbing and tree work such as ropes that are not up to standard are immediately discarded.

COMMUNICATION

- Good communication among workers is a must for working safely.
- Each worker is tasked with knowing the whereabouts of each worker and having awareness of what other team members are doing.
- Each job is started with a job briefing, which coordinates the activities of every worker. The briefing is for the tasked assignments to each worker and to make aware of the potential hazards in the jobsite and how to prevent them.

- There shall always be a clear and efficient communication between trimmers and ground workers so that each team member knows when it's safe for a ground worker to enter the work zone including the landing zone or drop zone.

Salgado Tree Trimming LLC ensures a safe work environment to all clients during and after the job has been completed. Our team is trained both in and out of the workplace. Giving the client pure confidence and pleasure when choosing Salgado Tree Trimming LLC for the job.

SOUTH FLORIDA EQUIPMENT LIST-

- 65' GMC ALTEC BUCKET TRUCK
- 75' FREIGHTLINER ALTEC BUCKET TRUCK
- BOBCAT SKIDSTEER
- 2023 FECON 135 VRT FORESTRY MULCHER
- 2022 RAM 3500
- 2024 RAM 3500
- BIX TEX DUMP TRAILER
- VERMEER STUMP GRINDER
- 2000 FORD F350 7.3 DIESEL
- MACK GRAPPLE TRUCK 65 CUBIC YARD
- 2023 45' FLATBED GOOSENECK TRAILER

- *All equipment is inspected daily before and after every use.*
- *All equipment is greased on a daily basis*
- *All bucket trucks are run and operated before any job to avoid any fixture or repairs on the jobsite*

REFERENCES

- 1. 2023 Florida Department of Agriculture- Florida Forest Services (CLEARING)**
 - Email: Joseph.carroll@fdacs.gov
 - Name: Jody Carroll Forest area Supervisor Wakulla County
 - Phone: (850)519-0369
 - Description: 164 acres of clearing, mulching, tree removal- Ongoing clearing and mulching for region 1 (panhandle) for prevention of wildfire.

- 2. 2023 Wellington Mall (TRIMMING)**
 - Name: Charles Sigman Manager
 - Email: csigman@spinosoreg.com
 - Phone: (561) 537-0825
 - Description: Palm trimming, hardwood trimming, and grapple service

- 3. South Indian River Water Control (TREE REMOVAL)**
 - Name: Michael Dillon – Manager of operations
 - Email: dillon@sirwcd.org
 - Phone: (561)747- 0550 office number
 - Description: Tree removal 75ft Palms, Tree trimming, Palm trimming, and Grapple Services- Hauling of Debris

- 4. Florida Nature and Cultural Center (TRIMMING)**
 - Name: Bernard – property manager
 - Email: Bkuehu@sgi-usa.org
 - Phone: (954)448-8838
 - Description: Palm trimming, hardwood trimming, and grapple service

- 5. 2021-2022 Cape Coral Phase 2 Australian Pine Tree Removal- Clearing Lots**
 - Name: Tristan Reiber- Accounts Coordinator
 - Email: treiber@capecoral.gov
 - Phone: (239)574-0749
 - Description: Tree removal and Land clearing- Lot clearing for various city Lots near power lines and Canal Banks. Removal and dispose Debris offsite- Grapple Services

- 6. 2020- present Azola Apartments (TRIMMING & REMOVAL)**
 - Name: Tracie- Property Manager
 - Email: tracij@1stclassre.com
 - Phone: (321) 615-0366
 - Description: Palm tree removals &. Palm trimming

PRICING-

ITEM NO.	DESCRIPTION	HOURLY RATE
1	TREE TRIMMING: RATE PER CREW HOUR	\$ 105.00
2	TREE PRUNING: RATE PER CREW HOUR	\$ 105.00
3	TREE REMOVAL: RATE PER CREW HOUR	\$ 155.00
4	STUMP GRINDING: ALL TYPES	\$ 75.00
5	HAZARDOUS TREE REMOVAL: RATE PER CREW HOUR	\$ 165.00
6	EMERGENCY: RATE PER CREW HOUR	\$ 250.00
ITEM NO.	STUMP AND ROOT REMOVAL AND HOURLY RATE	HOURLY RATE
1	SMALL	\$ 75.00
2	MEDIUM	\$ 75.00
3	LARGE	\$ 75.00
ITEM NO.	DESCRIPTION	HOURLY/UNITS
1	ARBORIST (HOURLY)	\$ 175.00
2	SUPERVISOR (HOURLY)	\$ 55.00
3	WHITEFLY TREATMENT- PER LINEAR FOOT	\$ 25.00
4	MULCH REMOVAL/DISPOSAL- PER CUBIC YAED	\$ 25.00
5	MULCH REPLACEMENT/REPLENISHMENT (PER BAG)	\$ 7.00
6	MULCH REPLACEMENT/REPLENISHMENT (PER CY)	\$ 75.00
7	MULCH REPLACEMENT/REPLENISHMENT (ENVIRO) (PER BAG)	\$ 7.00
8	MULCH REPLACEMENT/REPLENISHMENT (ENVIRO) (PER CY)	\$ 75.00
9	SOD REMOVAL AND DISPOSAL (PER SQFT)	\$ 0.65
10	SOD REPLACEMENT SAINT AUGUSTINE (PER SQFT)	\$ 0.85
11	SOD REPLACEMENT BAHIA (PER SQFT)	\$ 0.55
12	TREE INVENTORY (HOURLY)	n/a
ITEM NO.	DESCRIPTION	HOURLY RATE
1	CHIPPER	\$ 21.00
2	CHAINSAW	\$ 3.00
3	DUMP TRUCK	\$ 55.00
5	MOT	\$ 125.00
7	AERIAL LIFT WITH OPERATOR	\$ 75.00
10	FRONT END LOADER WITH OPERATOR	\$ 125.00
11	SKID STEER WITH OPERATOR	\$ 90.00
12	CRANE WITH OPERATOR	\$ 387.00

UNIT NO.	Description	UNIT OF MEASURE	UNIT COST
1	SHRUBS	1 GALLON	VARIES ON SPECIMEN
2	SHRUBS	3 GALLON	VARIES ON SPECIMEN
3	SHRUBS	7 GALLON	VARIES ON SPECIMEN
4	SHRUBS	15 GALLON	VARIES ON SPECIMEN
5	SHRUBS	45 GALLON	VARIES ON SPECIMEN
6	SHRUBS	65 GALLON	VARIES ON SPECIMEN
7	SHRUBS	100 GALLON	VARIES ON SPECIMEN
1	PLANTS	1 GALLON	VARIES ON SPECIMEN
2	PLANTS	3 GALLON	VARIES ON SPECIMEN
3	PLANTS	7 GALLON	VARIES ON SPECIMEN
4	PLANTS	15 GALLON	VARIES ON SPECIMEN
5	PLANTS	45 GALLON	VARIES ON SPECIMEN
6	PLANTS	65 GALLON	VARIES ON SPECIMEN
7	PLANTS	100 GALLON	VARIES ON SPECIMEN
1	TREES	1 GALLON	VARIES ON SPECIMEN
2	TREES	3 GALLON	VARIES ON SPECIMEN
3	TREES	7 GALLON	VARIES ON SPECIMEN
4	TREES	15 GALLON	VARIES ON SPECIMEN
5	TREES	45 GALLON	VARIES ON SPECIMEN
6	TREES	65 GALLON	VARIES ON SPECIMEN
7	TREES	100 GALLON	VARIES ON SPECIMEN

*PLANTS-TREES-SHRUBS- PRICE CANNOT BE GIVEN VARIES ON SPECIMEN

*GALLON OF PLANTS AND SHRUBS- RANGE

<u>TRIMMING AND PRUNING</u>	
PRICE BREAKDOWN- 2-MAN 1- BUCKET	
<u>LABOR RATES</u>	<u>HOURLY RATE</u>
GENERAL FOREMAN/SUPERVISOR	\$ 55.00
FOREMAN/TRIMMER	\$ 45.00
GROUNDMAN	\$ 35.00
<u>EQUIPMENT RATES</u>	
PICKUP TRUCK	\$ 25.00
65' BUCKET TRUCK	\$ 25.00
75' BUCKET TRUCK	\$ 35.00
CHIPPER	\$ 21.00
CHAINSAW	\$ 3.00
POLE SAW	\$ 5.00
<u>PRICE BREAKDOWN- 2-MAN 65' BUCKET</u>	<u>\$ 105.00</u>
PRICE BREAKDOWN- 2-MAN 75' BUCKET	\$ 115.00
<u>TREE REMOVAL</u>	
PRICE BREAKDOWN- 2-MAN 1- BUCKET	
<u>LABOR RATES</u>	<u>HOURLY RATE</u>
GENERAL FOREMAN/SUPERVISOR	\$ 55.00
FOREMAN/TRIMMER	\$ 65.00
GROUNDMAN	\$ 45.00
<u>EQUIPMENT RATES</u>	
PICKUP TRUCK	\$ 25.00
65' BUCKET TRUCK	\$ 45.00
75' BUCKET TRUCK	\$ 55.00
CHIPPER	\$ 21.00
CHAINSAW	\$ 3.00
POLE SAW	\$ 5.00
<u>PRICE BREAKDOWN- 2-MAN 65' BUCKET</u>	<u>\$ 155.00</u>
PRICE BREAKDOWN- 2-MAN 75' BUCKET	\$ 165.00



The International Society of Arboriculture

Hereby Announces That

Todd R. Rich

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

11 June 2006

Issue Date

30 June 2024

Expiration Date

FL-5423A

Certification Number



Tree Trimming , Management, and Maintenance Services RFP

RFP-2024-01-Tree Trimming/ZMS-0-2024/ZS

2 B S

Scoring	Step One (Initial Evaluation) Scoring	#1	#2	#3	Total	Rank
Cayco		63	63	61	187	3
Precision		69	77	72	218	1
Salgado		66	55	66	187	2
Sherlock		58	52	53	163	4
The Green Shape		39	39	32	110	5

Handwritten signatures:
 2/1/24
 [Signature]
 [Signature]

Tie breaker between Cayco / Salgado
 * Team chooses local preference for tie breaker

Selecting Precision & Salgado to offer contracts

VILLAGE OF NORTH PALM BEACH RFP –
 TREE TRIMMING SERVICES

Cayco

PRESENTATION EVALUATION CRITERIA

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) ✓ • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	28
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) ✓ • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	10
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) ✓ • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	15
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) ✓ • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	10
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) ✓ 	10	0
TOTAL POINTS	100	63

VILLAGE OF NORTH PALM BEACH RFP –
 TREE TRIMMING SERVICES

Precision

PRESENTATION EVALUATION CRITERIA

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) ✓ • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	19
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) ✓ • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	11
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) ✓ • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	30
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) ✓ • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	7
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) ✓ • Does Not Meet Local Preference (0 points) 	10	10
TOTAL POINTS	100	77

VILLAGE OF NORTH PALM BEACH RFP –
 TREE TRIMMING SERVICES

Salgado Tree

PRESENTATION EVALUATION CRITERIA

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) ✓ 	35	10
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) ✓ 	15	7
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) ✓ 	30	23
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) ✓ 	10	5
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) ✓ 	10	10
TOTAL POINTS	100	55

VILLAGE OF NORTH PALM BEACH RFP –

Sherlock

TREE TRIMMING SERVICES

PRESENTATION EVALUATION CRITERIA

Criteria	Total Points Possible	Points Awarded
<p>Firm Qualifications</p> <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) ✓ • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	20
<p>Equipment</p> <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) ✓ • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	9
<p>Price Proposal</p> <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) ✓ • Non-Competitive Pricing (0-4 points) 	30	13
<p>References</p> <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) ✓ • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	10
<p>Local Preference</p> <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) ✓ 	10	0
<p>TOTAL POINTS</p>	100	52

VILLAGE OF NORTH PALM BEACH RFP –
 TREE TRIMMING SERVICES

The Green Shape

PRESENTATION EVALUATION CRITERIA



Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) ✓ • Below Expectations (1-9 points) ✓ • Unsatisfactory (0 points) 	35	15
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) ✓ 	15	0
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) ✓ • Non-Competitive Pricing (0-4 points) 	30	14
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) ✓ 	10	0
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) WPR • Does Not Meet Local Preference (0 points) 	10	10
TOTAL POINTS	100	39

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name PRECISION LANDSCAPE

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	19
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	8
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	30
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	5
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	10
TOTAL POINTS	100	72

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name SALGADO TREE TRIMMING

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	18
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	8
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	22
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	8
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	10
TOTAL POINTS	100	66

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name CAYCO

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	28
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	10
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	15
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	8
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	0
TOTAL POINTS	100	61

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name SHERLOCK TREE COMPANY

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	19
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	13
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	13
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	8
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	0
TOTAL POINTS	100	53

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name THE GREEN SHAPE

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	10
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	0
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	12
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	0
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	10
TOTAL POINTS	100	32

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name Cayco

Criteria	Total Points Possible	Points Awarded
<p>Firm Qualifications</p> <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	28
<p>Equipment</p> <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	10
<p>Price Proposal</p> <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	15
<p>References</p> <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	10
<p>Local Preference</p> <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	0
<p>TOTAL POINTS</p>	100	63

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name Precision Landscape

Criteria	Total Points Possible	Points Awarded
<p>Firm Qualifications</p> <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	15
<p>Equipment</p> <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	7
<p>Price Proposal</p> <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	30
<p>References</p> <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	7
<p>Local Preference</p> <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	10
<p>TOTAL POINTS</p>	100	69

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name SALgado

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	19
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	8
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	25
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	4
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	10
TOTAL POINTS	100	66

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name Sherlock tree

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	20
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	15
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	13
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	10
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	0
TOTAL POINTS	100	58

VILLAGE OF NORTH PALM BEACH

RFP – TREE TRIMMING SERVICES

EVALUATION CRITERIA

Bidder Name The Green shape

Criteria	Total Points Possible	Points Awarded
Firm Qualifications <ul style="list-style-type: none"> • Exceptional Qualifications (28-35 points) • Good Qualifications (20-27 points) • Adequate Qualifications (10-19 points) • Below Expectations (1-9 points) • Unsatisfactory (0 points) 	35	15
Equipment <ul style="list-style-type: none"> • Exceptional Equipment (12-15 points) • Good Equipment (8-11 points) • Adequate Equipment (4-7 points) • Below Expectations (1-3 points) • Unsatisfactory (0 points) 	15	0
Price Proposal <ul style="list-style-type: none"> • Most Competitive Pricing (30 points) • Highly Competitive Pricing (22-29 points) • Competitive Pricing (15-21 points) • Less Competitive Pricing (5-14 points) • Non-Competitive Pricing (0-4 points) 	30	14
References <ul style="list-style-type: none"> • Exceptional References (8-10 points) • Good References (5-7 points) • Adequate References (3-4 points) • Below Expectations (1-2 points) • Unsatisfactory (0 points) 	10	0
Local Preference <ul style="list-style-type: none"> • Meets Local Preference (10 points) • Does Not Meet Local Preference (0 points) 	10	10
TOTAL POINTS	100	39

Firm Qualifications

1. Exceptional Qualifications (28-35 points)

- Comprehensive description of the firm, emphasizing extensive experience and expertise in tree trimming, management, and maintenance.
- Clearly identified contact person and supervisory personnel with detailed, relevant resumes or qualifications.
- Demonstrates over three years of regular involvement in tree trimming work in Palm Beach County with six relevant projects/contracts and three current business references.
- Staff includes a certified Arborist from the ISA who supervises crews at all times.
- Clearly identifies key personnel and major areas of subcontract work.
- Provides a well-articulated narrative addressing the Scope of Work and showing a deep understanding of Village of North Palm Beach needs and requirements.
- Detailed approach to completing tasks with a realistic implementation schedule, clear project milestones, and an ability to begin work with minimum notice.
- Includes innovative procedural or technical enhancements to the Scope of Services.

2. Good Qualifications (20-27 points)

- Adequate firm description with relevant experience in tree trimming and management.
- Contact and supervisory personnel identified with good resumes or qualifications.
- At least three years of experience in the local area with a sufficient number of projects/contracts and business references.
- Includes a certified Arborist from the ISA.
- Identifies key personnel and subcontract work adequately.
- Narrative shows understanding of the Scope of Work and Village needs.
- Reasonable approach to task completion with a clear schedule and milestones.
- Some innovative ideas proposed for the Scope of Services.

3. Adequate Qualifications (10-19 points)

- Basic firm description with some relevant experience.
- Contact and supervisory personnel listed with acceptable resumes or qualifications.
- Meets the minimum experience requirement in Palm Beach County.
- Includes a certified Arborist from the ISA.
- Key personnel and subcontract work are identified but lack detail.
- Narrative addresses the Scope of Work and Village needs but lacks depth.
- General approach to tasks with an implementation schedule and some milestones.
- Limited innovation in proposed enhancements to the Scope of Services.

4. Below Expectations (1-9 points)

- Limited firm description with minimal relevance to tree trimming and management.
- Inadequate details on contact and supervisory personnel.
- Barely meets the minimum experience requirement with few references.
- Arborist certification requirement is met, but supervision details are vague.
- Key personnel and subcontract work are poorly identified.
- Narrative and understanding of the Scope of Work are superficial.
- Vague approach to tasks with an unclear schedule and few milestones.
- Little to no innovation in enhancements to the Scope of Services.

5. Unsatisfactory (0 points)

- Fails to provide a coherent firm description relevant to tree trimming and management.

- Lacks clear identification of contact and supervisory personnel.
- Does not meet the experience requirement or fails to provide necessary references.
- Does not include a certified Arborist from the ISA or fails to ensure proper supervision.
- Key personnel and subcontract work are not identified.
- Narrative does not adequately address the Scope of Work or Village needs.
- No clear approach to task completion or schedule.
- No innovations or enhancements proposed to the Scope of Services.

