



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, APRIL 28, 2022
7:00 PM

Deborah Searcy
Mayor

David B. Norris
Vice Mayor

Susan Bickel
President Pro Tem

Darryl C. Aubrey
Councilmember

Mark Mullinix
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

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

<https://us02web.zoom.us/j/84580707202?pwd=bDFwR0pLSHRaakdhYzhhZ3J1THpkUT09>

Meeting ID: 845 8070 7202

Passcode: 078712

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 845 8070 7202

Passcode: 078712

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

1. Proclamation - Municipal Clerks Week

APPROVAL OF MINUTES

2. Minutes of the Regular Session held April 14, 2022

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

3. **INTERVIEWS WITH APPLICANTS TO VILLAGE BOARDS AND COMMITTEES**

4. **RESOLUTION** Appointing Members to Village Boards and Committees

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

5. **1ST READING OF 2022-10 – CODE AMENDMENT – DEFINITION OF DWELLING UNIT** Consider a motion to adopt on first reading Ordinance 2022-10 amending Article I, "In General," of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-2, "Definitions," to modify the definition of the term dwelling unit.

6. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-08 – GENERAL FUND BUDGET AMENDMENT FY 2022** Consider a motion to adopt and enact on second reading Ordinance 2022-08 amending the adopted General Fund Budget for Fiscal Year 2022 to classify the total amount financed for Village vehicles as Capital Outlay and to transfer NET Income from the General Fund Unassigned Fund Balance to the Capital Improvement Plan Fund; and authorizing execution of the Amendments.

7. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-09 – CODE AMENDMENT – RESIDENTIAL ZONING REGULATIONS** Consider a motion to adopt and enact on second reading Ordinance 2022-09 implementing the recommendations of the Ad Hoc Committee; amending Article V, "Stormwater Management," of Chapter 21, "Planning And Development," by amending Section 21-67, "Post Development Runoff Rates, Volumes And Pollutant Loads," to impose specific requirements applicable to postdevelopment runoff and amending Section 21-70, "Water Quality," to provide standards for construction site runoff; amending Article I, "In General," And Article III, "District Regulations," of Appendix C (Chapter 45) by Amending Section 45-2, "Definitions," to define the terms average elevation and landscaped area and Section 45-27, "R-1 Single-Family Dwelling District," to regulate the height of two-story structures, require a minimum landscaped area, and limit the width of driveways in swale areas; extending the Zoning In Progress relating to second-story floor area for an additional six months.

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.

- 8. RESOLUTION** – Approving an Interlocal Agreement with Palm Beach County for the use of grant funds for Emergency Medical Services Equipment at a total cost of \$3,702.50; and authorizing execution of the Agreement.
- 9. RESOLUTION** – Declaring eight Kubota Solid Waste Collection vehicles as surplus property and authorizing their disposal.
- 10. RESOLUTION** – Approving a proposal from Engenuity Group, Inc. for professional engineering services associated for development of two conceptual designs for the reconstruction of the Lighthouse Drive Bridge at a total cost of \$91,288; authorizing execution of all required documents; and authorizing a budget amendment to fund the expenditure.
- 11.** Receive for file Minutes of the Golf Advisory Board meeting held 3/21/22.

OTHER VILLAGE BUSINESS MATTERS

- 12. MOTION** – Appointment of Auditor Selection Committee and appointment of member of Village Council to serve on and Chair the Auditor Selection Committee.
- 13. RESOLUTION – VILLAGE HALL CHILLER PURCHASE** Consider a motion to adopt a resolution approving the purchase of a new chiller and air handler from Carrier Corporation for Village Hall at a total cost of \$194,159.50; and approving a budget amendment to fund the purchase.
- 14. RESOLUTION – ANCHORAGE PARK PLAYGROUND EQUIPMENT REPLACEMENT** Consider a motion to adopt a resolution approving a proposal from Advanced Recreational Concepts, LLC (ARC) and a proposal from Playspace Services, Inc. to remove and replace the Anchorage Park Playground at a total cost of \$438,063.19; authorizing execution of the Contracts; and approving a budget amendment to fund the purchase.
- 15. DISCUSSION** – Strategic Priorities for Fiscal Year 2023

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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



***DRAFT* MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
APRIL 14, 2022**

Present:

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

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were physically present except for Councilmember Bickel who attended via internet connection. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

The Minutes of the Regular Session held March 24, 2022 were approved as written.

STATEMENTS FROM THE PUBLIC

Diane Smith, 37 Yacht Club Drive, expressed her concerns with the proposed 200 Yacht Club Drive Planned Unit Development.

Bob Starkie, 36 Yacht Club Drive, expressed his concerns with the density allowance for the proposed 200 Yacht Club Drive Planned Unit Development. Mr. Starkie asked Council when the issue would be addressed. Mr. Starkie also stated that the Lighthouse Bridge needed to be repaired.

Chris Ryder, 118 Dory Road S, expressed his concerns with a proposed project at the Anchorage Park north canal that was contradictory to the scope of work for engineering and design services that was approved through Resolution 2020-64. Mr. Ryder also expressed his concerns with the proposed 200 Yacht Club Drive Planned Unit Development.

Deborah Cross, 2560 Pepperwood Circle S, expressed her concerns with the use of pesticides at the North Palm Marina.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

Mayor Searcy stated that Councilmember Bickel requested that Ordinance 2022-09 Code Amendment – Residential Zoning Regulations be the first ordinance heard under public hearing. Mayor Searcy asked Council if there were any objections. There were no objections from Council.

ORDINANCE 2022-09 CODE AMENDMENT – RESIDENTIAL ZONING REGULATIONS

A motion was made by Councilmember Aubrey and seconded by Vice Mayor Norris to adopt on first reading Ordinance 2022-09 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, IMPLEMENTING THE RECOMMENDATIONS OF THE AD HOC COMMITTEE; AMENDING ARTICLE V, “STORMWATER MANAGEMENT,” OF CHAPTER 21, “PLANNING AND DEVELOPMENT,” BY AMENDING SECTION 21-67, “POST DEVELOPMENT RUNOFF RATES, VOLUMES AND POLLUTANT LOADS,” TO IMPOSE SPECIFIC REQUIREMENTS APPLICABLE TO POSTDEVELOPMENT RUNOFF AND AMENDING SECTION 21-70, “WATER QUALITY,” TO PROVIDE STANDARDS FOR CONSTRUCTION SITE RUNOFF; AMENDING ARTICLE I, “IN GENERAL,” AND ARTICLE III, “DISTRICT REGULATIONS,” OF APPENDIX C (CHAPTER 45) BY AMENDING SECTION 45-2, “DEFINITIONS,” TO DEFINE THE TERMS AVERAGE ELEVATION AND LANDSCAPED AREA AND SECTION 45-27, “R-1 SINGLE-FAMILY DWELLING DISTRICT,” TO REGULATE THE HEIGHT OF TWO-STORY STRUCTURES, REQUIRE A MINIMUM LANDSCAPED AREA, AND LIMIT THE WIDTH OF DRIVEWAYS IN SWALE AREAS; EXTENDING THE ZONING IN PROGRESS RELATING TO SECOND-STORY FLOOR AREA FOR AN ADDITIONAL SIX MONTHS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Bill Whiteford, Chairman of the Residential Code Ad Hoc Committee discussed and explained how the Committee came up with the recommendations that were being brought forward for consideration in the proposed ordinance.

Community Development Director Jeremy Hubsch began a presentation on the history of the proposed zoning in progress and explained and discussed in further detail the recommendations brought forward by the Residential Code Ad Hoc Committee. Mr. Hubsch discussed the timeline and next steps. Mr. Hubsch presented questions on what other code provisions should be evaluated. Mr. Hubsch reviewed a timeline showing the beginning of zoning in progress recommendations to finalizing the code update by the summer or fall of 2022. Mr. Hubsch reviewed the adopted zoning in progress standards which were as follows: 1) All new one-story homes are to have thirty-five (35%) minimum landscaped area, and are to provide a landscaped area of fifty percent (50%) in the required setback. 2) All homes are limited to thirty feet (30’) in height for flat roofs and thirty-five feet (35’) for all other roof types, including gable, hip, gambrel, and shed roofs. 3) The floor area of the second story of a single-family home is limited to seventy-five percent (75%) of the floor area of the first story.

Mr. Hubsch discussed ambiguous code language pertaining to water quality and a possible solution. Mr. Hubsch reviewed and discussed the adopted required minimum landscape area and proposed zoning in progress landscaping standards. Mr. Hubsch reviewed and explained a Peer City Analysis and reviewed and gave examples of homes within the Village that were currently zoning in progress compliant and not zoning in progress compliant.

ORDINANCE 2022-09 CODE AMENDMENT – RESIDENTIAL ZONING REGULATIONS
continued

Mr. Hubsch continued with discussing the allowed driveway width in swales, the adopted zoning in progress building height and proposed building height. Mr. Hubsch explained how the building height was measured and reviewed examples of homes within the Village and their heights. Mr. Hubsch reviewed the current runoff code and proposed runoff code. Mr. Hubsch concluded by stating that at its March 22, 2022 meeting, the Ad Hoc Committee voted 4-3 to make the building height thirty feet for all roof types. Two of the dissenting members wanted the height to be thirty-two feet and the other wanted it to be thirty-five feet. The members voted 6-1 to adopt the minimum landscape standards as drafted. The dissenting member felt the front yard restriction of 50% is too onerous. The members all supported the changes to the stormwater management code. The Planning Commission voted 6-0 to recommend approval of the Ad Hoc Committee recommendations.

John Samadi, 512 Marlin Road, expressed and discussed his concerns with the proposed residential zoning regulations ordinance.

Chris Ryder, 118 Dory Road S, expressed his concerns with Dover, Kohl and Spikowski and asked why they did not address the residential code when they did their consulting work with the Village.

Cory Cross, 2560 Pepperwood Circle S, stated that based on his experience as an architect, the proposed residential code was a very reasonable code and was not overly restrictive.

Councilmember Mullinix expressed concern that the proposed code was incentivizing single story homes and not two story homes. Councilmember Mullinix stated that the minimum landscape requirements should be the same for single and two story homes.

Councilmember Aubrey stated that the proposed code was reasonable and was consistent with neighboring communities. Any issues with the code could be revisited in the future.

Vice Mayor Norris stated that he was also concerned with the de-incentivizing of two-story homes. Vice Mayor Norris stated that overall the proposed code was reasonable with the one exception.

Mayor Searcy asked for clarification on the term “decorative rock” in the code.

Attorney Rubin explained that it was an inclusive term that included gravel and mulch.

Mayor Searcy asked if the Ad Hoc Committee discussed roof top decks.

Mr. Hubsch stated that roof top decks were not discussed but that it could be discussed and addressed in the future.

Discussion ensued regarding roof top decks, collector roads and driveway calculations for corner lots.

Vice Mayor Norris asked the code could be changed to make the landscape minimum standards the same for single and two-story homes.

Mayor Searcy asked Mr. Whiteford to explain the reasoning behind the difference between the landscape minimum standards for single and two-story homes.

ORDINANCE 2022-09 CODE AMENDMENT – RESIDENTIAL ZONING REGULATIONS
continued

Mr. Whiteford explained that single story homes were lower and more spread out versus two-story homes which were vertical and would have more space for landscaping. Mr. Whiteford explained that it was not a matter of incentivizing.

Discussion ensued between Council regarding the landscape minimum standards for single versus two-story homes.

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to amend Ordinance 2022-09 to make the minimum landscape requirements the same for single story and two-story homes.