Equipment

1. Exceptional Equipment (12-15 points)	<ul style="list-style-type: none">• Provides a comprehensive list of all tools, equipment, and labor necessary for the work, exceeding basic requirements.• The equipment roster includes detailed information on the manufacturer, model, capacity, and age, showing a range of high-quality, well-maintained, and suitable equipment.• The fleet list is extensive and demonstrates a strong capability to handle the project's demands effectively.
2. Good Equipment (8-11 points)	<ul style="list-style-type: none">• Offers a complete list of tools, equipment, and labor needed for the work.• Equipment roster contains adequate details (manufacturer, model, capacity, and age) and includes equipment that is generally suitable for the required work.• Provides a list of fleets that adequately covers the project's needs.
3. Adequate Equipment (4-7 points)	<ul style="list-style-type: none">• Lists all necessary tools and equipment, but the details or range may be minimal.• Equipment roster includes basic information but may lack comprehensive details or show signs of aging or limited capacity.• Fleet list is provided but may not fully assure the capability to manage all aspects of the project efficiently.
4. Below Expectations (1-3 points)	<ul style="list-style-type: none">• Provides a list of tools and equipment, but it lacks significant details or appears inadequate for the scope of work.• Equipment roster is incomplete, with insufficient details on the manufacturer, model, capacity, or age, raising concerns about suitability.• Fleet list is limited, raising doubts about the ability to handle the project effectively.
5. Unsatisfactory (0 points)	<ul style="list-style-type: none">• Fails to provide a list of the necessary tools, equipment, and labor.• Equipment roster is either missing or lacks critical information, making it impossible to assess suitability.• No fleet list provided, or the list is so inadequate that it questions the contractor's capability to undertake the project.

Price Proposal

1. Most Competitive Pricing (30 points)	<ul style="list-style-type: none">Proposals with the lowest price receive the full 30 points.These prices are significantly more cost-effective compared to others while appearing realistic and sustainable.
2. Highly Competitive Pricing (22-29 points)	<ul style="list-style-type: none">Prices slightly higher than the most competitive proposals but still among the lower price ranges.Offers good value for money and considered highly competitive.
3. Competitive Pricing (15-21 points)	<ul style="list-style-type: none">Prices are moderate, neither the lowest nor the highest.Represents a fair market rate and reasonable value.
4. Less Competitive Pricing (5-14 points)	<ul style="list-style-type: none">Prices are higher than the majority of proposals.May be justified by additional services, higher quality, or other unique value propositions.
5. Non-Competitive Pricing (0-4 points)	<ul style="list-style-type: none">Proposals with the highest prices.Significantly higher than most other proposals without clear justification of the added cost.

References

1. Exceptional References (8-10 points)

- Provides a list of at least three highly relevant entities, preferably governmental, located in Florida, with detailed information.
- Each reference includes a contact person's name, address, telephone number, a comprehensive description of services provided, and cost details.
- The references clearly demonstrate a strong track record in similar tree trimming, management, and maintenance services within the last two years.

2. Good References (5-7 points)

- Offers a list of three entities, meeting the preference for governmental and Florida-based entities, with complete information.
- Each reference comes with contact details, and a good description of the services provided and cost.
- The references reflect a solid history of similar service provision within the last two years.

3. Adequate References (3-4 points)

- Provides at least three references, though they may not fully align with the preference for governmental entities in Florida.
- Includes most of the required details (contact information, service description, cost) but may lack some depth.
- Demonstrates adequate experience in similar services, but the relevance or quality of references is somewhat limited.

4. Below Expectations (1-2 points)

- Lists fewer than three references or the references provided are only marginally relevant.
- Missing significant details like contact information, comprehensive service descriptions, or cost.
- The provided references offer limited evidence of the proposer's experience and capability in similar work.

5. Unsatisfactory (0 points)

- Fails to provide any references, or the references provided are completely irrelevant or lack critical information.
- Does not demonstrate any relevant experience in tree trimming, management, and maintenance services within the required timeframe.

Local Preference

Meets Local Preference (10 points)

- The bidder has a fixed office or distribution point with a physical street address located within Palm Beach County. This is verified and earns the full 10 points.

Does Not Meet Local Preference (0 points)

- The bidder does not have a fixed office or distribution point with a physical street address within Palm Beach County. This results in 0 points being awarded.



March 6, 2024

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408-4906

Re: Cover Letter

To Whom It May Concern:

CAYCO is a full-service landscape and pest control company servicing mainly Palm Beach, Broward and Miami-Dade counties. Our company was established in 2004 and has its headquarters in Oakland Park, FL. Our services include: lawn maintenance, landscaping design and installation, irrigation, tree trimming, fertilization and pest control.

CAYCO is licensed in the State of Florida and qualified to provide all services requested under this RFP.

If selected by the Village of North Palm Beach, CAYCO understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States.

CAYCO is able and will provide the required insurance as stated herein if selected by the Village Council.

Do not hesitate to reach out should you have further questions.

Sincerely,



Daniel Gonzalez
President

RFP EXHIBIT "C"
PROPOSAL FORM

Name of Proposer: Blue Marlin Investments, Inc. dba CA9CO

SECTION I: TREE TRIMMING and HOURLY RATES

ITEM NO.	DESCRIPTION	HOURLY RATE
1.	Routine & Scheduled TREE TRIMMING of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 240.00
2.	Routine & Scheduled TREE PRUNING of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 240.00
3.	Routine & Scheduled TREE REMOVAL of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 240.00
4.	Routine & Scheduled STUMP GRINDING of ALL TYPES OF STUMPS (any size); rate per CREW HOUR	\$ 180.00
5.	Hazardous Condition Tree Removal Rate; rate per CREW HOUR	\$ 240.00
6.	EMERGENCY Response Rate for Tree Trimming (any height) OR Tree Removal; two (2) hour response time in accordance with Scope of Work; rate per CREW HOUR	\$ 240.00

SECTION II: STUMP AND ROOT REMOVAL and HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Stump and Root Removal	Small	\$ 150
2.	Stump and Root Removal	Medium	\$ 200
3.	Stump and Root Removal	Large	\$ 250

SECTION II: TREE DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Trees	1 gallons	\$ 15.00
2.	Trees	3 gallons	\$ 35.00
3.	Trees	7 gallons	\$ 60.00
4.	Trees	15 gallons	\$ 195.00
5.	Trees	45 gallons	\$ 650.00
6.	Trees	65 gallons	\$ 950.00
7.	Trees	100 gallons	\$ 1,600.00

SECTION IV: PLANT DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Plants	1 gallons	\$ 10.00
2.	Plants	3 gallons	\$ 15.00
3.	Plants	7 gallons	\$ 50.00
4.	Plants	15 gallons	\$ 95.00
5.	Plants	45 gallons	\$ 595.00
6.	Plants	65 gallons	\$ 795.00
7.	Plants	100 gallons	\$ 1,600.00

SECTION V: SHRUB DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Shrubs	1 gallons	\$ 10.00
2.	Shrubs	3 gallons	\$ 15.00
3.	Shrubs	7 gallons	\$ 50.00
4.	Shrubs	15 gallons	\$ 95.00
5.	Shrubs	45 gallons	\$ 595.00
6.	Shrubs	65 gallons	\$ 795.00
7.	Shrubs	100 gallons	\$ 1,600.00

SECTION VI: ADDITIONAL SERVICES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Arborist	Hourly Rate	\$ 120.00
2.	Supervisor	Hourly Rate	\$ 80.00
3.	Whitefly Treatment	Per Linear Foot	\$ 2.00
5.	Mulch Removal & Disposal	Per Cubic Yard	\$ 180.00
6.	Mulch Replacement/Replenishment ADA Playground Mulch	Per Bag	\$ 15.00 (wood chip)
7.	Mulch Replacement/Replenishment ADA Playground Mulch	Per Cubic Yard	\$ 150.00 (wood chip)
8.	Mulch Replacement/Replenishment Mulch (Environmentally Friendly)	Per Bag	\$ 12.00

SECTION VI: ADDITIONAL SERVICES CONTINUED

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
9.	Mulch Replacement/Replenishment Mulch (Environmentally Friendly)	Per Cubic Yard	\$ 95.00
10.	Sod Removal & Disposal	Per Square Foot	\$ 1.00
11.	Sod Replacement Saint Augustine (Any, All Types)	Per Square Foot	\$ 1.25
12.	Sod Replacement Bahia (Any, All Types)	Per Square Foot	\$ 1.25
13.	Tree Inventory	Hourly Rate	\$ 120.00

SECTION VII: EQUIPMENT LIST and HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Chipper	Hourly Rate	\$ 120.00
2.	Chainsaw	Hourly Rate	\$ 60.00
3.	Dump Truck	Hourly Rate	\$ 120.00
5.	MOT	Hourly Rate	\$ 120.00
7.	Aerial Lift (any type) with Operator	Hourly Rate	\$ 160.00
10.	Front End Loader with Operator	Hourly Rate	\$ 120.00
11.	Skid Steer Loader with Operator	Hourly Rate	\$ 120.00
12.	Crane with Operator	Hourly Rate	\$ 240.00

END OF SECTION



Firm Qualifications, Equipment and References

*The Village of North Palm Beach
Tree Trimming, Management, and Maintenance
Services*

March 6, 2024

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Our Services



Maintenance



Design & Installation



Irrigation & Rust Control



Tree Care & Trimming



Pest Control & Fertilization

Company Overview

- Year Established: 2004
- Employees: 105
- Headquarters: Oakland Park
- Service Area: Palm Beach, Broward and Miami-Dade Counties

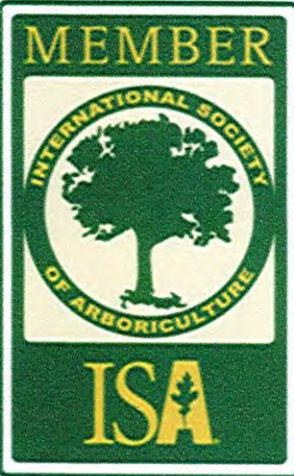


Our Credentials

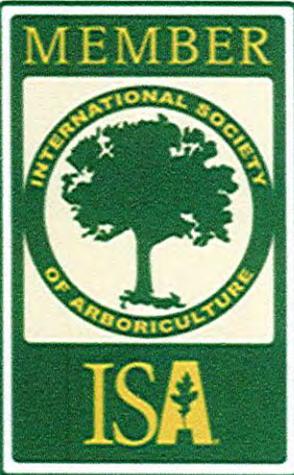
- ISA Certified Arborist
- FNGLA Certified Horticulture Professional
- Commercial Landscape Maintenance Holder
- Certified Pest Control Operator Lawn & Ornamental
- Certified Pest Control Operator General Household Pest and Rodent Control
- Certified Pest Control Operator Termite & other WDO Organisms
- Certified Pest Control Operator Fumigation
- Certified Irrigation Contractor
- Green Industries Best Management Practices
- Certificate of Competency for Tree Trimming
- Certificate of Advanced Tree Trimming
- Florida Green Industries for Limited Fertilization Application
- Member Landscape Maintenance Association
- Member International Society of Arboriculture
- Member FNGLA
- Member SEFAA



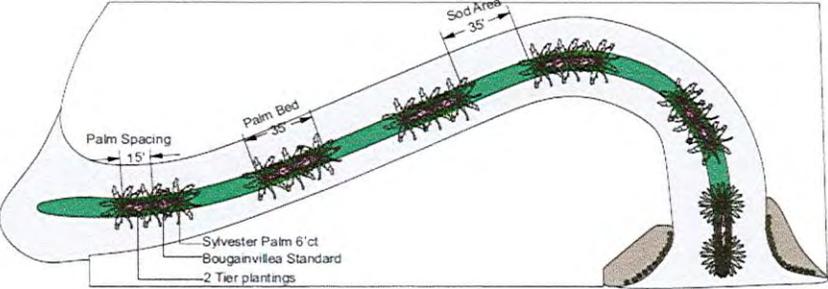
Our Work – Tree Services



Our Work – Tree Services



Our Work – Design & Installation



Our Work – Irrigation





Firm Qualifications, Equipment and References

*The Village of North Palm Beach
Tree Trimming, Management, and Maintenance
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Maintenance



Design & Installation



Irrigation & Rust Control



Tree Care & Trimming



Pest Control & Fertilization

Our Work – Fertilization & Pest Control





Our Work – Pest Control GHP

- Lawn & Ornamental
- General Household Pest and Rodent Control
- Termite & other WDO Organisms
- Fumigation



Our Work – Fertilization & Pest Control





Our Work – Pest Control GHP

- Lawn & Ornamental
- General Household Pest and Rodent Control
- Termite & other WDO Organisms
- Fumigation



CAYCO's Mission, Vision and Values

OUR MISSION

Is enduring. It declares our purpose as a company and serves as the standard against which we weigh our actions and decisions.

- Provide quality services
- Remain responsive to change
- Work efficiently
- Focus on needs of our clients

OUR VISION

Our vision guides every aspect of our business by describing what we need to accomplish in order to continue achieving sustainable, quality growth.

- A great place to work where people are inspired to be the best they can be
- Reward our people for taking risks and finding better ways
- Bring to the market place a portfolio of services that it desires and needs
- Be a responsible company that makes a difference by helping build and support communities
- Maximize long-term profits while being mindful of our overall responsibilities to our clients
- Be a highly effective, lean and fast – moving organization

OUR VALUES

Our values describe how we behave in the world.

- Honesty
- Knowledge
- Working Hard
- Diversity
- Helpfulness
- Preserving the Environment
- Quality



Why CAYCO?

- Proactive approach to quality and customer service
 - Quality reports
 - 24/7 customer service
 - Fast response times and attention to detail
- Knowledge and experience
 - Specialized in commercial and government landscape and tree services
 - Licensed professionals
- Large and established company
 - One-stop shop for landscaping
 - Trustworthy, professional and reliable



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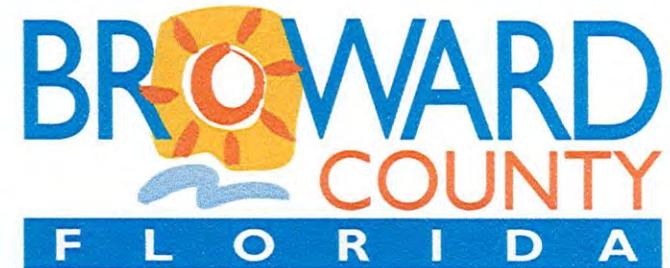
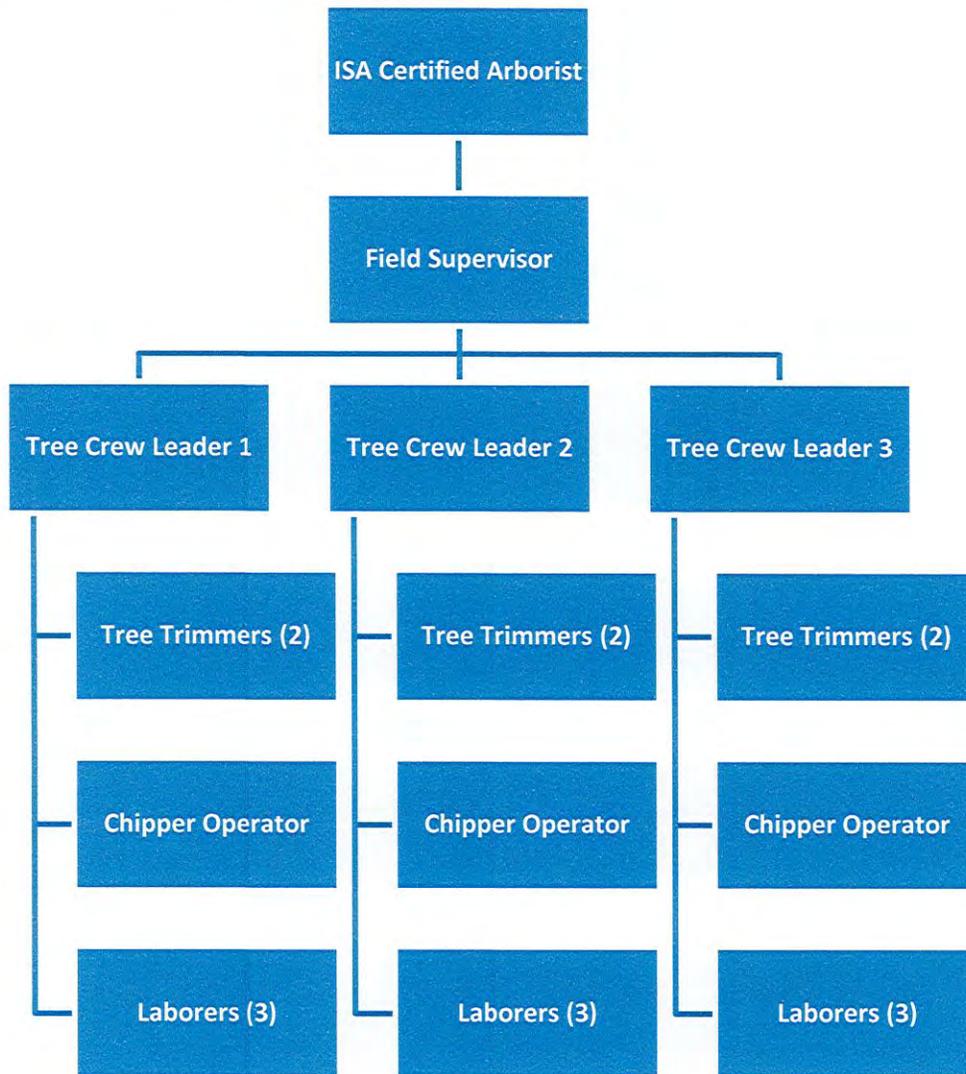
- CAYCO Company Overview
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Proposed Project Plan

- An ISA Certified Arborist and Field Supervisor will be assigned to this contract
- An evaluation of each site will be performed by our ISA Certified Arborist and Field Supervisor before work begins
- Before each service, a job briefing will take place with the following objectives:
 - Communicate what needs to be done
 - Assign roles and responsibilities of each task
 - Understand potential hazards and define how to prevent/minimize them
 - Ensure team has the appropriate PPE to perform job safely
- Field Supervisor will provide status report with respective photos on work being done
- Field supervisor will schedule regular meetings with the Village of North Palm Beach Project Manager to discuss progress, services and recommendations



Proposed Organizational Structure



Safety Is Our 1st Priority!