Thereafter, the motion to amend Ordinance 2022-09 to make the minimum landscape requirements the same for single story and two-story homes passed 3 to 2 with Vice Mayor Norris, Councilmember Aubrey and Councilmember Mullinix voting aye and Mayor Searcy and President Pro Tem Bickel voting nay.

Discussion ensued between Council and staff regarding providing waivers for u-shaped driveways and special circumstances where the total landscaped area may be slightly over the allowance.

Thereafter the motion to adopt amended Ordinance 2022-09 on first reading passed unanimously.

Mayor Bickel left the meeting at 8:17 p.m.

ORDINANCE 2022-08 GENERAL FUND BUDGET AMENDMENT

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Norris to adopt on first reading Ordinance 2022-08 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET FOR FISCAL YEAR 2022 TO CLASSIFY THE TOTAL AMOUNT FINANCED FOR VILLAGE VEHICLES AS CAPITAL OUTLAY AND TO TRANSFER NET INCOME FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO THE CAPITAL IMPROVEMENT PLAN FUND; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained the purpose of the ordinance was to approve a budget amendment for approved vehicle financing agreements and the use of NET income in the General Fund for capital improvements. Mr. Lukasik stated that the vehicle lease agreements were already approved by Council. The budget amendment would record the lease agreements as capital outlay and would solidify the direction of Council to use NET income from Fiscal Year 2021 and bring it into the current Fiscal Year to use for certain capital improvements.

Thereafter, the motion to adopt on first reading Ordinance 2022-08 passed with all present voting aye.

ORDINANCE 2022-05 CODE AMENDMENT – YEAR-ROUND IRRIGATION CONSERVATION MEASURES

A motion was made by Vice Mayor Norris and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2022-05 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 19, “OFFENSES AND MISCELLANEOUS REGULATIONS,” OF THE VILLAGE CODE OF ORDINANCES BY REPEALING ARTICLE IX, “WATER SHORTAGE EMERGENCIES,” AND ADOPTING A NEW ARTICLE IX, “YEAR-ROUND IRRIGATION CONSERVATION MEASURES;” PROVIDING FOR A PURPOSE AND FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR CONSERVATION REGULATIONS; PROVIDING FOR VIOLATIONS AND ENFORCEMENT; PROVIDING FOR VARIANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the South Florida Water Management District requested that the Village adopt the Year-Round Landscaping Irrigation Conservation Measures applicable within Palm Beach County. Mr. Rubin stated that the only change that was made from first reading was that the effective date of the irrigation regulations was pushed back ninety (90) days in order to allow sufficient time for public outreach and education.

Deborah Cross, 2560 Pepperwood Circle S, recommended that residents have more ecologically friendly landscaping that required less watering.

Mayor Searcy asked if the Village was in compliance with the irrigation regulations.

Public Works Director Chuck Huff stated that the Village was in compliance with irrigation regulation except for certain areas such as the Country Club.

Mr. Rubin explained that the Village was not required to comply with the irrigation regulations for the Country Club golf course and any athletic fields. The medians were required to comply.

Thereafter, the motion to adopt and enact on second reading Ordinance 2022-05 passed with all present voting aye.

ORDINANCE 2022-06 CODE AMENDMENT – FIREFIGHTERS PENSION PLAN

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2022-06 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING DIVISION 4, “PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES,” OF ARTICLE V, “PENSIONS AND RETIREMENT SYSTEMS,” OF CHAPTER 2, “ADMINISTRATION,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, “CREATION OF TRUST AND DEFINITIONS,” SECTION 2-161, “BENEFIT AMOUNTS,” AND SECTION 2-163, “CONTRIBUTIONS,” TO MODIFY THE MAXIMUM CAP ON BENEFITS AND THE EMPLOYEE CONTRIBUTION FOR FIREFIGHTER MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-06 CODE AMENDMENT – FIREFIGHTERS PENSION PLAN *continued*

Mr. Lukasik explained the purpose of the ordinance. The ordinance would amend the current code to increase the cap on benefits received by employees in the Collective Bargaining Unit from seventy-five percent (75%) to eighty percent (80%) and also allowed for increased employee contributions from seven percent (7%) increasing by one-half percent over an incremented time frame beginning September 30, 2022 and ending September 30, 2024.

Thereafter, the motion to adopt and enact on second reading Ordinance 2022-06 passed with all present voting aye.

ORDINANCE 2022-07 CODE AMENDMENT – PARKING REGULATIONS FOR VICINITY OF LAKESIDE PARK

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Norris to adopt and enact on second reading Ordinance 2022-07 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, “STOPPING, STANDING AND PARKING,” OF CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 18-34.1, “VEHICLE, TRAILER OR BOAT PARKING PROHIBITED UPON PAVED OR UNPAVED AREA OF ROAD RIGHT-OF-WAY OF SPECIFIC ROADWAYS,” TO MODIFY THE PARKING REGULATIONS IN THE VICINITY OF LAKESIDE PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that the code amendment would extend restrictions to on-street parking within the vicinity of Lakeside Park to beyond weekends and holidays and would reduce the number of streets impacted and provide for exceptions for neighborhood residents and their guests through the use of a Village issued pass.

Thereafter, the motion to adopt and enact on second reading Ordinance 2022-07 passed with all present voting aye.

CONSENT AGENDA APPROVED

Item 8 was removed from the Consent Agenda and placed on the Regular Agenda. Thereafter, the Consent agenda, as amended was approved with all present voting aye. The following items were approved:

Motion accepting the ranking by the Selection Committee for Stormwater Master Plan Modeling and Design Implementation Continuing Services Contract and authorizing staff to commence negotiation of an Agreement with Hazen and Sawyer.

Resolution approving a Blanket Purchase Order for the Public Works Department with GT Supplies, Inc. in the total amount of \$50,000 for dumpster repairs.