- CAYCO's ISA Certified Arborist and Field Supervisor will be on site to ensure ANSI A300 and safety procedures are followed
- All workers will have the proper PPE equipment (protective head gear, hearing protection, protective glasses and face shield, gloves, leg chaps and heavy work boots)
- CAYCO strictly enforces OSHA regulations and ANSI Z133 standards
- A job briefing will take place before each job begins to summarize what will be done, who will be doing each task, potential hazards and how to prevent or minimize them
- There will be a clear and efficient communication between climbers and ground team and the 'voice command and response system' will be used to ensure warning signals are heard, acknowledged and acted on
- Safety equipment is required and worn at all times
- Vehicles are equipped with proper safety features

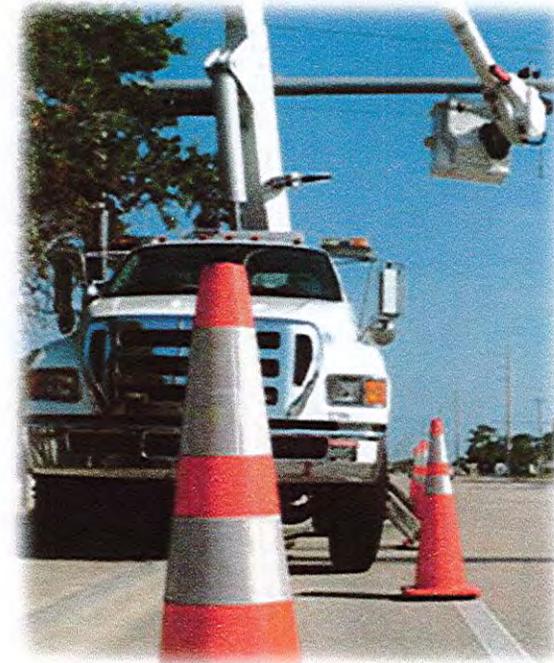


MEMBER NATIONAL
ARBORIST
ASSOCIATION

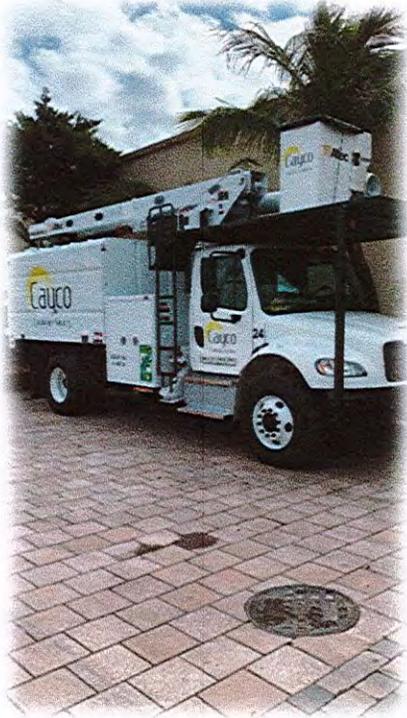


Traffic Maintenance

- A basic MOT plan will be established for each project
- When required, our staff certified MOT specialists will prepare a plan suited for the project. Specifically when there is a need for lane closures or other complex MOT working conditions
- All service vehicles are equipped with the following basic equipment:
 - Traffic cones
 - Men working signs
 - Reflective triangle
 - Beacon light
 - Reflective safety shirts



CAYCO ONLY uses the best equipment!



Equipment Inventory

Description/Type	Make / Model	Quantity
Augers / Back Pack Blowers		
	Shindawai EB802RT	90
	Stihl Auger	6
Edgers		
	Shindawai LE242	77
Hedge Trimmers		
	Shindaiwa HT-235	75
Chain Saws		
	Stihl 201 T C-M	32
	Stihl MS 362 C-M	25
	Stihl MS 462 C-M	20
	Stihl MS 661 C-M Magnum	14
	Stihl MS 881 Magnum	10
Pole Pruner		
	Stihl HT 250	22
Weed Wackers		
	Shindaiwa T282	85
Long Trimmers		
	Shindaiwa FH235	57
Fertilizer Spreader		
	Agri-Fab 45-0463	23
Push Blowers		
	Billy Goat	25
Lawn Mowers		
	Hustler X1 54"	15
	Hustler Super Z	37
	Hustler Super S 52"	8
	eXMark Lazer Z.X Series 60"	12
	eXMark 3S Series	13

Description/Type	Make / Model	Quantity
Boom		
	JLG 340AJ	5
Chipper		
	Vermeer 1000XL	8
	Vermeer 1800XL	4
Trailers		
	20' Open Trailers	8
	Hvy Equip Trailer	12
	Suncoast 18'	8
	Pace 18'	21
Truck		
	Chevy Silverado	12
	Toyota Tundra	2
	Chevy Colorado	2
	Freightliner M2 106 (Bucket and Chipper Truck)	9
	Isuzu NPR	37
	Nissan NV Cargo	5
	Chevrolet Cargo Van	2
	Freighliner 2000gal Water Truck	1
Others		
	Kubota Wheel Loader	1
	Kubota Skid Steer	3
	Vermeer Stump Grinders	8
	Ladders	55
	John Deere Gator	15
	Air Compressors	7
	Tree Pole Saws	38
	Gas Shovel	9
	Tree Trimming Equipment	Various
	Spray Fertilizing Rig	5
	1/2 Ton Jacks	35
	Pressure Washer	5

CAYCO's Quality Control Methodology

CAYCO's Quality Control Plan (QCP) for tree services is crucial to ensure that work is performed safely, efficiently, and to the highest standards. Our methodology is as follows:

Work Site Assessment

- Assess work site for potential hazards, including proximity to structures, power lines, and other trees.
- Detail the process for identifying and mitigating risks.

Tree Assessment and Selection

- Specify criteria for selecting trees for removal, trimming, or other services.
- Assess tree health, stability, and species-specific considerations.

Training and Certification

- All personnel will be trained in tree services.
- Certifications and qualifications will vary depending on roles and responsibilities (e.g., tree climbers, arborists).

Regulatory Compliance

- Ensure compliance with relevant local, state, and federal regulations governing tree services (e.g. Village of North Palm Beach, Palm Beach County)

Safety Procedures

- Implement safety protocols for tree removal, trimming, and maintenance activities.
- Address proper use of personal protective equipment (PPE) and emergency response procedures.



CAYCO's Quality Control Methodology (cont.)

Equipment Inspection and Maintenance

- Regular inspection and maintenance of all equipment and tools used in tree services.

Quality Audits and Inspections

- ISA Certified Arborist and Field Supervisor will conduct audits to ensure compliance with the Quality Control Plan and high quality services.
- Audits will be communicated to the Village of North Palm Beach Project Manager on a daily and/or weekly basis.
- Corrective actions (if applicable) will be identified and implemented.

Environmental Considerations

- Ensure tree services is aligned with CAYCO's commitment to environmental preservation and compliance with conservation regulations.

Documentation and Reporting

- Perform record-keeping process for each job, including work orders, site assessments, safety checks, and completion reports.

Communication

- CAYCO will maintain an open and transparent communication **AT ALL TIMES** with the Village of North Palm Beach, including initial consultations, progress updates, and final inspections.



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Our Management Team

Daniel Gonzalez – Owner and President

Daniel is a certified Arborist from the International Society of Arboriculture – ISA, a certified Horticulture Professional from the Florida Nursery, Growers and Landscape Association (FNGLA) and a Certified Pest Control Operator for Lawn & Ornamental and General Household Pest and Rodent Control. He also holds licenses for Green Industries Best Management Practices, Limited Fertilization, Limited Commercial Landscape Maintenance and Advanced Tree Trimming. He has 15+ years of experience in marketing and sales leading iconic brands such as Budweiser, Hershey's and Tiffany & Co. He holds an MBA from The Darden School of Business at the University of Virginia and currently manages marketing, sales, operations and HR.



Alex Rotundo – Chief Financial Officer

Alex has 15+ years of experience in the financial services industry and as an entrepreneur. He currently manages the financial and administrative functions of the company.



Samuel Gonzalez – Tree Services Lead (Assigned to Village of North Palm Beach)

Samuel has 15+ years of experience in tree services with several national tree firms. His experience includes tree pruning, removals, cabling and bracing, storm damage and fertilization and soil care. He is also a certified advanced tree trimmer by Broward County.



Gerson Henriquez – Director of Operations (Assigned to Village of North Palm Beach)

Gerson has 30+ years of landscape experience with several national landscape firms and 15+ years in management. He has strong expertise in all critical aspects of the business, including operations, HR and sales.



Our Management Team

Marco Metzger – Vice President Pest Control

Marco is a certified Pest Control Operator for lawn & ornamental (L&O), General Household Pests (GHP), Termites and Fumigation. He has 15+ years of experience and is a key member of Cayco's management team.



Francisco Mendes – Maintenance & Installation Lead

Francisco is our landscape maintenance and installation lead and has 15+ years of experience in all aspects of landscaping. He has been with Cayco Landscaping for 10+ years.



Wilmar Segovia – Irrigation Lead

Wilmar has 20+ years of experience in irrigation and is a certified irrigation contractor. His experience includes both commercial and residential customers in the areas of irrigation maintenance and installations.



Our Clients



Government Clients



Tree Services, Installations, Maintenance, Irrigation, Pest Control



Tree Services



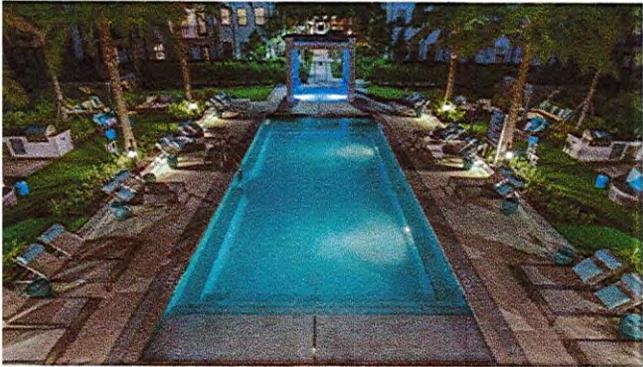
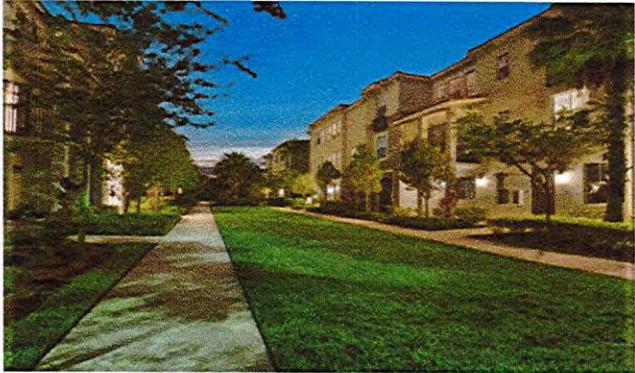
Installations, Maintenance



Installations



Our Clients



CAYCO References

City of Boynton Beach Parks & Facilities

- Address: 100 E Ocean Ave, Boynton Beach FL 33435
- Name: Maurice Permenter
- Title: Parks Superintendent
- Phone Number: 561-742-6206
- Email address: permenterm@bbfl.us
- Project Term: 2018-Present
- Types of Work: Landscape maintenance, installation, fertilization, pest control, tree trimming, irrigation

Boynton Beach Utilities

- Address: 124 E. Woolbright Rd. Boynton Beach FL 33435
- Name: Howard Kerr
- Title: Facilities Management Supervisor
- Phone Number: 561-742-6497
- Email address: kerrh@bbfl.us
- Project Term: 2018-Present
- Types of Work: Landscape maintenance, installation, fertilization, pest control, tree trimming, irrigation



CAYCO References

City of Pembroke Pines

- Address: Recreation and Cultural Arts. 601 City Center Way, Pembroke Pines, FL 33025
- Name: Glen Reid
- Title: Supervisor of Parks, Operation Division
- Phone Number: 305-409-2594
- Email address: greid@ppines.com
- Project Term: 2020-2022
- Types of Work: Tree trimming, installation



City of Oakland Park

- Address: 1101 NE 40th Court, Oakland Park, FL 33334
- Name: Chris Lips
- Title: Assistant Public Works Director
- Phone Number: 954-630-4441
- Email address: chrisl@oaklandparkfl.org
- Project Term: 2023-Present
- Types of Work: Installation



CAYCO References

Amazon Mega Warehouse

- Owner/Entity Name: Amazon
- Address: 14000 NW 37th Ave, Opa Locka FL 33054
- Name: Alexander Sucasaca
- Title: Procurement Operations
- Phone Number: 786-678-2389
- Email address: alejosu@amazon.com
- Project Term: 2018-Present
- Types of Work: Landscape maintenance, installation, fertilization, tree trimming, irrigation

Morguard

- **Boynton Town Center Mall / Lantana Shopping Center / Westward Shopping Center**
- Owner/Entity Name: Morguard Management
- Address: 1000 N Congress Blvd, Boynton Beach, FL 33426
- Name: Robinson Naveo
- Title: Property Manager
- Phone Number: 561-214-5240
- Email address: rnaveo@morguard.com
- Project Term: 2021-Present
- Types of Work: Landscape maintenance, installation, fertilization, pest control, tree trimming, irrigation



CAYCO References

Jacaranda Village

- Owner/Entity Name: The Scully Company
- Address: 461 NW 87th Road, Plantation, FL 33324
- Name: Jill Greco
- Title: Regional Manager
- Phone Number: 844-902-0317
- Email address: jgreco@scullycompany.com
- Project Term: 2014-Present
- Types of Work: Landscape maintenance, installation, fertilization, pest control, tree trimming, irrigation



Banyan Bay

- Owner/Entity Name: ZRS Company
- Address: 4303 W Atlantic Blvd, Coconut Creek, FL 33066
- Name: Vicky Anido
- Title: Property Manager
- Phone Number: 844-216-4781
- Email address: vanido@zrsmanagement.com
- Project Term: 2019-Present
- Types of Work: Landscape maintenance, installation, fertilization, tree trimming, irrigation

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CAYCO Licenses

SUNBIZ



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List blue marlin investments Search

No Events No Name History

Detail by Entity Name
 Florida Profit Corporation
 BLUE MARLIN INVESTMENTS, INC.

Filing Information

Document Number	P16000099080
FE/ EIN Number	30-0962212
Date Filed	12/15/2016
State	FL
Status	ACTIVE

Principal Address
 3700 NW 10th AVE
 OAKLAND PARK, FL 33309

Changed: 05/06/2019

Mailing Address
 PO Box 5652
 Fort Lauderdale, FL 33310

Changed: 02/17/2020

Registered Agent Name & Address
 GONZALEZ, DANIEL
 1014 BLUEWOOD TER
 WESTON, FL 33327

Name Changed: 03/16/2017

Officer/Director Detail

Name & Address

Title President
 GONZALEZ, DANIEL
 1014 BLUEWOOD TER
 WESTON, FL 33327

Title COO
 ROTUNDO, ALEJANDRO
 3051 SW 116th Ave
 Davie, FL 33330

State of Florida
 Department of State

I certify from the records of this office that CAYCO LANDSCAPING is a Fictitious Name registered with the Department of State on February 16, 2018.

The Registration Number of this Fictitious Name is G18000024317.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Eighteenth day of February, 2018

Ken Detjen
 Secretary of State

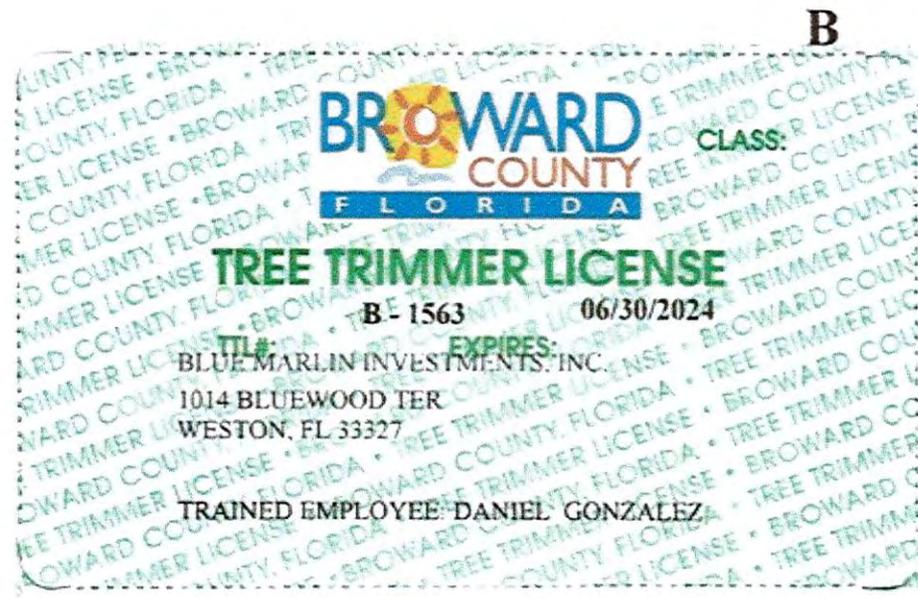


Authentication ID: 100309359191-021818-G18000024317
 To authenticate this certificate visit the following site, enter this ID, and then follow the instructions displayed.
<https://efile.sunbiz.org/certauthver.html>



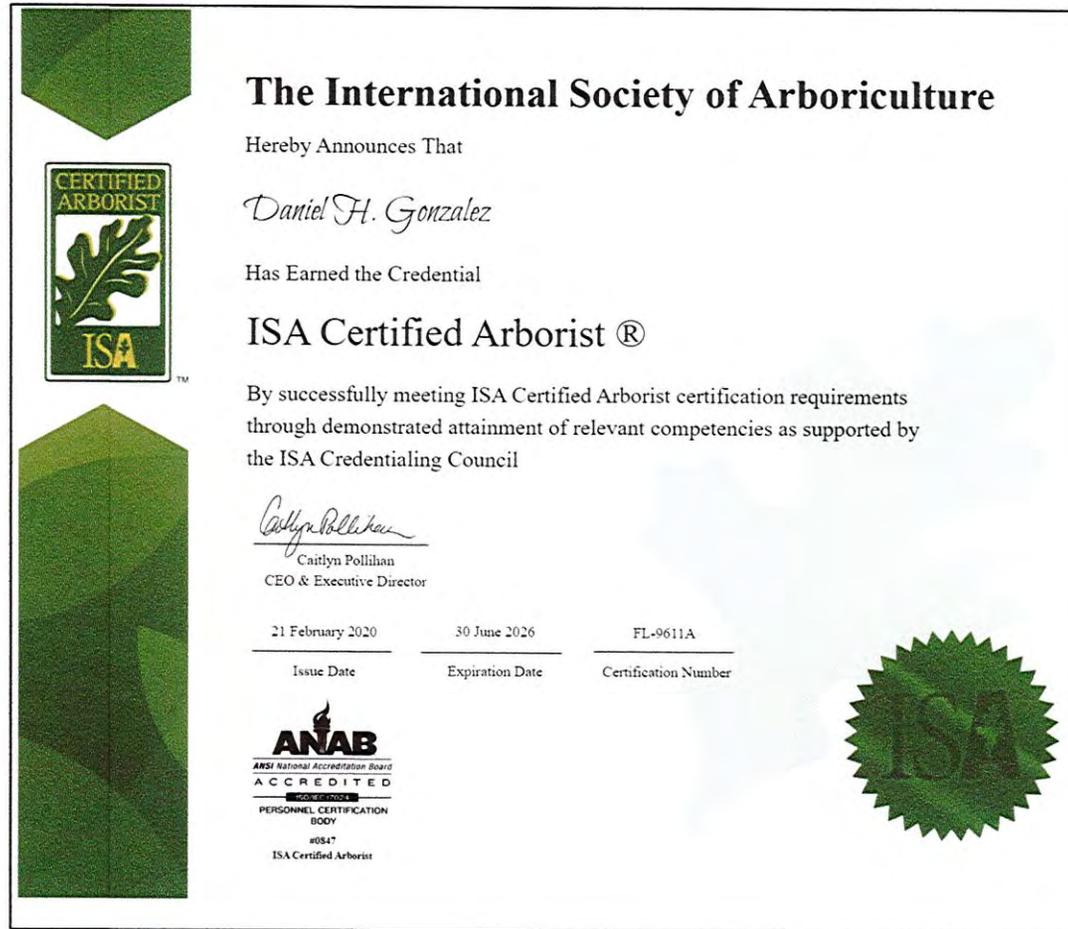
CAYCO Licenses

Broward Tree Trimmer License



CAYCO Licenses

ISA Certified Arborist



The International Society of Arboriculture
Hereby Announces That
Daniel H. Gonzalez
Has Earned the Credential
ISA Certified Arborist ®
By successfully meeting ISA Certified Arborist certification requirements
through demonstrated attainment of relevant competencies as supported by
the ISA Credentialing Council

Caitlyn Pollihan
Caitlyn Pollihan
CEO & Executive Director

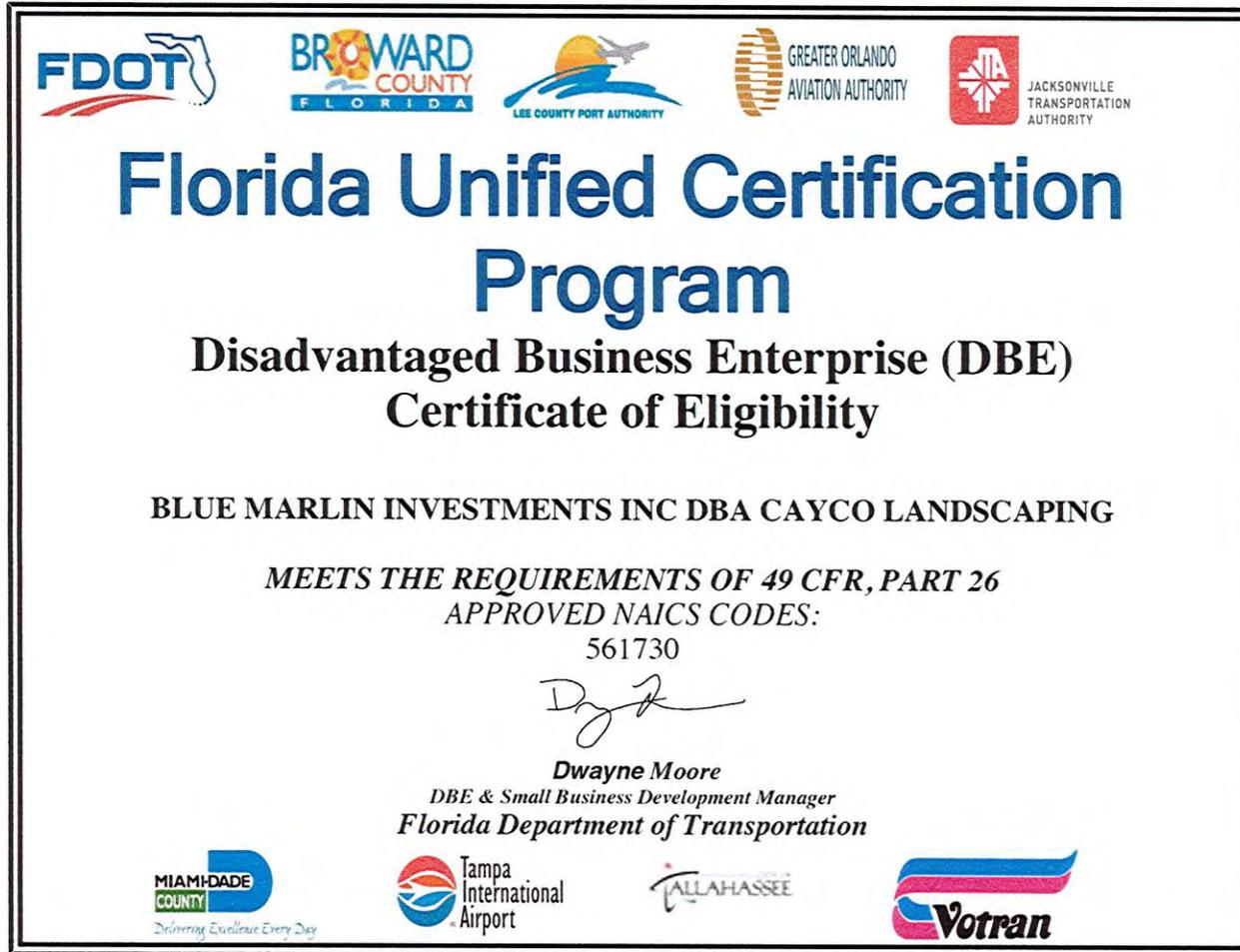
21 February 2020	30 June 2026	FL-9611A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
PERSONNEL CERTIFICATION
BODY
#0847
ISA Certified Arborist



CAYCO Licenses

Disadvantaged Business Enterprise (DBE)



CAYCO Licenses

County Business Enterprise (CBE)



CAYCO Licenses

Pest Control

STATE OF FLORIDA
Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date **May 9, 2023** File No. **JB295730** Expires **March 31, 2024**

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **March 31, 2024** AT

1014 BLUEWOOD TERRACE
 WESTON, FL 33327

CAYCO LANDSCAPING
 1014 BLUEWOOD TERRACE
 WESTON, FL 33327

**Fumigation
 General Household Pest and
 Rodent Control
 Lawn and Ornamental
 Termite and Other WDO
 Control**


 WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

CAYCO LANDSCAPING
 1014 BLUEWOOD TERRACE
 PEST CONTROL COMPANY FIRM

JB295730

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **March 31, 2024**


 COMMISSIONER Signature

Wallet Card
 Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
 3125 CONNER BLVD, BLDG. 8
 TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date **May 9, 2023** File No. **JB295730** Expires **1014 BLUEWOOD TERRACE**

THE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **1014 BLUEWOOD TERRACE, WESTON, FL 33327** AT

This permit, in conjunction with a valid business license c

CAYCO LANDSCAPING
 1014 BLUEWOOD TERRACE
 WESTON, FL 33327


 WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

CAYCO LANDSCAPING

This permit, in conjunction with a valid business license endorsed with pest control operations in the Termite and Other Wood-Destroying Organisms category, authorizes the licensee named above to perform preventative termite treatments for new construction in Florida as prescribed by law.

JB295730

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **1014 BLUEWOOD TERRACE, WESTON, FL 33327**

Wallet Card
 Wallet Card - Fold Here
 Signature

COMMISSIONER Department of Agriculture and Consumer
 Florida Department of Agriculture & Consumer Services
 Bureau of Licensing and Enforcement
 3125 Conner Blvd, Bldg 8
 Tallahassee, FL 32399-1650



CAYCO Licenses

Irrigation



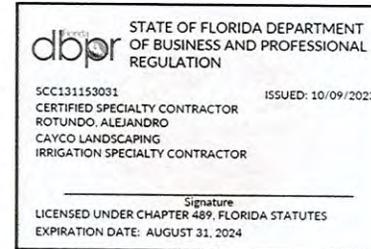
**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!





The Experts in Tree Care
ISA Certified Arborist FL-6648A / Tree Risk Assessment Qualified
697 SW 9th Terrace / Pompano Beach, FL 33069 / O: 954.788.4000
SherlockTree.com

Village of North Palm Beach

Tree Trimming, Management and Maintenance Services

Sherlock Tree Company
697 SW 9th Terrace
Pompano Beach, FL 33069

In affiliation with
**NATURES
EXPERTS**





The Experts in Tree Care
ISA Certified Arborist FL-6648A / Tree Risk Assessment Qualified
697 SW 9th Terrace / Pompano Beach, FL 33069 / O: 954.788.4000
SherlockTree.com

Jonathan Wolfson
Owner Sherlock Tree Company

Village of North Palm Beach
501 U.S. Highway One
Boynton Beach, FL 33408

Re: Tree Trimming, Management and Maintenance Service

Sherlock Tree Company has been providing superior tree care for over 40 years and under current ownership since 2013. We service the tri-county area. With facilities in Pompano Beach, Delray Beach, and West Palm Beach. Our management team is made up of 5 - ISA Board Certified Arborist and over 60 qualified tree care workers. We are TCIA accredited, our team consists of members Certified in Tree Risk Management, Prescription Pruning and utility line work. We have our own bucket trucks, chip trucks, grapples, chippers, stump grinders, skid steers, backhoes, and front-end loaders.

If Sherlock Tree is selected by the Village, we have the experience, manpower and equipment to provide the service that the Village of North Palm Beach has requested in the RFP. We have a proven track record with similar contract work for other cities and know and follow all applicable rules, laws, regulations and ordinances of the Village, Palm Beach County, and the State of Florida.

Sherlock has the necessary and required insurance for the Village of North Palm Beach. The project manager for the village will be Josh Eibeschutz ISA Certified Arborist FL-5603A. Our references are attached as well as the other required by the village for submittal of the RFP.

Sincerely,

Jonathan Wolfson
ISA Certified Arborist FL-6648A
Tree Risk Assessment Qualified
Prescription Pruning Qualified.

In affiliation with
**NATURES
EXPERTS**



RFP EXHIBIT "C"
PROPOSAL FORM

Name of Proposer: Sherlock Tree Company

SECTION I: TREE TRIMMING and HOURLY RATES

ITEM NO.	DESCRIPTION	HOURLY RATE
1.	Routine & Scheduled TREE TRIMMING of ALL TYPES OF TREES (any height); rate per CREW HOUR	4 men \$ 350.00
2.	Routine & Scheduled TREE PRUNING of ALL TYPES OF TREES (any height); rate per CREW HOUR	6 men \$ 525.00
3.	Routine & Scheduled TREE REMOVAL of ALL TYPES OF TREES (any height); rate per CREW HOUR	4 men \$ 350.00
4.	Routine & Scheduled STUMP GRINDING of ALL TYPES OF STUMPS (any size); rate per CREW HOUR	2 men \$ 200.00
5.	Hazardous Condition Tree Removal Rate; rate per CREW HOUR	\$ 4 men 350.00
6.	EMERGENCY Response Rate for Tree Trimming (any height) OR Tree Removal; two (2) hour response time in accordance with Scope of Work; rate per CREW HOUR	\$ 4 men 450.00

SECTION II: STUMP AND ROOT REMOVAL and HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Stump and Root Removal	Small	\$ 350.00
2.	Stump and Root Removal	Medium	\$ 450.00
3.	Stump and Root Removal	Large	\$ 700.00

SECTION II: TREE DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Trees	1 gallons	\$ 16.00
2.	Trees	3 gallons	\$ 38.40
3.	Trees	7 gallons	\$ 73.60
4.	Trees	15 gallons	\$ 204.80
5.	Trees	45 gallons	\$ 880.00
6.	Trees	65 gallons	\$ 1,120.00
7.	Trees	100 gallons	\$ 1,734.00

SECTION IV: PLANT DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Plants	1 gallons	\$ 7.50
2.	Plants	3 gallons	\$ 16.50
3.	Plants	7 gallons	\$ 48.50
4.	Plants	15 gallons	\$ 96.00
5.	Plants	45 gallons	\$ 476.00
6.	Plants	65 gallons	\$ 770.00
7.	Plants	100 gallons	\$ 1,080.00

SECTION V: SHRUB DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Shrubs	1 gallons	\$ 7.50
2.	Shrubs	3 gallons	\$ 16.50
3.	Shrubs	7 gallons	\$ 48.50
4.	Shrubs	15 gallons	\$ 96.00
5.	Shrubs	45 gallons	\$ 476.00
6.	Shrubs	65 gallons	\$ 770.00
7.	Shrubs	100 gallons	\$ 1080.00

SECTION VI: ADDITIONAL SERVICES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Arborist	Hourly Rate	\$ 175.00
2.	Supervisor	Hourly Rate	\$ 85.00
3.	Whitefly Treatment	Per Linear Foot	\$ 2.50
5.	Mulch Removal & Disposal	Per Cubic Yard	\$ 175.00
6.	Mulch Replacement/Replenishment ADA Playground Mulch	Per Bag	\$ 18.00
7.	Mulch Replacement/Replenishment ADA Playground Mulch	Per Cubic Yard	\$ 215.00
8.	Mulch Replacement/Replenishment Mulch (Environmentally Friendly)	Per Bag	\$ 7.50

SECTION VI: ADDITIONAL SERVICES CONTINUED

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
9.	Mulch Replacement/Replenishment Mulch (Environmentally Friendly)	Per Cubic Yard	\$ 52.00
10.	Sod Removal & Disposal	Per Square Foot	\$.85
11.	Sod Replacement Saint Augustine (Any, All Types)	Per Square Foot	\$ 1.45
12.	Sod Replacement Bahia (Any, All Types)	Per Square Foot	\$ 1.00
13.	Tree Inventory	Hourly Rate	\$ 150.00

SECTION VII: EQUIPMENT LIST and HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Chipper	Hourly Rate	\$ 35.00
2.	Chainsaw	Hourly Rate	\$ 25.00
3.	Dump Truck	Hourly Rate	\$ 55.00
5.	MOT	Hourly Rate	\$ 85.00
7.	Aerial Lift (any type) with Operator	Hourly Rate	\$ 275.00
10.	Front End Loader with Operator	Hourly Rate	\$ 375.00
11.	Skid Steer Loader with Operator	Hourly Rate	\$ 275.00
12.	Crane with Operator	Hourly Rate	\$ 425.00

END OF SECTION

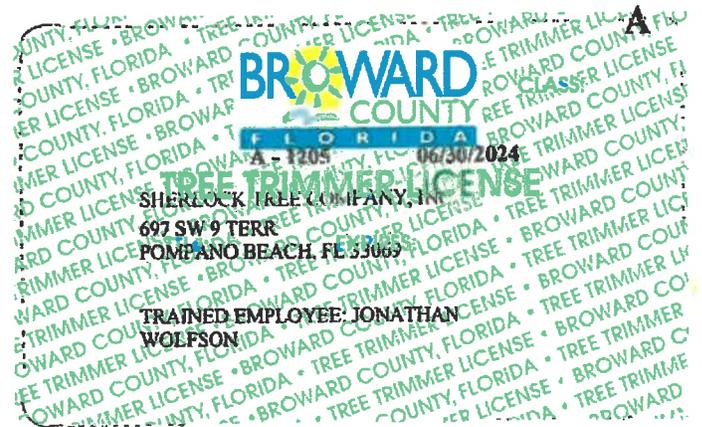
August 4, 2023

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
 - A copy of the company's Broward County Tree Trimmer license.
 - Proof of the company's current insurance coverage.
 - At least one person should possess a current Tree Trimmer training card.
 - Current training cards reflect that training was completed within the past two (2) years.
 - Picture identification issued by a government entity or agency.
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

Sherlock Tree Company, Inc.
697 SW 9 TERR
POMPANO BEACH, FL 33069





The International Society of Arboriculture

Hereby Announces That

Jonathan Wolfson

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Polihan
Caitlyn Polihan
CEO & Executive Director

03 July 2014	31 December 2024	FI-6648A
Issue Date	Expiration Date	Certification Number





The International Society of Arboriculture

Hereby Announces That

Jonathan Wolfson

Has Earned the Credential

ISA Tree Risk Assessment Qualification

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

30 November 2018

Issue Date

30 November 2028

Expiration Date



CERTIFICATE

OF COMPLETION

This certifies that

JOSHUA EIBESCHITZ

Has completed all training requirements for the
Electrical Hazards Awareness Program
and, in recognition thereof, is presented this Certificate.

Certifying Company Representative

In signing above, I am certifying that this certificate holder
has demonstrated the required competencies of this course.



8/23/24

Renewal Date

7.5 ISA CEUs- TC-22-086
7.5 CTSP CEUs- Contact CTSP Dept.



**National Health &
Safety Association**

CERTIFICATE OF COMPLETION

This is to certify that

JOSHUA JONATHAN EIBESCHITZ

Has successfully completed the training program requirements for

Standard CPR/AED & First Aid

551371-5365561268

Certificate Number

Please visit www.cpr.io for re-certification.

Aug 22, 2023

Date Completed



American Red Cross
Training Services

CEU

Jonathan Wolfson

has successfully completed requirements for

Adult First Aid/CPR/AED-BL

Date Completed: 11/30/2021

Conducted by: American Red Cross

Contact Hours: 4.5

CEUs Awarded: 0.5



To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.

Learn and be inspired at LifesavingAwards.org

Practice Aerial Rescue Certification Form

I certify that the following trainee completed, in a satisfactory and proficient manner, a practice rescue according to the criteria listed in the Introduction of this EHAP training course and that the trainee followed all safety standards.

Trainee Name (PLEASE PRINT):

TYPE OF TRAINING COMPLETED

	Climbing Rescue Date	Aerial Lift Rescue Date
<u>Jonathan Wolfson</u>	<input checked="" type="checkbox"/> <u>2/1/2023</u>	<input checked="" type="checkbox"/> <u>2/1/2023</u>

This portion to be completed by the trainer/supervisor:

Signature:  Date: 2/1/2023
Title: VP
Company: Sherlock Tree Company, Inc.
Address: 697 SW 9th Terrace
City: Pompano Beach State: FL Zip: 33069
Telephone: () 561-788-4000

Certifier - Please make a copy for your office records



Certified Treecare Safety Professional

This certifies that

Jonathan Wolfson

*has attained the status of
Certified Tree Care Safety Professional
from the Tree Care Industry Association*

Certification Number: 03626

Renewal Date: 11/18/2025



Bryan Dalton
Director, Training and Credentialing

***Sherlock Tree Company
Pompano Beach, FL***

Is accredited by the Tree Care Industry Association for:



- Adherence to ethical business practices
- Compliance with Industry Standards for safety and performance; and,
- Provision of quality service.