Resolution amending the Comprehensive Pay Plan adopted as part of the Fiscal Year 2022 Budget to eliminate two full-time Solid Waste Driver/Operator positions and add two full-time Solid Waste Collector positions with the Public Works Department.

Resolution accepting proposals from Pantropic Power, Inc. for repairs to the Public Safety generator and rental of a standby generator in the amount of \$35,497.50; and authorizing execution of the Contract.

CONSENT AGENDA APPROVED *continued*

- Receive for file Minutes of the Planning Commission meeting held 2/1/22.
- Receive for file Minutes of the Environmental Committee meeting held 2/7/22.
- Receive for file Minutes of the Library Advisory Board meeting held 2/22/22.
- Receive for file Minutes of the Planning Commission meeting held 3/1/22.
- Receive for file Minutes of the Recreation Advisory Board meeting held 3/15/22.
- Receive for file Minutes of the Library Advisory Board meeting held 3/22/22.
- Receive for file Minutes of the Audit Committee meeting held 4/6/22.

RESOLUTION 2022-25 – BUILDING INSPECTION SERVICES CONTRACT

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to adopt Resolution 2022-25 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT WITH HY-BYRD INCORPORATED TO PROVIDE BUILDING INSPECTION SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING AGREEMENT WITH THE TOWN OF PALM BEACH AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

John Samadi, 512 Marlin Road, stated that he hoped the contract for building services would be temporary and that the Village would soon hire staff to perform building inspection services. Mr. Samadi expressed concerns regarding quality of inspections and comments made by inspectors and stated that the Village should expect high quality and highly qualified building inspectors.

Mayor Searcy apologized for any comments or poor quality inspections that may have been performed in the past and asked Mr. Hubsch when in house staff could be expected to be hired.

Mr. Hubsch explained that in-house staff was preferred. The Community Development Department currently has an in-house Building Official and an electrical inspector. One new high level inspector was recently hired and staff was optimistic that the inspector will remain. Mr. Hubsch explained that it was very difficult in the current market to find and hire high quality building inspectors.

Thereafter, the motion to adopt Resolution 2022-25 passed with all present voting aye.

RESOLUTION 2022-29 – PBA COLLECTIVE BARGAINING AGREEMENT

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Norris to adopt Resolution 2022-29 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE POLICE BENEVOLENT ASSOCIATION OF PALM BEACH COUNTY, INC. AND AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2022-29 – PBA COLLECTIVE BARGAINING AGREEMENT *continued*

Mr. Lukasik stated that negotiations took place between the Village and the Police Benevolent Association which represents employees in the Village’s Police Department. The negotiations included minor changes to the agreement. Mr. Lukasik discussed and explained the changes to bereavement leave, sick leave, paid holidays, take home vehicles, pension and wages. Mr. Lukasik discussed and explained the cost impacts.

Chief Jenkins thanked Manager Lukasik and Council for a collegial and productive negotiation process.

Thereafter, the motion to adopt Resolution 2022-29 passed with all present voting aye.

MOTION – Designation of voting delegate and alternates for the Palm Beach County League of Cities

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to designate Mayor Searcy as voting delegate and appointing all councilmembers not serving as voting delegate to serve as alternate voting delegates for the Palm Beach County League of Cities.

Thereafter the motion passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Mullinix expressed concerns about the assessment that was received for electrical undergrounding. Councilmember Mullinix recommended having a peer review of the assessment.

Mayor Searcy asked staff to address Mrs. Cross’s comments regarding pesticide use to kill weeds within the Village.

Mayor Searcy wished luck to Head Golf Professional Allan Bowman as he plays at the Honda Classic Cares Play Yellow Birdie Bash taking place on April 18th. The proceeds from the event will be shared between Nicklaus Children’s Health Care Foundation in support of Nicklaus Children’s Hospital in Miami, as well as the South Florida PGA Foundation.

Mayor Searcy thanked staff for all their hard work on the wonderful Heritage Day Festival and Village Art Show.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:54 p.m.


Jessica Green, MMC, Village Clerk

APRIL 28, 2022 APPLICANT INTERVIEWS FOR VILLAGE BOARDS

NAME	BOARD(S)		
Brian Bartels	1. Environmental Committee	2. Planning Commission	
Valerie Hannah	1. Planning Commission	2. Waterways Board	
Lauren Hopkins	1. Planning Commission	2. Environmental Committee	
Christopher McDermott	1. Waterways Board		
Karen O'Connell	1. Golf Advisory Board		
Kathleen Porter	1. Library Advisory Board		
Megan Sease	1. Recreation Advisory Board		
Michael Weild	1. Recreation Advisory Board		
Paul Czerniak	<i>Unable to attend meeting, due to traveling out of town</i>	1. Recreation Advisory Board	2. Waterways Board
John Taylor	<i>Unable to attend meeting, due to traveling out of town</i>	1. Environmental Committee	

From: noreply@civicplus.com
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Subject: Online Form Submittal: Board Application Form
Date: Friday, April 15, 2022 3:54:31 PM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 4/15/2022

First Name Brian

Last Name Bartels

Home Address 749 Cinnamon Road

Address2 *Field not completed.*

City North Palm Beach

State Florida

Zip 33408

Primary Phone Number 5617972546

Home Phone Number *Field not completed.*

Email Address brianebartels@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 6 years: 2014-2019 and 2021 to Present

Yes

Registered Voter

Personal Information

Board and Committee Information [Summary of Board and Committee requirements and duties](#)

Board or Committee Environmental Committee

Alternate Board or Committee Planning Commission

Why are you interested in serving on this Board? I believe my education, professional experience, and volunteer experience would

Volunteer experience I currently serve as Secretary of Habitat Young Professionals of Palm Beach County since 2020. I also serve as a STEM Mentor with the Mentee on the Move Program since 2019.