Sherlock Tree Company has maintained Accredited status in good standing since 11/15/2019.

This annual Accreditation certificate is valid thru 12/31/2025 .

May 03, 2022

Date

A handwritten signature in black ink, appearing to read "Bob Ross".

Bob Ross, SVP, Programs and Services



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 697 SW 9TH TER
 POMPANO BEACH, FL 33069

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LAWN MAINTENANCE	SHERLOCK TREE COMPANY INC		B23.677887 08/01/2023	\$99.00	B40157802

This document is valid only when receipted by the Tax Collector's Office.



11
7-1791

SHERLOCK TREE COMPANY INC
 SHERLOCK TREE COMPANY INC
 697 SW 9TH TER
 POMPANO BEACH FL 33069-4519



STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018109652
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Master Equipment List

Type	Model	Serial #	Number
Chain Saw	201TC	187046277	
Chain Saw	201TC	187967644	
Chain Saw	201TC	187967752	
Pole Saw	987 Silky		
Back Pack Blower	BR700	518381403	35
Back Pack Blower	BR700	518961525	
Back Pack Blower	BR700	518962418	
Back Pack Blower	BR700	520906316	18
Back Pack Blower	BR700	520906326	17
Back Pack Blower	BR700X	518791076	
Back Pack Blower	BR700X	520906320	
Back Pack Blower	BR700X	520906324	
Back Pack Blower	BR800X	518725518	
Back Pack Blower	BR800X	518725529	
Trimmer	F594 Zinger	516309592	35
Trimmer	FS11OR	500352316	21
Hedge Trimmer	HL94	5151563	35
Hedge Trimmer	HL94	515154661	
Hedge Trimmer	HL94	519464389	
Power Pruner	HT103	512612533	19
Power Pruner	HT103	515978692	
Power Pruner	HT103	516447354	24
Power Pruner	HT103	516622187	20
Power Pruner	HT103	517826590	
Power Pruner	HT103	520614292	35
Power Pruner	HT103	522517821	23
Power Pruner	HT131	52215829	
Power Pruner	HT131	511864132	
Power Pruner	HT131	520710399	
Power Pruner	HT131	522273449	
Power Pruner	HT131	523871232	25
Power Pruner	HT131	523871253	
Chain Saw	MS194T	523109836	
Chain Saw	MS201T	185948481	35
Chain Saw	MS201T	186241635	
Chain Saw	MS201T	186241639	
Chain Saw	MS201T	186435655	
Chain Saw	MS201T	186476798	
Chain Saw	MS201T	187560321	
Chain Saw	MS201T	187560482	6
Chain Saw	MS201T	187646277	
Chain Saw	MS201T	187967804	35
Chain Saw	MS201T	187967903	2
Chain Saw	MS201T	188065246	

Master Equipment List

Chain Saw	MS201T	188065293		
Chain Saw	MS201T	Can't read		
Chain Saw	MS201T	Can't read		
Chain Saw	MS201TC	157967805		
Chain Saw	MS201TC	185247826		
Chain Saw	MS201TC	185248491		
Chain Saw	MS201TC	185280422		
Chain Saw	MS201TC	185289484	11	
Chain Saw	MS201TC	185375820		
Chain Saw	MS201TC	186383174	7	
Chain Saw	MS201TC	186705852		
Chain Saw	MS201TC	187556449	8	
Chain Saw	MS201TC	187691873		
Chain Saw	MS201TC	187692231	9	
Chain Saw	MS201TC	187700434		
Chain Saw	MS201TC	187890032	1	
Chain Saw	MS201TC	187967860		
Chain Saw	MS201TC	187967861	5	
Chain Saw	MS201TC	187967899	4	
Chain Saw	MS201TC	187967901		
Chain Saw	MS201TC	188619284	10	
Chain Saw	MS201TC	Can't Read	35	
Chain Saw	MS271	517858639		
Chain Saw	MS271	Can't Read		
Chain Saw	MS461	183405086	13	
Chain Saw	MS461	184425657		
Chain Saw	MS461	188138720		
Chain Saw	MS462C	185694944	35	
Chain Saw	MS661	187135091		
Chain Saw	MS661C	18709322		
Chain Saw	MS661C	185043764	15	
Chain Saw	MS661C	187135084	14	
Chain Saw	MS661C	187135096	12	
Chain Saw	MS880	177892719	16	
String Trimmer	SRM-266T	T42512002751	22	

Key #	Make	Model	Year	VIN	LICENSE#	
1	INTERNATIONAL	DUMP	1997	IHTSCAAM3VH463740	GVHE28	12-23
2	INTERNATIONAL	DUMP	1997	IHTSCAAM7VH463739	AF73UR	12-23
3	INTERNATIONAL	BUCKET	1999	IHTSDAAN0YH679166	HTKD03	12-23
4	FORD 750	BUCKET	2003	3FDXF75B93MB07173	HTKD54	12-23
5	WHISPER WC-616	CHIPPER	1997	0798BM2606		
6	VERMEER	BC1000XL	2017	IVRY11197H1025258	IIPX54	6-24
7	VERMEER	BC1000XL				
8	VERMEER	BC1800XL	2019	1VRY131ZX91002487	LTEM34	06-24
9	Vermeer Chipper	BC1000XL	2021	1VRY11196M1032437	NSJN89	06-23
10	POLECAT	YELLOW	2016	IFDNX7DC5JDF04581	No tag.	
11	Chevrolet	Silverado 1500	2014	1GCNCPEH1EZ262004	PWEV70	06-23
12	Chevrolet	Silverado 2500	2016	IGC4KYC87GF181181	GZUC09	12-24
13	FREIGHTLINER	BUCKET	2018	3ALACWFD3JDJM4308	IGVJ27	12-23
14	FREIGHTLINER	BUCKET	2018	3ALACWFD2JDJM9872	IQXI21	12-23
15	POLECAT	PC266	2022	1D9552022NA669003		
16	Ford F750	Dump	2000	3FENF6518YMA00451	PZDC91	12-23
17	FORD F750	DUMP	2019	1FDNX7DC1KDF09519	LURF99	12-23
18	VERMEER	BC1000XL	2017	IVRY11193H1024754	IBUD63	06-24
19	VERMEER	BC1800XL	2017	1VRY151Z3J1006834	KEHF11	06-24
20	ALTEC WHITE	CHIPPER	1998	4HAEB1D08WC000054	PWEV49	06-24
21	VERMEER	SC552	2019	1VR9138U5K1000313		No Folder
22	CHEVROLET DIES	2500 Z71	2020	1GC4YPEY3LF129742	PAYZ53	12-24
23	CHEVROLET GAS	2500	2020	1GC4WLE72LF329825	PEL L97	12-24
24	Suncoast Trailer	SUCO	2015	1S9001010F1303627	DTBL25	6-24
25	INTERNATIONAL	BUCKET	1999	1HTSCABP6XH649557	JCC169	No Folder
26	PERF	TRAILER	2017	1XNU6X105H1077175	JCC166	06-24
27	BANDIT	1890	2003	1573	JCCI67	06-24
28	BANDIT	1590	2015	4FMUS1612FR003379	KHDR20	06-24
29	VERMEER	SC252	2000	1VRN071F8V1004188	No Plate	
30	VERMEER	RT200	2003	1VRX081F431000315		
31	POLECAT	RED				
32	Chevrolet Z71	Silverado 2500	2018	1GC1KWEY8JF150937	98CCW	12-24

33	KUBOTA	R520		10829		
34	Ford	F750 Grapple	2000	3FEXF75H4YMA01186	P2408A	12-23
35	FREIGHTLINER	Bucket	2019	1FVACWFD5KHKD4289	JRWI31	12-23
36	Chevrolet	Silverado 3500	2018	IGC4KYCY4JF221482	JTP162	12-24
37	Caterpillar	299D2 XHP	2018	CAT0299DCDX202972		
38	Fecon	BH74SS	2018	00BH074011931	No Plate	
39	SURE-TRAC	Trailer	2019	5JW2U2021K1264698	AF49UB	12-23
40	ARGO 8X8		2019	2DG0S0001KNR42929		
41	ARGO TRAILER		2019	2DG0000B8HNE02805		
42	Ford	F250 PICKUP	2020	1FT7W2B65LEE66282	QISQ95	12-24
43	Ford	F750 Dump	2018	1FDNX7DC5JDF04581	KHDR17	12-23
44	Ford	F750 Dump	2018	1FDNX7DC3JDF05311	KHDR18	12-23
45	Freightliner	BUCKET	2020	1FVACWFD6LHKW5671	NBMQ98	12-23
46	FREIGHTLINER	BUCKET	2023	3ALACWFD7PDNX7123	49DAI6	12-23
47	Ford 750	Dump	2019	IFDNX7DC6KDF14652	PVSH39	12-23
48	Freightliner Bucket	Bucket	2020	1FVACWFDXLHKW5687	PVSI71	12-23
49	JOHN DEER GATOR					
50	JOHN DEER GATOR					
51	JOHN DEER GATOR					
52	JOHN DEER GATOR					
53	TCTC		2018	1XNU6X100J1086002	Z02CWH	6-22
54	BANDIT	1890	2000	1297	AF15UX	06-24
55	TWCC		2006	1W9R5510146S200242	MIP26M	06-23
56	Vermeer	Trailer	2019	1VRY151ZXK1007058	NSJN71	6-23
57	BIG TEX	BIG TEX	2019	1GVGX2524K6040098	JRBL32	6-24
58	TCTC	Trailer	2020	1XNBU1213L1106098	PGUL97	6-23
59	TCTC	Trailer	2020	1XNBU121XL1105353	NTSW77	6-23
60	TCTC	Trailer				
61	Vermeer Chipper	CHIPPER	2017	IVRY1119XH1025268	97APLS	06-24
62	Freightliner	Bucket	2022	3ALACWFDXNDNF7473	04ATEC	12-23
63	FORD 750	DUMP	2022	IFDNX7DC7NDF08038	46BQMQ	12-23
64	VERMEER	BC1000XL	2014	1VRY11191E1020648	WORKING	No Info
65	ISUZU	DUMP	2022	54DE5J1L1NSR01438	45AZNG	12-23

66	FORD 550	BUCKET	2015	1FDUF5HTXFEC84949	91DAIG	12-23
67	VERMEER	BC1000XL	2005	1VRY1119X51006604	45AZNG	12-23
69	FREIGHTLINER	BUCKET	2022	3ALACWFD6NDNK0005	05AQSN	12-23
70	Sterling	Grapple	2005	2FZMAZCV25AU92877		
71	Big Tex	Trailer	2022	16V1D1923N7207018		
72	Chevy	Silverado	2023	3GCPABEK8PG132110		DF
73	Freightliner	M2 Bucket	2024	1FVACWFD0RHUU8489		



Village of North Palm Beach
Leisure Services Department

RFP-2024-01-Tree Trimming/ZMS-0-2024/ZS
Tree Trimming, Management, and Maintenance
Services
Addendum

No. 1

February 12, 2024

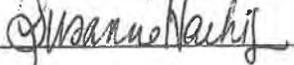
SUBMITTAL DUE: 3:00 PM, Local Time, March 7, 2024

Question 1: Please can you provide the previous bid tabulation and the current budget?

Response 1: See previous bid tab below from 2019. As far as budget, staff will most likely open a PO for \$50k. This does not guarantee that we will expend the full amount.

A handwritten signature in blue ink, appearing to read "Jack Wolfson".

Village of North Palm Beach Proposal Summary Sheet

Proposal for: Tree/Palm Trimming and Pruning in the Village of North Palm Beach		Date: April 16, 2019		No. of Proposals Received: 3
DESCRIPTION	VENDORS			
Requirements: seeking proposals from qualified bidders for a multi-year contract. The professional vendor will manage the tree trimming and pruning needs of the 1,450 trees/palms within North Palm Beach.	Arbor Experts, Inc. 2486 Monaco Terrace Palm Beach Gardens, FL 33410	Southeast Arborist LLC P.O. Box 530343 Lake Park, FL 33403	Precision Landscape 1365 N. Kilian Dr. Lake Park, FL 33403	
Saddle Palm	\$ 25 per tree	\$ 48 per tree	\$ 25 per tree	
Live Oak	\$ 125 per tree	\$ 150 per tree	\$ 52 per tree	
Florida Mahogany	\$ 125 per tree	\$ 175 per tree	\$ 56 per tree	
Royal Poinciana	\$ 125 per tree	\$ 75 per tree	\$ 60 per tree	
Washingtonian	\$ 35 per tree	\$ 48 per tree	\$ 30 per tree	
Ficus	\$ 125 per tree	\$ 250 per tree	\$ 62 per tree	
Banyan	\$ 125 per tree	\$ 250 per tree	\$ 62 per tree	
Black Olive	\$ 125 per tree	\$ 150 per tree	\$ 45 per tree	
Gumbo Limbo	\$ 85 per tree	\$ 75 per tree	\$ 35 per tree	
Schafflera	\$ 85 per tree	\$ 50 per tree	\$ 40 per tree	
Tabebuia	\$ 75 per tree	\$ 60 per tree	\$ 20 per tree	
Palms	\$ 25 per tree	\$ 40 per tree	\$ 25 per tree	
Crape Myrtles	\$ 50 per tree	\$ 60 per tree	\$ 15 per tree	
Orange Bayers	\$ 45 per tree	\$ 50 per tree	\$ 15 per tree	
VILLAGE OFFICIALS PRESENT (Signature)		VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)		
				
				



Village of North Palm Beach
Leisure Services Department

RFP-2024-01-Tree Trimming/ZMS-0-2024/ZS
Tree Trimming, Management, and Maintenance Services
Addendum

No. 2

February 20, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, March 7, 2024

Question 1: For this RFP, what is considered a crew size?

Response 1: Hi, are you referring to RFP EXHIBIT "C" PROPOSAL FORM Section I: TREE TRIMMING and HOURLY RATES?

For me, a tree trimming crew size refers to the standard team that a company sends out for a tree trimming job (or for any of the items in Section I), and this can vary based on the complexity, size, and type of trees involved, as well as the company's own operational practices.

For smaller, less complex jobs, a crew might consist of 2-3 workers, while larger or more challenging projects could require a larger team.

Feel free to define your typical crew size for each of the items in Section I along with your price.

A handwritten signature in blue ink, appearing to read "J. Wilson".



Village of North Palm Beach
Leisure Services Department

RFP-2024-01-Tree Trimming/ZMS-0-2024/ZS
Tree Trimming, Management, and Maintenance Services
Addendum

No. 3

March 6, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, March 7, 2024

Question 1: *For Exhibit B, Page 1. Asks for a corporate seal and secretary signature. We don't have a corporate seal. Can I leave that section blank?*

Response 1: **So the seal would be your corporate stamp. If you don't have one, then there would be nothing to put there.**

Attest by Secretary would either be the company's main secretary or another senior official.

REFERENCES

❖ **Town of Palm Beach**

- John Lawrence - *Grounds & Streets Maintenance Supervisor*
- 951 Okeechobee Rd, Palm Beach, FL 33401
- jlawrence@townofpalmbeach.com
- 561-227-7038
- *Pruning of all Palms on roadways throughout city 2x per year, we coordinate with the city for schedule and lane closures.*

❖ **Town of Jupiter**

- Jonathan Baptista - *Senior Engineer*
- 3133 Washington St, Jupiter, FL 33458
- jonathanb@jupiter.fl.us
- 561-741-2531
- *Just completed a mangrove pruning project that was 17,000' long including the removal and pruning of mangroves working within residents' property.*

❖ **City of West Palm Beach**

- Todd Snyder - *Assistant Director Parks and Recreation*
- 1145 Okeechobee Rd, West Palm Beach, FL. 33401
- msnyder@wpb.org
- 561-822-2160
- *Various projects throughout the city on a per hr for crew basis, these projects include routine maintenance, city parks, facilities, roadways, hazardous removals, and installation projects.*





March 3rd, 2024

Zakariya M. Sherman
Director of Leisure Services
Village of North Palm Beach
501 U.S Highway, One
North Palm Beach, Florida

Dear Mr. Sherman,

I am writing to express The GreenShape's enthusiastic interest in providing all landscape maintenance and tree professional services for the Village of North Palm Beach, as outlined in the Request for Proposal for Tree Trimming, Management, and Maintenance Services.

The GreenShape is a distinguished commercial landscape company serving Palm Beach County with a sterling reputation for excellence in service delivery. With over 20 years of experience in the industry, we have established ourselves as a trusted partner for both government and private contracts, proudly serving over 200 commercial clients in the region.

Our team at The GreenShape understands the unique needs and responsibilities associated with maintaining public spaces. We are committed to upholding the highest standards of professionalism, efficiency, and environmental stewardship in all our endeavors. By leveraging our expertise in landscape maintenance and tree care, we aim to enhance the aesthetic appeal, safety, and sustainability of the Village of North Palm Beach for its residents and visitors alike.

As stated in our proposal, The GreenShape provides comprehensive services to the specific needs of the Village. Our team comprises skilled professionals who possess the requisite knowledge, equipment, and resources to deliver exceptional results in tree trimming, management, and maintenance tasks. Moreover, we prioritize open communication, proactive problem-solving, and timely execution to ensure utmost client satisfaction and project success.



We are confident that our proven track record, commitment to quality, and client-focused approach make us the ideal partner for fulfilling the landscape maintenance and tree professional services needs of the Village of North Palm Beach. We welcome the opportunity to further discuss how The GreenShape can contribute to the beautification and preservation of your community.

Thank you for considering our proposal. We look forward to the possibility of collaborating with you to achieve your landscaping objectives.

Warm regards,

Paul Colozzo
Managing partner
The GreenShape – Landscape Management Holding LLC
560 Village Blvd, Suite 280
West Palm Beach, FL, 33409
Email: pcolozzo@thegreenshape.com
Phone: 561-508-7779

RFP EXHIBIT "C"
PROPOSAL FORM

Name of Proposer: Paul Colozzo

SECTION I: TREE TRIMMING and HOURLY RATES

ITEM NO.	DESCRIPTION	HOURLY RATE
1.	Routine & Scheduled TREE TRIMMING of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 245.00
2.	Routine & Scheduled TREE PRUNING of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 245.00
3.	Routine & Scheduled TREE REMOVAL of ALL TYPES OF TREES (any height); rate per CREW HOUR	\$ 245.00
4.	Routine & Scheduled STUMP GRINDING of ALL TYPES OF STUMPS (any size); rate per CREW HOUR	\$ 175.00
5.	Hazardous Condition Tree Removal Rate; rate per CREW HOUR	\$ 300.00
6.	EMERGENCY Response Rate for Tree Trimming (any height) OR Tree Removal; two (2) hour response time in accordance with Scope of Work; rate per CREW HOUR	\$ 370.00

SECTION II: STUMP AND ROOT REMOVAL and HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Stump and Root Removal	Small	\$ 250.00
2.	Stump and Root Removal	Medium	\$ 500.00
3.	Stump and Root Removal	Large	\$ 1000.00

SECTION II: TREE DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Trees	1 gallons	\$ <i>Varies on Species</i>
2.	Trees	3 gallons	\$
3.	Trees	7 gallons	\$
4.	Trees	15 gallons	\$
5.	Trees	45 gallons	\$
6.	Trees	65 gallons	\$
7.	Trees	100 gallons	\$

SECTION IV: PLANT DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Plants	1 gallons	\$ <i>12.00</i>
2.	Plants	3 gallons	\$ <i>25.00</i>
3.	Plants	7 gallons	\$ <i>60.00</i>
4.	Plants	15 gallons	\$ <i>150.00</i>
5.	Plants	45 gallons	\$ <i>Varies on Species</i>
6.	Plants	65 gallons	\$ <i>Varies on Species</i>
7.	Plants	100 gallons	\$ <i>Varies on Species</i>

SECTION V: SHRUB DELIVERY & INSTALLATION (includes grow in maintenance)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Shrubs	1 gallons	\$ 12.00
2.	Shrubs	3 gallons	\$ 25.00
3.	Shrubs	7 gallons	\$ 60.00
4.	Shrubs	15 gallons	\$ 150.00
5.	Shrubs	45 gallons	\$ Varies on Species
6.	Shrubs	65 gallons	\$
7.	Shrubs	100 gallons	\$

SECTION VI: ADDITIONAL SERVICES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Arborist	Hourly Rate	\$ 250.00
2.	Supervisor	Hourly Rate	\$ 75.00
3.	Whitefly Treatment	Per Linear Foot	\$ 1.00 LF
5.	Mulch Removal & Disposal	Per Cubic Yard	\$ 110.00
6.	Mulch Replacement/Replenishment ADA Playground Mulch	Per Bag	\$ 7.50
7.	Mulch Replacement/Replenishment ADA Playground Mulch	Per Cubic Yard	\$ 240.00
8.	Mulch Replacement/Replenishment Mulch (Environmentally Friendly)	Per Bag	\$ 18.00

SECTION VI: ADDITIONAL SERVICES CONTINUED

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
9.	Mulch Replacement/Replenishment Mulch (Environmentally Friendly)	Per Cubic Yard	\$ 150.00
10.	Sod Removal & Disposal	Per Square Foot	\$ 3.00
11.	Sod Replacement Saint Augustine (Any, All Types)	Per Square Foot	\$ 1.50 <i>varies w/ quantity</i>
12.	Sod Replacement Bahia (Any, All Types)	Per Square Foot	\$ 1.10
13.	Tree Inventory	Hourly Rate	\$ 120.00

SECTION VII: EQUIPMENT LIST and HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1.	Chipper	Hourly Rate	\$ 60.00
2.	Chainsaw	Hourly Rate	\$ 20.00
3.	Dump Truck	Hourly Rate	\$ 150.00
5.	MOT	Hourly Rate	\$ 135.00
7.	Aerial Lift (any type) with Operator	Hourly Rate	\$ 225.00
10.	Front End Loader with Operator	Hourly Rate	\$ 350.00
11.	Skid Steer Loader with Operator	Hourly Rate	\$ 150.00
12.	Crane with Operator	Hourly Rate	\$ 500.00 +

END OF SECTION

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: April 11, 2024

SUBJECT: **RESOLUTION – Village Boards and Committees Re-Appointments**

In accordance with Chapter 2, Article 1 of the Code of Ordinances, the Village Council may appoint citizens as members of its Boards to serve at the pleasure of the Council. Section 2-1(h)(2) provides that “Members whose terms have expired shall continue to serve until their successors are appointed.”

There are twenty-one (21) board and committee members whose terms are expiring on April 30, 2024. These board and committee members were notified by the Village Clerk’s office and asked to complete and submit an updated Advisory Board Application if they wanted to be considered for re-appointment. The notification advised that if an updated application was not submitted by the deadline provided, re-appointment to the board would not be considered.

The results of the notification were as follows:

- 13 members requested re-appointment and submitted completed applications which are attached for your review.
- 3 members declined re-appointment
- 2 members were no longer eligible for re-appointment due to being elected as Councilmembers.
- 3 memberships were recently vacated due to resignation or removal from the board for absenteeism.

The following incumbent members that are requesting Council consideration for reappointment are as follows:

Audit Committee

- Marie Silvani

Business Advisory Board

- Nina Balgar

Environmental Committee

- Karen Marcus
- Kendra Zellner

Golf Advisory Board

- Sandra Felis
- Richard Pizzolato

Library Advisory Board

- Carolyn Kost
- Tina Chippas

Planning, Zoning & Adjustment Board

- Thomas Hogarth

Recreation Board

- Stephen Heiman
- Rita Budynk

Waterways Board

- Mark Michels
- George Alger

Recommendation:

Village Administration recommends Council consideration of the applications for re-appointment, and adoption of the proposed Resolution.



THE VILLAGE OF

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Office of the Village Clerk

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www.village-npb.org • npbclerk@village-npb.org

APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Marie Silvani

PHONE 561-371-4517

ADDRESS 100 Cruiser Road S, North Palm Beach, FL 33408

E-MAIL ADDRESS msilvani01@comcast.net

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board
- Police and Fire Pension Board
- Planning Zoning and Adjustment Board
- Recreation Advisory Board
- Waterways Board

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature Marie Silvani, submitted via email *Marie Silvani* Date March 6, 2024

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS, VIEWING THE ETHICS TRAINING VIDEO AND SIGNING AN ACKNOWLEDGEMENT FORM WITHIN 60 DAYS OF APPOINTMENT OR REAPPOINTMENT TO A VILLAGE ADVISORY BOARD OR COMMITTEE.

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public-records request, do not include your email address. If your home address and phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.



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 www.villageofnpb.org • nrc@villageofnpb.org

APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME NINA BALGAR PHONE (978) 819-3309
 ADDRESS 29 YACHT CLUB DR. #207D, NPB, FL 33408
 E-MAIL ADDRESS NINA.BALGAR@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- | | |
|---|---|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board |
| <input checked="" type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Zoning and Adjustment Board |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surplus Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature *Nina Balgar* Date 3/11/24

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APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Karen Marcus PHONE 561-308-4001

ADDRESS 920 Evergreen Drive North North Palm Beach, Fla. 33408

E-MAIL ADDRESS Karentmarcus@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

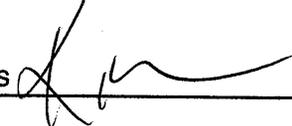
- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board
- Police and Fire Pension Board
- Planning Zoning and Adjustment Board
- Recreation Advisory Board
- Waterways Board

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature Karen Marcus  Date March 1, 2024

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APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Kendra Zellner

PHONE 2053154155

ADDRESS 604 Laurel Court North Palm Beach, FL 33408

E-MAIL ADDRESS kendrazellner@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board
- Police and Fire Pension Board
- Planning Zoning and Adjustment Board
- Recreation Advisory Board
- Waterways Board

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature  Date 03/01/2024

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APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Rich Pizzolato PHONE 727-804-7424

ADDRESS 1618 Twelve Oaks Way Unit 305 North Palm Beach Florida 33408

E-MAIL ADDRESS Richp7424@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- | | |
|--|---|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Zoning and Adjustment Board |
| <input checked="" type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? Single resident

WGA Member

Signature Date 3/1/2024

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APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Sandra Felis PHONE (802) 922-0523

ADDRESS 108 Lakeshore Drive Apt 238 North Palm Beach Florida 33408 United States

E-MAIL ADDRESS sandrafelis@aol.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- | | |
|--|---|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board |
| <input checked="" type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Zoning and Adjustment Board |
| <input checked="" type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? Family goey

WGA Member

Signature Sandra Felis Date 3/3/2024

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APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Matina Chippas

PHONE 561-420-9194

ADDRESS 370 Golfview Rd 503, North Palm Beach, FL 33408

E-MAIL ADDRESS tinachipp@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board
- Police and Fire Pension Board
- Planning Zoning and Adjustment Board
- Recreation Advisory Board
- Waterways Board

Applicants for Golf Advisory Board, please check if you are a:

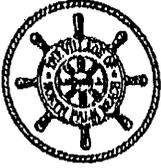
Golf Member What type of membership do you hold? _____

WGA Member

Signature Matina Chippas Date 4/1/24

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APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Carolyn Kost

PHONE 561-371-2003

ADDRESS 370 Golfview Rd. #801 North Palm Beach, FL 33408

E-MAIL ADDRESS carolynkost@yahoo.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board
- Police and Fire Pension Board
- Planning Zoning and Adjustment Board
- Recreation Advisory Board
- Waterways Board

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature Carolyn Kost

Date 4 March 2024

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS, VIEWING THE ETHICS TRAINING VIDEO AND SIGNING AN ACKNOWLEDGEMENT FORM WITHIN 60 DAYS OF APPOINTMENT OR REAPPOINTMENT TO A VILLAGE ADVISORY BOARD OR COMMITTEE.

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THE VILLAGE OF

North Palm Beach

Office of the Village Clerk

501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7469

www.village-npb.org • npbclerk@village-npb.org

APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Thomas Hogarth

PHONE 561 779-7703

ADDRESS 432 Anchorage Lane

E-MAIL ADDRESS tom.hogarth57@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board
- Police and Fire Pension Board
- Planning Zoning and Adjustment Board
- Recreation Advisory Board
- Waterways Board

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature  Digitally signed by Thomas Hogarth Date 3/4/24

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APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Stephen Heiman

PHONE 407-810-5352

ADDRESS 505 Anchorage Drive, North Palm Beach, FL 33408

E-MAIL ADDRESS sch22nole@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board
- Police and Fire Pension Board
- Planning Zoning and Adjustment Board
- Recreation Advisory Board
- Waterways Board

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature Stephen Heiman Date 4/1/24

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS, VIEWING THE ETHICS TRAINING VIDEO AND SIGNING AN ACKNOWLEDGEMENT FORM WITHIN 60 DAYS OF APPOINTMENT OR REAPPOINTMENT TO A VILLAGE ADVISORY BOARD OR COMMITTEE.

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www.village-npb.org • npbclerk@village-npb.org

APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Rita Budnyk

PHONE 561-308-2115

ADDRESS 804 Shore Drive, North Palm Beach, FL 33408

E-MAIL ADDRESS weluvnpb@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board
- Police and Fire Pension Board
- Planning Zoning and Adjustment Board
- Recreation Advisory Board
- Waterways Board

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature *Rita H. Budnyk* Date March 4, 2024

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www.village-npb.org • npbclerk@village-npb.org

APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Mark Michels

PHONE (561) 389-6100

ADDRESS 648 Shore Rd

E-MAIL ADDRESS markm661@mac.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- | | |
|--|---|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Zoning and Adjustment Board |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input checked="" type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

Applicants for Golf Advisory Board, please check if you are a:

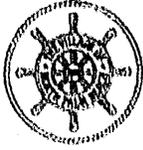
Golf Member What type of membership do you hold? _____

WGA Member

Signature Date 3/4/24

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS, VIEWING THE ETHICS TRAINING VIDEO AND SIGNING AN ACKNOWLEDGEMENT FORM WITHIN 60 DAYS OF APPOINTMENT OR REAPPOINTMENT TO A VILLAGE ADVISORY BOARD OR COMMITTEE.

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 501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4008 • 561-641-3305 • FAX 561-681-7409
 www.village.npb.org • npbcclerk@village.npb.org

APPLICATION FOR REAPPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME George F. Alger III PHONE 561-329-1213

ADDRESS 408 EBBTIDE DR

E-MAIL ADDRESS georgefalger@gmail.com

Has your contact information changed since previous application? Yes No

Please indicate the board or committee on which you currently serve and wish to be reappointed to:

- | | |
|--|---|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Zoning and Adjustment Board |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input checked="" type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

Applicants for Golf Advisory Board, please check if you are a:

Golf Member What type of membership do you hold? _____

WGA Member

Signature *George F. Alger III* Date 03-01-2024

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS, VIEWING THE ETHICS TRAINING VIDEO AND SIGNING AN ACKNOWLEDGEMENT FORM WITHIN 60 DAYS OF APPOINTMENT OR REAPPOINTMENT TO A VILLAGE ADVISORY BOARD OR COMMITTEE.

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RESOLUTION 2024-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REAPPOINTING MEMBERS TO THE AUDIT COMMITTEE, BUSINESS ADVISORY BOARD, ENVIRONMENTAL COMMITTEE, GOLF ADVISORY BOARD, LIBRARY ADVISORY BOARD, PLANNING, ZONING AND ADJUSTMENT BOARD, RECREATION ADVISORY BOARD AND WATERWAYS BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Article I of the Village Code of Ordinances, the Village Council may appoint residents of the Village as members of Village advisory boards to serve at the pleasure of the Village Council, subject to the terms and conditions set forth therein; and

WHEREAS, the Village Council wishes to reappoint Village residents to serve on the Village Audit Committee, Business Advisory Board, Environmental Committee, Golf Advisory Board, Library Advisory Board, Planning, Zoning and Adjustment Board, Recreation Advisory Board and Waterways Board.

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

Section 1. The following persons are hereby reappointed to various Village Boards and Committees for the terms commencing May 1, 2024 and expiring as indicated below:

AUDIT COMMITTEE

Marie Silvani April 30, 2027

BUSINESS ADVISORY BOARD

Nina Balgar April 30, 2027

ENVIRONMENTAL COMMITTEE

Karen Marcus April 30, 2026

Kendra Zellner April 30, 2026

GOLF ADVISORY BOARD

Sandra Felis, Women's Golf Association Representative April 30, 2026

Richard Pizzolato April 30, 2026

LIBRARY ADVISORY BOARD

Carolyn Kost April 30, 2026
Tina Chippas April 30, 2026

PLANNING, ZONING AND ADJUSTMENT BOARD

Thomas Hogarth April 30, 2026

RECREATION ADVISORY BOARD

Stephen Heiman April 30, 2026
Rita Budnyk April 30, 2026

WATERWAYS BOARD

Mark Michels April 30, 2027
George Alger April 30, 2027

Section 2. The Village Clerk is hereby directed to send a conformed copy of this resolution to the members reappointed above.

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

PASSED AND ADOPTED THIS 11TH DAY OF APRIL, 2024

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Jessica Green, Village Clerk
DATE: April 11, 2024
SUBJECT: **MOTION – PBC League of Cities Voting Delegate and Alternates**

The Village received a request from the Palm Beach County League of Cities, Inc. to officially designate a voting delegate and alternate(s) to vote on behalf of the Village at any League membership meeting or function. This designation would apply specifically to weighted voting items for the General Membership. Weighted voting is provided for in Article Four of the League's By-Laws (attached) and is determined according to population. As currently drafted, the By-Laws provide the Village with two weighted votes.

Unless a weighted vote is requested and approved, the business of the League is conducted by a simple majority of the quorum, with each Municipal Member having one vote. The governing body of the Municipal Member may annually designate a voting delegate and alternates. The Village's voting delegate and alternates were last designated in 2023.

Through the adoption of Resolution 2016-07, the Council provided that subsequent appointments of a voting delegate and alternates may be accomplished by motion, rather than by resolution.

Recommendation:

Village Administration recommends Council appoint a voting delegate to the Palm Beach County League of Cities, Inc., and appoint all councilmembers not serving as the voting delegate to serve as alternate voting delegates.

**BY-LAWS OF
PALM BEACH COUNTY LEAGUE OF CITIES, INC.
AS AMENDED ON ~~AUGUST 26, 2015~~ JANUARY 25, 2017**

**ARTICLE ONE
ASSOCIATE AND EX OFFICIO MEMBERS**

Section 1. Associate Membership Established. Pursuant to Article Four of the Articles of Incorporation, there is hereby established an Associate Membership in the League to be composed of individuals, organizations, and business entities which support or serve the municipalities of Palm Beach County. Such applicants for Associate Membership in the League must: (A.) be sponsored by a Municipal Member in good standing; (B.) submit a membership application; and (C.) tender payment of annual dues as may be set by the Board of Directors from time to time. The Board reserves the right to reject or approve each application and may revoke such membership by simple majority if, by the Board's sole determination, an Associate Member no longer supports or contributes to the purposes of the League. Associate members may vote on committees to which they are appointed, but shall have no voting privileges at the Board of Directors or General Membership meetings.

Section 2. Ex Officio Membership Established. Pursuant to Article Four of the Articles of Incorporation, there is hereby established an Ex Officio Membership to be composed of all Past Presidents of the League and governmental agencies not eligible for Municipal Membership. Such agencies may become Ex Officio Members upon the nomination of the agency by a Municipal Member and approval by the Board of Directors. Additionally, the Board of Directors may appoint honorary Ex Officio members to the League from time to time as desired. The Board reserves the right to reject or approve each nomination and may revoke such membership by simple majority, if by the Board's sole determination, an Ex Officio Member no longer supports or contributes to the purposes of the League. The immediate Past President of the League, if still an elected official, shall automatically be a voting Ex Officio member of the League as well as of the Board of Directors and shall be counted for the purposes of a quorum. All other Ex Officio members may vote on committees to which they are appointed, but shall have no voting privileges at the Board of Directors or General Membership meetings.