Do you currently serve on a Village Board? No

Financial Disclosure [Form 1](#)

Ethics Training [PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation Senior Environmental Specialist

Resume Attached? Yes

Upload your resume here [BB_Resume_4.15.22.docx](#)

Business Address 700 Universe Blvd

Business Phone Number 561-529-7064

Business Email brian.bartels@nexteraenergy.com

Education and/or Experience I earned a B.S. in Forest Resources & Conservation from the University of Florida in 2015. I am currently employed as a senior environmental specialist with NextEra Energy Resources where I support the siting, permitting and financing of utility scale solar farms.

Areas of Special
Interest or Additional
Information

Field not completed.

Education and Professional Experience

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BRIAN BARTELS

749 Cinnamon Rd. North Palm Beach, FL 33408

561-797-2546 / brianebartels@gmail.com

EDUCATION

University of Florida, Gainesville, FL

Aug. 2011-Dec. 2015

- Bachelor of Science in Forest Resources and Conservation
- Minor in Agricultural & Natural Resource Law

Graduated: Dec. 2015

EXPERIENCE

NextEra Energy Resources, Juno Beach, FL

Nov. 2016 -Present

Senior Environmental Specialist

- Support competitive proposals, acquire permits, complete risk assessments, conduct due diligence, and advise multidisciplinary teams on environmental risk and permitting strategies
- Coordinate closely with development teams, environmental peers, and external consultants to obtain all required federal, state, and local environmental licenses, permits, and approvals for development
- Employ advanced oral and written communication skills as well as analysis, problem solving, compliance, leadership, and process efficiency skills for project development

Florida Forest Service, Dunnellon, FL

June 2016- Aug.2016

Park Services Specialist, Goethe State Forest

- Systematically collected forest inventory data and forest information for assessment and analysis
- Delineated state forest property boundary markings and restored existing boundary markings
- Inspected forest stands and marked trees to be harvested for timber production

Society of American Foresters, Bethesda, Maryland

Jan. 2016-May 2016

Henry Clepper Forest Policy Intern

- Prepared background reports on natural resource/forest policy issues and programs
- Monitored environmental & natural resource legislation developing in Congress
- Acted as a liaison to partner organizations on behalf of SAF
- Published articles in SAF's monthly journal, *The Forestry Source*

INVOLVEMENT & LEADERSHIP

Habitat Young Professionals of Palm Beach County, West Palm Beach, FL

2020-Present

Secretary

- Organize volunteer events, including Habitat Home Builds in Belle Glade, Jupiter, and West Palm Beach
- Execute fundraising events to support Habitat for Humanity Palm Beach County mission
- Facilitate networking events for young industry and local community leaders

Mentees on the Move, West Palm Beach, FL

2019-Present

Mentor

- Facilitate age-appropriate STEM activities and experiments with assigned mentee elementary student
- Improve the STEM pipeline by developing a positive and respectful mentoring relationship and inspiring the next generation of leaders to positively influence our community



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 APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Paul Czerniak HOME PHONE 561-626-0037

ADDRESS 729 Jacana

OCCUPATION Professional BUSINESS PHONE 561-281-039

BUSINESS ADDRESS 1100

E-MAIL ADDRESS (optional) goallout@yahoo.com

Resume attached? (optional) Yes No Brief Description of Education/Experience

See

Are you a registered voter? Yes No Do you live here year-round or seasonally?

How long have you lived in North Palm Beach? since

Please list any current or prior experience as a volunteer on a board, committee, association, etc. ASME president chapter 2001 and tresurer 2002-04, PAC for FPL 2020, member NSPE (National Society of Professional Engineers)

Do since 1995 to current, committee member for bxc scouts troop 155, coach for NPB/PBG football,

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|---|---|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <u>2</u> <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <u>1</u> <input type="checkbox"/> Recreation Advisory Board |
| <u>4</u> <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <u>3</u> <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

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

Why are you interested in serving on this board? I have always tried to give back to the community and love the area. With the growth in the area continuing to climb I would like to be part of how that is

Signature Paul Date 4/3/22

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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.

Paul Czerniak II, P.E.
729 Jacana WPB, 33408
(561) 281-0393 Mobile
E-mail: goalloutt@yahoo.com

OBJECTIVE: Secure a responsible full-time engineering position to fully utilize my experience, training and skills while making a significant contribution to the success of the company.

EXPERIENCE:

Power Systems Manufacturing, Jupiter Office

4/12 – Present

Lead Program Manager for Aerospace Division: Responsible for providing overall program management direction of all aerospace projects and programs. This includes development of all tenders, financial evaluations to set price versus cost, and final order execution. In addition, maintain financial and technical metrics to ensure the aerospace division is profitable and meeting year end goals. PSM leadership to address and come up with plans increase

NEXtera Energy, Juno Beach Office

3/10 – 3/20

General Manager: Responsible for combustion and steam turbine operations, outages, logistics, budgets and upgrades for NEXtera. The NEE fleet is delivering 24GW of power to the Florida grid. Under my leadership my team of 30 engineering experts successfully met our safety, performance, budgets and forced outage goals. The fleet includes diverse technologies; General Electric, Mitsubishi, Toshiba and Siemens. **2/18 - Present**

Technical Staff “Chief” Engineer: Member of Staff Engineering Council responsible for directing and managing technical goals and programs for the all of engineering. I was responsible for the development of the WIKI trouble shooting program, REDI rotational program for new engineers and the SEED program for development of technical expertise in the organization. Our objective was to increase the capability of our workforce to be the best in the industry. **1/16-2/18**

Technical Services Manager: Managed 6 member logistics team to deliver comprehensive 5yr outage CT parts plan and budgets for 99 units. Managed work with OEM’s to determine new parts buys and repairs to meet out outage targets and expected budget spends. I was responsible for managing \$280MM of new parts buys and repairs. In addition, I was responsible for new technology project development, NPV analysis and planed installation into the fleet. **3/10-1/16**