**ARTICLE TWO
MEETINGS AND QUORUMS**

Section 1. Regular Meeting. The Regular meeting of the Municipal Membership shall be held on the 4th Wednesday of each month or at a time and place to be determined by the Board. Municipal Members are encouraged to support the League by hosting regular monthly meetings. Business to come before the membership shall be submitted to the Executive Director no later than ten (10) working days prior to each meeting. The Executive Director shall add items of business to the agenda, which shall be approved by the President prior to the agenda being finalized. In addition, items of business maybe added, modified or deleted from the agenda by proper motion from the floor at each meeting.

Section 2. Annual Meeting. The Annual Meeting for the election of Officers and Directors of the League shall be the Regular Meeting for the month of May, or a Special Meeting in May called for that purpose, if necessary, in each year.

Section 3. Special Meetings. Upon the call of the President or upon motion of the Board of Directors, a Special Meeting of the Municipal Membership shall be held to consider items of business, which because of critical timing, concern, or complexity require the attention of the membership at other than a Regular Meeting. Only those business items listed on the Special Meeting notice may be considered at such meeting.

Section 4. Directors' Meetings. Upon the call of the President or three (3) Directors, and whenever practicable upon no less than twenty-four (24) hours notice, a Special Meeting of the Board of Directors shall be held to consider items of business. ~~Directors shall propose items of business by notifying the Executive Director who shall place such items on an agenda. In addition, I~~ The Executive Director shall add items of business to the agenda, which shall be approved by the President prior to the agenda being finalized and sent to the Board of Directors. Items of business ~~also may be added to the agenda by the Executive Director,~~ or may be added, modified, or deleted from the agenda by proper motion of a member of the Board at each meeting.

Section 5. Notice. Written or electronic (facsimile/email) notice of all membership meetings shall be provided by the Executive Director to all members. Whenever practicable, meeting notices shall be sent so as to be received by the members no later than five (5) working days prior to a scheduled meeting. Notice of the Directors' Meeting shall be by oral or written notice to the Directors and the staff.

Section 6. Quorum. At Regular and Special Meetings a quorum shall consist of fifteen (15) Municipal Mmembers, eligible to vote. At Directors' Meetings, a quorum shall consist of a simple majority of all members of the Board.

Section 7. Presentations. All presentations at League Board of Directors and General Membership meetings shall be limited to those presented by governmental members and/or intergovernmental partners of the League, unless specifically approved by the Board of Directors in advance. The Executive Director and the President will determine eligibility of presenters/presentations for inclusion in official League meetings, or will refer special requests not meeting the above-mentioned criteria to the Board for review and approval.

Section 8. Hosts and Locations.

A. All League Board of Directors and General Membership meetings shall be officially hosted by a member municipality or intergovernmental partner of the League of Cities, unless specifically otherwise approved by the Board of Directors in advance. All meeting logistics and arrangements must be approved by the League of Cities and coordinated with League staff in advance by the hosting entity.

B. Fiscal underwriting of a hosted League meeting is the responsibility of that hosting municipality, except where mutually agreed upon in advance between the League and the hosting entity. The Executive Director shall determine eligibility and arrangements for all official League meetings, or will refer special requests not meeting the above-mentioned criteria to the Board for consideration.

ARTICLE THREE ELECTIONS

Section 1. Annual Election. The annual election of all Officers and Directors shall be held at the Annual Meeting, which is the Regular May Membership Meeting, or a Special Meeting called in May for that purpose.

Section 2. Nominations. The proposed slate of Officers and Directors shall be announced at the Regular March Membership Meeting by the Chair of the Nominating Committee, which shall be appointed in February by the President in accordance with Article Seven of the Articles of Incorporation. Additional nominations may be made from the floor by ~~any~~ the voting delegate of any Municipal m Member in good standing at the Regular April Membership Meeting. All nominees must have submitted a written "Consent to Serve" form prior to their name being placed in nomination. If there are no additional nominations made from the floor at the Regular April Membership Meeting, the Municipal Membership shall approve the proposed slate and the Officers and Directors shall be deemed elected by acclamation.

Section 3. Voting. If there are nominations from the floor at the April Membership Meeting, the President shall announce the names of all nominees at the Regular May Membership Meeting or at a

Special Meeting called for that purpose and shall circulate written ballots to be executed by the voting delegates of each Municipal Member; provided, however, that in the event that any nominee is unopposed, that nominee shall automatically be elected by acclamation without ballot. Ballots, if necessary, shall be tabulated by the nominating committee and the results announced to the membership. Weighted voting shall not apply to the election of Officers and/or Directors.

ARTICLE FOUR VOTING

Section 1. Municipal Members. Each Municipal Member, whose dues and assessment accounts are current, shall be eligible to vote on items of business at all Regular and Special Meetings. Each Municipal Member, by proper motion of its governing body, shall annually designate a voting delegate and alternates if so desired. Voting delegates and alternates from each Municipal Member shall be submitted to the Executive Director of the League in writing upon a form provided for this purpose. This form shall also be executed by the Mayor and Clerk of the applicable municipality. No other persons shall be eligible to vote on business items at Municipal Membership Meetings.

Section 2. Weighted Votes.

A. Allocation; Mechanism: The voting delegate of aAny Municipal Member who is eligible to vote may call for a weighted vote on any issue before the membership unless prohibited under subsection B herein below. Weighted voting is automatic upon call by a member who is eligible to vote. Each weighted vote shall be by roll call vote, taken and recorded by the Secretary-Treasurer or designee. Weighted votes for each Municipal Member shall be based upon the latest Estimates of Population by County and Municipality prepared by the University of Florida.

- (1) Each Municipal Member of up to 5,000 population shall have one (1) weighted vote.
- (2) Each Municipal member of 5,001 to 17,144 population shall have two (2) weighted votes.
- (3) Each Municipal member of 17,145 to 35,000 population shall have three (3) weighted votes.
- (4) Each Municipal Member of 35,001 or more population shall have four (4) weighted votes.

B. Prohibited: Weighted voting is prohibited in the following instances:

- (1) Appointments to County wide, Regional and State Committees and Boards in accordance with Article Eleven of these Bylaws.
- (2) Removal of League appointees in accordance with Article Twelve of these Bylaws.
- (3) Election of Officers and Directors in accordance with Article Three of these Bylaws.

Section 3. Non-Weighted Votes. Unless a weighted vote as described in accordance with subsection 2A hereinabove is requested by a voting delegate of a Municipal Mmember eligible to vote and approved by the Municipal Membership, the business shall be conducted by a simple majority of the quorum. If the presiding officer is unable to determine the results of a voice vote, the presiding officer may request a roll call vote.

**ARTICLE FIVE
RULES AND ORDER OF BUSINESS**

Section 1. Rules. The Board of Directors may from time to time adopt rules of order and procedure for the conduct of business at all meetings. Otherwise the conduct of business shall be in accordance with Roberts Rules of Order or as revised by the Executive Director or the Executive Committee.

- A. Call to Order, Prayer and Flag Salute
- B. Roll Call
- C. Additions, Deletions or Modifications to the Agenda
- D. Adoption of Minutes
- E. Financial Report
- F. Staff Reports
- G. Scheduled Presentations
- H. Resolutions
- I. Miscellaneous Business
- J. Comments from the Floor
- K. Adjournment

Section 2. Order of Business. The Executive Director or Executive Committee shall set the order of business for all meetings as deemed necessary.

**ARTICLE SIX
FINANCES**

Section 1. Dues. Annual Dues shall be payable in advance on October 1st of each year in an amount to be established by the Board of Directors based upon population according to the latest Estimates of Population by County and Municipality prepared by the University of Florida or based upon an alternate approved pro-rata allocation. Dues shall be delinquent if not paid prior to December 1st of each year. An individual dues notice shall be sent to the membership no later than May 31st.

Section 2. Special Assessments. Upon the approval of the Municipal Membership, Special Assessments may be levied against Municipal Members in amounts based upon population according to the latest Estimates of Population by County and Municipality prepared by the University of Florida or based upon an alternate approved pro-rate allocation for purposes set forth in a resolution adopted by the membership. Special Assessments shall be delinquent if not paid within sixty (60) days after the date of assessment.

Section 3. Delinquency; Suspension of Voting Rights. Any delinquency in dues and/or assessments shall result in suspension of voting rights of the member until all dues and assessments are brought current.

Section 4. Budget. The Board of Directors shall adopt an annual operating budget effective October 1, of each year, within which all operating revenues and expenditures shall be reported. In addition to the operating budget, the League may establish and maintain such other funds and accounts as may be authorized by the Board of Directors.

Section 5. Accounting Procedures. The Executive Director shall be responsible for establishing and maintaining proper ledgers and journals to accurately reflect the financial position of the League. Accounts payable may be satisfied upon proper motion to the Board of Directors from time to time.

ARTICLE SEVEN BOARD OF DIRECTORS

Section 1. Authority. Unless otherwise prohibited or restricted in these Bylaws or the Articles of Incorporation, the Board of Directors may conduct any and all business of the League, and shall be responsible to the membership for formulating the policies of the League. It is the responsibility of the Board of Directors to annually prepare a statement of goals and objectives for the League and present such statement to the Membership.

Section 2. Board of Directors. In accordance with Article Five of the Articles of Incorporation, ~~one~~ six (6) eligible Municipal Members shall be elected from ~~each of six (6) of any Municipality qualifying as a the~~ Large Municipality ~~ies~~ (pop. over 25,000), two (2) additional Directors shall be elected from any two (2) eligible Municipalities and one (1) Director shall be elected from each of the five (5) following districts:

1. District 1. Juno Beach, Jupiter, Jupiter Inlet Colony, Lake Park, Mangonia Park, North Palm Beach, Palm Beach, Palm Beach Gardens, Palm Beach Shores, Riviera Beach, and Tequesta.
2. District 2. Cloud Lake, Glen Ridge, Haverhill, Lake Clarke Shores, Loxahatchee Groves, Palm Springs, Royal Palm Beach, West Palm Beach, ~~and Wellington and Westlake.~~
3. District 3. Atlantis, Boynton Beach, Greenacres, Hypoluxo, Lake Worth, Lantana, Manalapan, South Palm Beach, and the Village of Golf.
4. District 4. Boca Raton, Briny Breezes, Delray Beach, Gulf Stream, Highland Beach and, Ocean Ridge.
5. District 5. Belle Glade, Pahokee, and South Bay.

There shall never be more than one (1) voting member on the Board of Directors from any municipality. Vacancies occurring during the term of office for Directors and/or officers shall be filled for the remainder of the term pursuant to Article Five of the Articles of Incorporation.

Section 3. Directors' Responsibilities. It is the responsibility of each Director representing a district to communicate with his constituent municipalities concerning actions taken or to be taken by the Board of Directors. Municipal Members are encouraged to contact the Director representing their district concerning issues of collective interest. The Director representing that district shall be responsible for bringing such issues to the attention of the other members of the Board of Directors. Directors at Large are responsible for representing the collective interests of the entire League Municipal Membership. Directors at Large shall be responsible for bringing issues of interest to the attention of the other members of the Board of Directors.

Section 4. Attendance. A Director or Officer who accumulates three unexcused absences from Board of Directors Meetings during each annual term shall automatically forfeit his or her position as a Director or Officer and shall be replaced for the remainder of the term by the Board of Directors in accordance with Article Five of the Articles of Incorporation. Excused absences shall be approved by the President only upon oral or written notice of absence due to a close personal family emergency, employee mandates, religious obligations, or due to the required presence elsewhere related to official municipal or League business matters. It is the express intention of the League to compel attendance by the Directors and Officers; thus, if a Director or Officer is continually or habitually absent even though excused, it shall be his or her obligation to resign for the good of the League. In the event said Director or Officer does not resign due to continual or habitual absence, though excused, then upon the majority vote of the voting members of the Board of Directors, said Director or Officer shall be removed.

Section 5. Employees; Consultants. It is the responsibility of the Board of Directors to appoint and remove the Executive Director, the General Counsel and all contractors and consultants of the League and to fix their compensation and other terms of employment. No Directors or Officer shall be eligible to serve as a full-time employee of the League and no Director or Officer shall receive compensation for satisfying the duties of that position.

ARTICLE EIGHT OFFICERS

Section 1. President. The President shall be the presiding officer of all Municipal Membership and Directors' Meetings; shall approve all agendas for Board of Directors and General Membership meetings; shall execute all resolutions, contracts and other documents of which the League is a party; and shall further be recognized as the ranking officer of the League for ceremonial purposes. The President shall be responsible for selecting the Chair of each League committee other than the Legislative, Policy and Procedures, and Finance Committees, which shall be chaired by the 1st Vice President, 2nd Vice President and Secretary-Treasurer, respectively. The President shall assure that each committee meets its objectives and that each committee Chair reports to the Board of Directors and the Municipal Membership on a regular monthly basis. In addition, the President shall have such other duties and powers as may be set forth in these Bylaws and/or the Articles of Incorporation.

Section 2. 1st Vice President. The 1st Vice President shall be recognized as the second ranking officer of the League for ceremonial purposes and shall fulfill the duties and responsibilities of the President during his or her absence or disability. The 1st Vice President shall serve as the Chair of the Legislative Committee, and shall fulfill such other duties as may from time to time be assigned by the President, these Bylaws and/or the Articles of Incorporation.

Section 3. 2nd Vice President. The 2nd Vice President shall be recognized as the third ranking officer of the League for ceremonial purposes and shall fulfill the duties and responsibilities of the President during the absence or disability of both the President and 1st Vice President. The 2nd Vice President shall serve as the Chair of the Policy and Procedures Committee and shall fulfill such other duties as may from time to time be assigned by the President, these Bylaws and/or the Articles of Incorporation.

Section 4. Secretary-Treasurer. The Secretary-Treasurer shall be recognized as the fourth ranking officer of the League for ceremonial purposes and shall fulfill the duties and responsibilities of the President during the absence or disability of the President, the 1st Vice President and the 2nd Vice President. The Secretary-Treasurer shall serve as the Chair of the Finance Committee; shall be the attesting officer for all resolutions, contracts, and other documents executed by the President to which the League is a party; shall report monthly to the membership on the financial position of the League; and shall fulfill such other duties as may from time to time be assigned by the President, these Bylaws and/or the Articles of Incorporation.

ARTICLE NINE ADMINISTRATION

Section 1. Executive Director. The Board of Directors shall appoint an Executive Director, who shall serve at the pleasure of the Board. Once appointed, the Board shall not discharge the Executive Director without the affirmative vote of a majority of the entire Board. The Executive Director shall be the ranking administrative officer of the League and shall be responsible for the following:

1. The daily operation of the business of the League.
2. To appoint, remove and supervise all employees of the League not otherwise provided for in these Bylaws.

3. To act as representative of the League to the Florida League of Cities, the Board of County Commissioners and the Florida Legislature and shall generally serve as the League's liaison and Legislative advocate.
4. To prepare and submit a proposed annual operating budget to the Finance Committee by April of each year.
5. To keep the Board of Directors, through the Secretary-Treasurer, fully advised as to the financial condition and future needs of the League.
6. Sign contracts on behalf of the League pursuant to approved appropriations of the Board of Directors.
7. And shall perform such other duties assigned by the Board of Directors, these Bylaws and/or the Articles of Incorporation.

Section 2. General Counsel. The Board of Directors may appoint a General Counsel to the League who shall be a member of the Florida Bar. The General Counsel shall serve at the pleasure of the Board. Once appointed, the Board shall not discharge the General Counsel without the affirmative vote of a majority of the entire Board. The General Counsel shall perform such other duties as assigned by the Board of Directors.

ARTICLE TEN LEAGUE COMMITTEES

Section 1. In General. The Executive Committee, the Legislative Committee, the Policy and Procedures Committee, the Finance Committee, the Program Committee, the Scholarship Committee, the Environmental Committee, the Transportation Committee, the Education Committee, the Inspector General Budget Review Committee and It's The Economy Committee are standing committees and shall consist of the membership as set forth in these By-Laws. All other committees shall be composed of the Chair, appointed by the President from the Municipal Members, together with a minimum of (4) Municipal Members and up to two (2) Associate Members, appointed by the Board of Directors. The municipal members may include elected officials or municipal staff as deemed necessary and prudent for the benefit of the League. The Chair of each Committee shall be responsible for the Committee and shall provide a report of committee activities and issues to the President, the Board of Directors, and the Municipal Membership on an as needed basis. The Chair of each committee may select a co-chair from the Municipal Members of the committee. The Executive Director shall attend the meetings of such committees as requested by the Board of Directors. All League Committees shall be advisory to the Board of Directors. All committee members have voting privileges.

Section 2. Terms. Terms for all League Committee appointments shall be for one (1) year commencing July 1st of each year. Any unexpired vacant term of a committee member shall be filled for the remainder of the term by the Board of Directors. In the event a Chair of a Committee is not fulfilling his or her responsibilities, the President shall, in his or her sole discretion, remove said Chair and appoint a replacement for the remainder of the term. The municipal members on all League Committees shall be either elected officials or municipal managers/administrators.

Section 3. Executive Committee. The Executive Committee shall be composed of the Officers as set forth in Article Eight, which shall be chaired by the President. Such committee shall meet when necessary upon the call of the President at which time members may appear by telephone. Members of the Executive Committee may attend any and/or all committee meetings, as desired.

Section 4. Legislative Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the Legislative Committee. Additionally, up to two (2) Associate Members and up to three (3) Ex Officio members who consist of the Director of Legislative Affairs of

Palm Beach County, the Executive Director of the Palm Beach County Legislative Delegation, and the Legislative Liaison for the School Board of Palm Beach County may be appointed to the committee as needed, which shall be chaired by the 1st Vice President who may select a co-chair from the Municipal Members on the committee. The Legislative Committee shall prepare and submit proposed legislative positions from time to time as necessary or desirable for adoption by the Municipal Membership.

Section 5. Policy and Procedures Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the Policy and Procedures Committee. Additionally up to two (2) Associate Members may be appointed to the committee as needed, which shall be chaired by the 2nd Vice President who may select a co-chair from the Municipal Members on the committee. The Policy and Procedures Committee shall review the League's By-laws on an annual basis and shall identify, analyze and recommend action concerning policy direction for the League including revisions to the By-laws from time to time, as deemed necessary.

Section 6. Finance Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the Finance committee. Additionally, up to two (2) Associate Members may be appointed to the committee as needed, which shall be chaired by the Secretary-Treasurer who may select a co-chair from the Municipal Members on the committee. The Finance Committee shall review and modify as necessary the proposed annual budget submitted to them by April by the Executive Director and recommend its adoption to the Board of Directors, effective October 1st of each year. In addition, the Finance Committee shall review the finance records of the League and shall report its findings to the Membership of the League through the Secretary-Treasurer, from time to time.