Belcan Corporation Engineering, Palm Beach Gardens Office

3/02 – 3/10

Design Discipline Chief for GE Energy Gas Turbine Engines: Responsible for development and training of engineering staff. Developed a “Design Checklist” standard process to ensure all common practices and lessons learned are captured and applied to every GE job. Held weekly meetings to develop staff communications skills and lessons learned. I was the final review sign off on turbine combustion, and compressor tasks for all GE frames before product delivered to the customer. **(6/07 – 3/10)**

Group Leader for Design, Structures and Product Definition Engineers: Responsible for engineering teams day to day work responsibility, reviews, and final sign-off of prints and technical documentation. Responsible for writing proposals and negotiating work scope with customers. Worked on a variety of gas turbine engines and rigs including aerospace and ground base engines for GE (Frames 6, 7 & 9 and LMS100). Experienced in facility design and upgrades, marine product design, validation testing, bench testing and materials development (composites) for multiple customers. Also worked on special projects for VP of Belcan; tested programs to improve design and analysis efficiency for the entire facility and developed a low cost engineering program with local college engineers to compete with low cost customer objectives. **(3/02 – 6/07)**

Turbo Machinery CIPT Leader for Liquid Space Rockets: Successfully managed \$10M turbo machinery development for the COBRA rocket program. Responsible for the technical development, cost and schedule for four turbopumps, 2 Liquid Hydrogen and 2 LOX. Managed 6 project engineers including administration of their performance reviews and had technical influence over 35 other support engineering disciplines. My leadership and management skills was considered the example of how to run and manage programs by our customer, NASA. Under my supervision all our technical objectives were met on time and on schedule. **9/00 - 3/02**

Turbo machinery proposal manager for NASA's new replacement engine for the Space Shuttle responsible for writing the turbomachinery detailed section for this \$250M winning proposal. As part of this effort, my responsibility was to lead a team of engineers to develop technical plans, risk reduction activities, schedule and costs for this competitive bid proposal. **11/99 - 9/00**

CORE Management Program: Selected for a two-year rotation program to develop and strengthen leadership and management skills. The program develops high potential candidates in key areas of the company. My focus areas was manufacturing, program management and reliability areas. **11/97 – 11/99**

Manufacturing Nozzle Flap Cell Leader: Managed 15 union represented workers to manufacture JSF and F119 jet engine nozzles. On a monthly basis, my cell produced four \$2M divergent flaps each month containing over 300 sheet metal and machined parts and over 1000 rivets. (10-month assignment)

Joint Strike Fighters (JSF) Hardware Test Manager: Led team of Engineers to deliver development hardware in support of engine assembly schedule for Lockheed Martin and Boeing JSF new development jet engines. Developed detailed schedules and a part-tracking program based on when the engine assembly required the hardware. Responsible for planning all instrumentation on test engines which included static, dynamic, pressure and capacitance gages and probes. (7-month assignment completed)

Reliability Manager: Developed and implemented a winning proposal for \$9M allocation to support an engine reliability program to reduce fleet customer liability and operational costs. The program reduced Unscheduled Engine Removals (UERs) from 1.7 to 1.0 per thousand with a potential fleet savings of \$50M. Once approved, I defined and implemented a spending plan for manpower, budgeting, and task identification. Lead cross-functional team of engineers to develop sensitivity analyses to best define a WIN/WIN spending plan for both the customer and Pratt & Whitney. (7-month assignment completed)

Senior Design and Structural Analyst: Responsible for engineering design and analysis of highly stressed structures to meet strength, stability, durability, size, cost, and weight requirements. Designed complex parts made from metal alloys, composites and plastics from concept to manufacturing, encompassing a wide range of applications (rocket and jet engines, combustors, turbines, compressors, static and rotating hardware, test rigs, tooling, and instrumentation). Prepared detailed technical substantiation results documents and formal presentations of the results to customers (Airforce, NASA, NAVY). Responsible for saving the company over one million dollars in costs through simplification of complex designs and by understanding manufacturing requirements and assembly concerns. Prepared full detailed design layout drawings of newly designed parts. Considered the local design expert for fan compressor designs which resulted in writing "How to Design" documents for the company. Received patents for two designs. **11/90 – 11/97**

Employee special training:

- | | | | |
|----------------------|---------------------------|---------------|--------------|
| -FE Modeling | -Blueprint Interpretation | -Optimization | -4DX |
| -Investment Castings | -LCF/HCF Analysis | -Mil Specs | -3D Modeling |

Test and Project Engineer: Test/Project engineer responsible for detailed pressure vessel testing and spin testing of strain gauged hardware to determine highly stressed locations. Prepared detailed monthly and yearly cost estimates and schedules for projects under my supervision. Developed detailed test plans and experimental techniques to ensure all contractual requirements were fulfilled. Involved in all aspects of testing hardware including hardware instrumentation and assembly, vendor selection, data interpretation, procurement of test hardware, supervision of technicians and detailed reporting of final test results. **05/88 – 11/90**

EDUCATION: Masters of Business Management, University of South Florida (December 1999)
Masters in Mechanical Engineering, University of Florida (April 1994)
Bachelors in Mechanical Engineering, University of Miami (June 1988)

COMPUTER SKILLS: Mechanical Design – Unigraphics NX, Solid Works
Miscellaneous – Microsoft Office, Mainframe, Workstation Operations, MAXIMO, SAP

PROFESSIONAL AND ACADEMIC HONORS: Registered Professional Engineer (PE# 48882), Green Belt Certified (2016)
COBRA Leadership Award for Winning Proposal (2002), Liquid Space Leadership Award for RL10 B-2 Vent System (2000), P&W Team Leadership Award for JSF Fan Design (1998)
Publications: NASA TECH BRIEFS, July 1991, “Thermal Shock Resistance”
ASME Treasurer 1994 – 1995, West Palm Beach Section
Patents: Low Windage Balance Ring To Reduce Jet Engine Turbulence – Patent: US 6588298
Rotor Balancing Systems for Turbomachinery - Patent: US 8122785 B2
SMARTblade Compressor Blade Health Monitoring – Patent: US 9395270 B2
System for Maintenance and Refurbishment of Related Parts – Patent US 10387832