Section 7. Program Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the Program Committee. Additionally, up to two (2) associate members may be appointed to the committee as needed, which shall be chaired by a Municipal Member, appointed by the President, who may select a co-chair from the Municipal Members on the committee. The Committee shall review and assess the training needs of the general membership and shall organize and propose to the Board of Directors such seminars, training sessions, member benefits and information as may benefit the League.

Section 8. Scholarship Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the Scholarship Committee. Additionally, up to two (2) associate members may be appointed to the committee as needed, which shall be chaired by a Municipal Member, appointed by the President, who may select a co-chair from the Municipal Members on the committee. The Scholarship Committee shall establish and publish criteria, review applications and select recipients of the William A. Cruickshank Scholarships.

Section 9. Environmental Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the Environmental Committee. Additionally, up to two (2) associate members may be appointed to the committee as needed, which shall be chaired by a Member of the Board of Directors, appointed by the President, who may select a co-chair from the Municipal Members on the committee. The Environmental Committee shall review environmental issues, policies, and legislation affecting municipalities and make shall recommendations for action to the Board of Directors.

Section 10. Transportation Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the Transportation Committee. Additionally, up to two (2) associate members may be appointed to the committee as needed, which shall be chaired by a Member of the Board of Directors, appointed by the President, who may select a co-chair from the Municipal Members on the committee. The Transportation Committee shall review issues, policies, and legislation affecting municipalities and shall make recommendations for action to the Board of Directors.

Section 11. Education Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the Education Committee. Additionally, up to two (2) associate members may be appointed to the committee as needed, which shall be chaired by a Member of the Board of Directors, appointed by the President, who may select a co-chair from the Municipal Members on the committee. The Education Committee shall review issues, policies, and legislation affecting municipalities and make recommendations for action to the Board of Directors; and shall oversee the Youth Delegation Program.

Section 12. Inspector General (I.G.) Budget Review Committee. The Board of Directors shall appoint municipal members to serve on the I.G. Budget Review Committee. As mandated by the Inspector General Ordinance, the I.G. shall deliver a preliminary budget request to the Palm Beach League of Cities, Inc. no later than April 1st of every year and shall be available to discuss same with the League prior to May 1st of each year. The Budget Review Committee shall review the Inspector General's preliminary budget request when presented to them and be prepared to offer their recommendations to the League's Board of Directors prior to their required meeting with the Board of County Commissioners which must be held no later than June 30th.

Section 13. It's The Economy (ITE) Committee. The Board of Directors shall appoint a minimum of four (4) Municipal Members to serve on the ITE Committee. Additionally, up to two (2) associate members may be appointed to the committee as needed, which shall be chaired by a Member of the Board of Directors, appointed by the President, who may select a co-chair from the Municipal Members on the committee. The ITE Committee vets best practices on ways municipalities can save money and resources.

Section 14. Other Committees. From time to time, the Board of Directors may establish additional Ad Hoc Committees either of the Board or of the membership to assist in the betterment of the League. The membership of these Ad Hoc Committees shall follow the guidelines set forth in Section 1. hereinabove. Additionally, from time to time, the Board of Directors may establish working groups, technical groups, or subcommittees to assist the Standing Committees or Ad Hoc Committees in the fulfillment of their duties, functions and missions. The purpose, membership, duration, and chair appointees of these working groups, technical groups, or subcommittees shall be determined by the Board of Directors at the time of their establishment.

ARTICLE ELEVEN LEAGUE APPOINTMENTS TO COUNTY WIDE, REGIONAL AND STATE COMMITTEES AND BOARDS

Section 1. Appointments. Unless otherwise required by Law, the Board of Directors shall nominate appointees to the County wide, Regional and/or State Boards, Committees, and Authorities as may from time to time be established. Nominations by the Board of Directors, together with any nominations from the floor, shall be voted upon at a Regular Meeting of the Municipal Membership or at a Special Meeting called for that purpose. If the presiding officer is unable to determine the results of a voice vote, then a roll call shall be taken. Weighted voting, as described in these Bylaws, shall not apply to these League appointments.

Section 2. The three (3) District 12 nominations to the Florida League of Cities Board of Directors shall be comprised of the standing current President of the Palm Beach County League of Cities, or designee if approved by the Board of Directors, and two (2) duly elected Municipal Members who have experience with both the Florida League of Cities and Palm Beach County League of Cities, which shall include, but not be limited to, currently sitting on a Florida League of Cities' Committee. If a designee is nominated by the Board of Directors to serve in place of the President, then the designee shall be required to have the same experience with both the Florida League of Cities and Palm Beach County League of Cities as the two (2) duly elected Municipal Member nominees. For members, other than the League President or designee, nominations shall be made by the Board of Directors and shall be voted upon by

the general membership as set forth above. The Board may support nominees for multiple year terms provided that the individual initially seated is in the process of seeking office at the state or national level.

**ARTICLE TWELVE
LEGISLATIVE POLICY
REVIEW AND REMOVAL OF APPOINTEES**

Section 1. Policy. It shall be the policy of the League to support or oppose only legislation, activities, positions, or statement, which affect the welfare of municipalities or their constituencies within Palm Beach County. Any individual appointed by the League to represent its views, shall refrain from asserting a position, which does not comport with the above stated policy. In the event an individual appointed by the League to represent its view asserts a position which does not comport with the above stated policy, that individual shall be removed from the appointed position as set forth below.

Section 2. Review and Removal Procedures. Annually, all League appointees to any and all Boards, Committees and Authorities shall be reviewed by the Board of Directors in order to evaluate the service of all such appointees. In the event that a League appointee asserts a position which does not comport with the stated policy or view of the League or in the event that a committee member or member of the Board of Directors has three (3) unexcused absences (as defined at Article Seven, Section 4. of these By-Laws) from meetings of the board, committee or authority to which he was appointed for the applicable annual term, that individual shall be removed from the position as follows:

- a. League Appointees to Countywide, Regional, and State Committees and Boards: In the event that a League appointee asserts a position which does not comport with the stated policy or view of the League, such appointee shall be removed by majority vote of the Board of Directors. Upon the accumulation of three (3) unexcused absences during an annual term, the applicable seat shall be automatically forfeited; which forfeiture shall be effective upon a letter indicating same sent to the appointee by the Executive Director of the League of Cities.
- b. Board of Directors Appointees: Upon the accumulation of three (3) unexcused absences during an annual term, the applicable seat shall be automatically forfeited; which forfeiture shall be effective upon a letter indicating same sent to the Board Member by the Executive Director of the League of Cities.
- c. Weighted voting, as described in these By-laws, shall not apply to removal of League appointees.

THESE BY-LAWS ARE HEREBY APPROVED BY THE GENERAL MEMBERSHIP OF THE PALM BEACH COUNTY LEAGUE OF CITIES, INC. THIS 25th DAY OF JANUARY, 2017.

ATTEST:



Mo Thornton, Secretary



Robert M.W. Shalhoub, President

(SEAL)





Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Action taken this _____ day of _____, 2024

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature (SEAL)*

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Chad Girard, P.E, Public Works Director
DATE: April 11, 2024
SUBJECT: **Stormwater Master Plan Update**

The Village of North Palm Beach draft stormwater master plan has been completed.

The draft stormwater master plan included an intense amount of data gathering, numerous modeling efforts for today and future scenarios, water quality improvements, along with a number of capital improvement projects that will set the Village up to have a detailed plan that will be able to be updated in the future as additional data is available.

Hazen and Sawyer will be providing and update on the work that they have completed and the next steps in the process.

Hazen



Stormwater Master Plan Modeling and Design Implementation

Village Council
Stormwater Master Plan Update
April 11, 2024



Meeting Agenda

- Stormwater Master Plan (SWMP) Update - Planning
 - General Analysis
 - Flooding Results & Level of Service Analysis
 - Recommended Projects & Programs
 - Funding & Financing
 - SWMP Finalization - Phase 1
 - *Community Awareness, Stakeholder Communication Plan, and Outreach*
- Next Steps
 - Vulnerability Assessment (VA)
 - SWMP Implementation
- Open Discussion & Questions

Stormwater Master Plan (SWMP) Update - Phase 1



Stormwater Master Plan Report and Dashboard



**Village of North Palm Beach
Stormwater Master Plan**

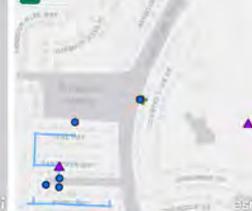
DRAFT
Contract No. 102022/102259
Hazen No. 45107-003
December 18, 2023



VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

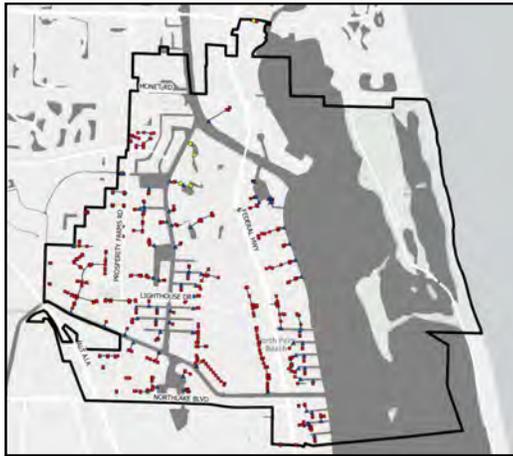
Stormwater Master Plan CIP Summary

Hazen **DRAFT**

VILLAGE OF NORTH PALM BEACH CAPITAL IMPROVEMENTS PROGRAM FY2024 - FY2028		Project ID CIP 1-01
PROJECT INFORMATION		
Project Name:	Laurel Road Stormwater Improvements	
Department/Division:	Public Works	Project Manager: TBD
Strategic Plan Performance Area(s):	TBD	
Project Location:	Laurel Road	
Project Description:	Add new drainage infrastructure (drainage structures, exfiltration trenches, drainage pipes, tidal valve) that both outfalls to Earman River and connects to the existing stormwater system at the Laurel Road/Cinnamon Road intersection.	
Need, Justification, Benefit:	Routine nuisance flooding occurs along portions of Laurel Road and Laurel Court. Benefits include localized relief of driveway and road flooding, additional outfall, and water quality treatment.	
Applicable Grant/Funding Source(s):	Resilient Florida Grant Program (Planning), Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Building Resilient Infrastructure Communities (BRIC), Resilient Florida Grant Program (Implementation), 319 Nonpoint Source Grant Program	
Design Start Fiscal Year:	TBD	Construction Start Fiscal Year: TBD
Location & Area Map		Project Graphic
		
Description of Utility, Landscaping, and Other Maintenance Costs: Maintenance costs anticipated are standard for stormwater infrastructure.		



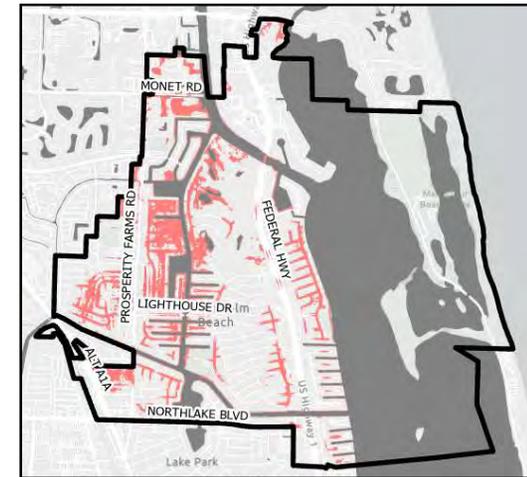
General Analysis



Village's Stormwater Geodatabase (GIS) includes nearly 500 stormwater structures and 50,000 LF of stormwater pipe.



Hydraulic and Hydrologic Modeling Schematic (ICPRv4)

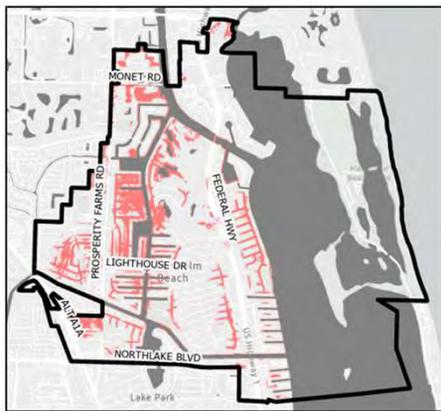


Flood Depth Maps (GIS)

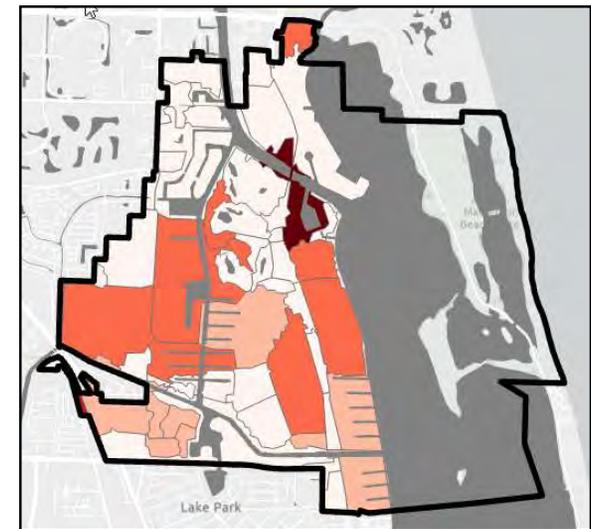
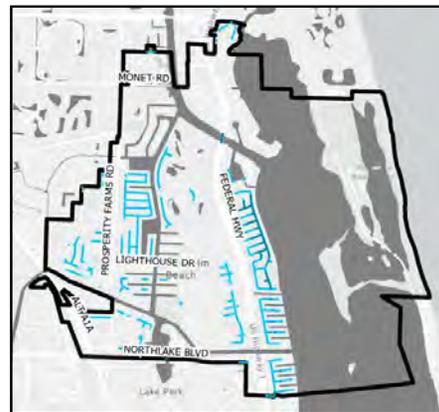


Flooding Results & Level of Service Analysis

- Modeling results show flooding relative to the Village's critical facilities.
- Level of service analysis performed to identify the most vulnerable areas of the Village to prioritize improvements.



Modeling Results



Level of Service



Recommended Projects & Programs

Capital Improvement Projects

- Specific Drainage Improvements
- Water Quality Improvements

Recurring Programs

- Tidal Valve Installation Program
- Swale Rehabilitation Program
- Asset Cleaning, Inspection, Pipe Rehabilitation and Maintenance Program

Project and program specifics are detailed in the dashboard.



Funding & Financing

- Eligible or Possible Grants
 - Resilient Florida Grant Program (Planning)
 - Hazard Mitigation Grant Program (HMGP)
 - Flood Mitigation Assistance (FMA)
 - Building Resilient Infrastructure and Communities (BRIC)
 - Resilient Florida Grant Program (Implementation)
 - 319 Nonpoint Source Grant Program
- Village will pursue eligible grants for projects and programs to help minimize stormwater utility assessment charges to property owners.



SWMP Finalization, Phase 1



Community Awareness, Stakeholder Communication Plan and Outreach



- Communication to address:
 - Village Goals and Objectives
 - Community Awareness Team and Responsibilities
 - Stakeholder Analysis
 - Key Messages
- Opportunity for stakeholders to learn about efforts the Village is undertaking to:
 - reduce flooding,
 - improve water quality, and
 - improve overall stormwater management.
- Quarterly or semi-annual updates will be implemented for the Public
- Frequency of updates will mimic the progression of the Stormwater Program





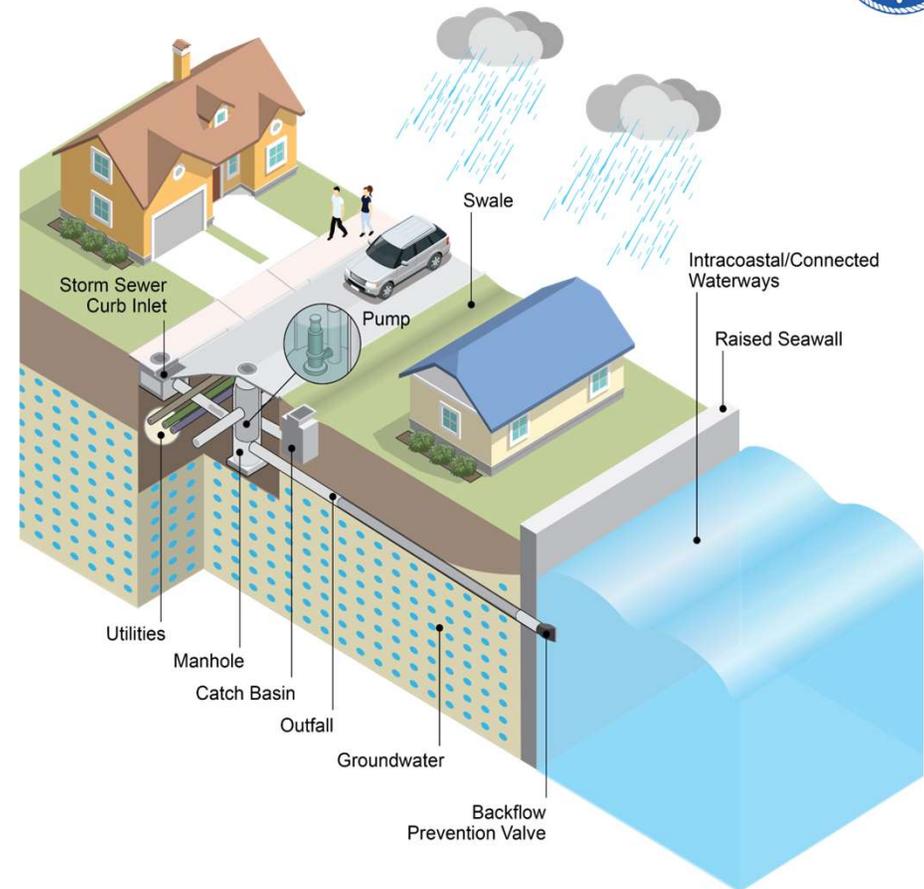
Next Steps

Vulnerability Assessment (VA)

VA is required to be in compliance with F.S. 380.093 and for recommended CIPs to be eligible for Resilient Florida Grant Program funds.

Stormwater Master Plan - Implementation

Detailed Design, Permitting, Bidding and Construction of Project Specific CIPs





Open Discussion & Questions