PERSONAL: PAC 155 boy scout committee member (2018 -2020), PBG soccer, football and baseball coach (2005-2020), English/Spanish, U.S. Citizen

INTERESTS: Inventions, restoring vintage homes & classic automobiles, computers, tennis and golf

REFERENCES: Available upon request

Held Tammy

From: noreply@civicplus.com
Sent: Thursday, March 10, 2022 2:38 PM
To: Held Tammy
Subject: Online Form Submittal: Board Application Form

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

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 3/10/2022

First Name Valerie

Last Name Hannah

Home Address 908 Westwind Drive

Address2 *Field not completed.*

City North Palm Beach

State FL

Zip 33408

Primary Phone Number 7143666054

Home Phone Number *Field not completed.*

Email Address runnamucky@yahoo.com

Village of NPB Resident Yes

Residency *Field not completed.*

Length of residency in NPB 2.5 years

Registered Voter Yes

Personal Information

Board and Committee Information [Summary of Board and Committee requirements and duties](#)

Board or Committee Planning Commission

Alternate Board or Committee Waterways Board

Why are you interested in serving on this Board? I would like to get involved in my community and be of service to the Village.

Volunteer experience Junior League (multiple cities)
American Field Service (student exchange program)

Do you currently serve on a Village Board? No

Financial Disclosure [Form 1](#)

Ethics Training [PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation Teacher

Resume Attached? Yes

Upload your resume here [V Hannah Resume.pdf](#)

Business Address *Field not completed.*

Business Phone Number *Field not completed.*

Business Email *Field not completed.*

Education and/or Experience See attached resume.

Areas of Special Interest or Additional Information *Field not completed.*

Education and Professional Experience

Email not displaying correctly? [View it in your browser.](#)

Valerie Hannah

(714) 366-6054

valeriejhannah@gmail.com

Education

California State University, Fullerton – 2020
Fullerton, California
M.S. in Instructional Design and Technology
Graduated Suma Cum Laude

California State University, Fullerton – 2009
Fullerton, California
M.S. in Education with an emphasis in Reading/Literacy
Graduated Suma Cum Laude

San Francisco State University – 2005
San Francisco, California
B.A. in International Relations
Graduated Magna Cum Laude

Fullerton College – 2002
Fullerton, California
A.A. in Liberal Studies
Graduated with Honors

Professional Experience

Part-time Lecturer, Department of Literacy and Reading Education, 01/2010 – Present
College of Education

California State University, Fullerton

- Reading 290: Critical Reading, Thinking and Literacy (online and face-to-face)
- Reading 201: Academic Reading: Analysis and Strategies
- University Studies 100: Foundations for College Success and Lifelong Learning

Part-time Reading Instructor, Department of Reading, 08/2017 – 08/2020

Assistant Professor, Department of Reading, 07/2014 – 06/2017

School of Language Arts

Long Beach Community College District

- Reading 82: Proficient Reading (online and face-to-face)
- Reading 84: Analytical Reading (online)
- Reading 883: Reading Improvement

Part-time Reading Instructor, Department of Reading, 01/2014 – 05/2014
Humanities Division
Santiago Community College, Rancho Santiago Community College District

- Reading 150: Critical Reading as Critical Thinking

Part-time Reading Instructor, Department of Reading, 01/2010 – 05/2014
Humanities Division
Fullerton College, North Orange County Community College District

- Reading 142: College Reading – Logical Analysis and Evaluation
- Reading 96: Preparation for College Reading
- Reading 56: Developmental Reading

Other Teaching Experience

Training Director, 04/2006 – 08/2008
Norcal Restaurants: T.G.I. Friday's

English Teacher, 06/2002 – 12/2002
Berlitz Language School: Kosice, Slovakia

Department and University/College Service

Social Media Coordinator
California State University, Fullerton
05/2013 – 06/2016

Online Instruction Committee Member
Long Beach City College, Long Beach
08/2014 – 07/2017

Student Learning Outcomes Facilitator
Long Beach City College, Long Beach
01/2015 – 07/2017

Compressed (Acceleration) Courses Committee Member and Instructor
Long Beach City College, Long Beach
08/2014 – 07/2017

Multiple Assessment Measure Committee Member
Long Beach City College, Long Beach
08/2014 – 07/2017

Acceleration Committee Member
Fullerton College
01/2013 – 05/2014

Educational Technology Committee Member
Fullerton College
01/2013 – 05/2014

Conference Presentations

“Using Technology in a Literacy Classroom to Promote Student Engagement.” College Reading & Learning Association 44th Annual Conference, San Diego, California. November 2011.

“Fullerton College’s Transfer Achievement Program.” 2nd National Conference on Supplemental Instruction Conference, Kansas City, Missouri. June 2002.

“Fullerton College’s Transfer Achievement Program.” Conference on College Composition and Communication, Minneapolis, Minnesota. April 2000.

“The Transfer Achievement Program – Students Making Transfer Happen.” 1999 English Council of California Two-Year Colleges Conference, Costa Mesa, CA. October 1999.

Workshop Presentations

Best Practices of Online Instruction. Workshop presented to the faculty of Reading Department at Long Beach City College. Hannah, V. Long Beach, California. April 2020.

An Introduction to WebQuests: An Inquiry-based Pedagogy Using Web 2.0 Technologies Designed to Engage Students. Hannah, V. and Hughes, D. Fullerton, California. October 2013 and May 2014.

Active Reading. Workshops presented to community college students to develop their active reading skills. Hannah, V. Fullerton, California. Fall 2013.

Online Instruction: Collaboration and Resources. Workshop presented to the College of Education faculty of California State University, Hannah, V. Fullerton, California. August 2013.

Using Smart Technology in the Classroom. Workshop presented to the Reading Department faculty of California State University, Hannah, V. Fullerton, California. January 2013.

Study Skills and Time Management Workshops. Workshop presented to students at Fullerton College, Fullerton California. Hannah, V. Fullerton, California. January 2009 – May 2010.

Vocabulary Study Sessions for Reading 56: Developmental Reading. Workshop presented to students at Fullerton College, Fullerton California. Hannah, V. Fullerton, California. August 2008 – May 2009.

Critical Thinking Development Workshops for Reading 142: College Reading – Logical Analysis and Evaluation. Workshop presented to students at Fullerton College, Hannah, V. Fullerton, California. January 2009 – May 2009.

Certifications and Professional Development

FlipGrid in Canvas. California State University, Fullerton (Online), Fall 2020.

Promoting Active Learning Online. The Association of College and University Educators (ACUE) (Online), Summer 2020.

Equity and Justice Summit. Facing History and Ourselves (Online), Summer 2020.

Teaching Remotely: Intermediate Level. California State University, Fullerton (Online), Summer 2020.

Teaching Remotely: Beginner Level. California State University, Fullerton (Online), Summer 2020.

Adjusting Virtual Course Assignments and Projects. California State University, Fullerton (Online), Spring 2020.

OER #1 Introduction to OER (Open Educational Resources) – CSU, Fullerton. Self-paced online course to develop knowledge and skills to implement open educational resources in college classrooms. August 2019.

Universal Design for Learning: AIM #3 Creating Accessible Documents and Presentations – CSU, Fullerton. Four-week online course to develop online instruction skills and best practices. August 2019.

Long Beach City College Online Educator Training Program (Training Waiver Form) – Long Beach City College. Online approval to teach online courses at Long Beach City College. May 2019.

Engagement Tech Tools Webinar – CSU, Fullerton. One day online webinar to develop online instruction skills and best practices. March 2019.

Quality Matters: Independent Applying the QM Rubric (APPQMR): Statewide Systems – Quality Matters Online. Self-paced online course to develop instructional skills and best practices for online instruction. August 2018.

Collaborative Learning Through Classrooms Discussions: IMPACT Certificate Course — CSU, Fullerton. Self-paced online course to develop instructional skills and best practices for student engagement. June 2018.

Incorporating Natural Breaks for Increased Engagement: IMPACT Certificate Course — CSU, Fullerton. Self-paced online course to develop instructional skills and best practices for student engagement. June 2018.

Universal Design for Learning: AIM #2 Universal Design for Learning — CSU, Fullerton. Four-week online course to develop online instruction skills and best practices. October 2017.

Universal Design for Learning: AIM #1 Introduction to Universal Design for Learning— CSU, Fullerton. Four-week online course to develop online instruction skills and best practices. September 2017.

CourseMatch Review – CSU, Fullerton (Quality and Accessibility Review by the Chancellor's Office), Fall 2017.

Teaching Online Program #1: Introduction to Online Teaching — CSU, Fullerton. Four-week online course to develop online instruction skills and best practices. Summer 2017.

Difficult Emotions – Mindful Schools. Six-week online course to learn how emotions effect our brains and therefore our learning. January 2016.

Mindful Educator Essentials – Mindful Schools. Six-week online course to learn how to integrate research-backed Mindful School Curriculum into community college classroom to support student success. May 2016.

Mindfulness Fundamentals – Mindful Schools. Six-week online course to learn the basics of mindfulness. A prerequisite for other courses, this course focused on establishing a personal mindfulness practice to be practiced in the context of education. October 2015.

Critical Teaching in Action Conference: Teaching, Technology and Social Justice. Mount St. Mary's College Los Angeles, California. March 2013.

Humanities Division/Reading Department Student Learning Objective Assessment Activity. Fullerton College. October 2012 and April 2010.

Orange County Regional Acceleration Meeting. Fullerton, California. February 2012.

College Reading & Learning Association: 44th Annual Conference. San Diego, California. November 2011.

Developmental Education Conference – Parachutes & Ladders X: Celebrating Student Engagement. Mt. San Antonio College, Walnut, California. May 2011.

The Eureka Experience! Instructional Techniques that Encourage It. Fullerton College, Fullerton, California. February 2011.

Basic Skills Adjunct Training Program. Fullerton College. Fullerton, California. December 2010.

The Brain that Wouldn't Die: Unwire, Move and Stay Connected in the Classroom. Fullerton College. Fullerton, California. October 2010.

Effective Teachers of Urban Students: The Gangsta-Wanksta-Rida Program. Fullerton College. Fullerton, California. September 2010.

Brain Compatible Classroom. Fullerton College. Fullerton, California. April 2010.

Humanities Division/Reading Department Student Learning Objective Assessment Activity. Fullerton College. Fullerton, California. April 2010.

Millennial Mind Part II Seminar. Fullerton College. Fullerton, California. March 2010.

Generation1.5 Training. Fullerton College. Fullerton, California. March 2010.

Creating an Atmosphere for Motivating and Retaining Students. Fullerton College. Fullerton, California. November 2009.

Empowering Students to Get On Course Training. Fullerton College. Fullerton, California. October 2009.

Basic Skills Initiative Workshop. Fullerton College. Fullerton, California. September 2009.

Orange County Reading Association Conferences. Attended conferences in Fall 2008. Fall, 2009, Spring 2009 conferences in Orange, California.

Reading Educators Guild Spring Breakfast. Attended Spring 2009, 2010, 2013 and 2014 breakfast in Fullerton, California.

Awards and Recognition

- Outstanding Graduate Student Award – California State University, Fullerton June 2020
- Outstanding Graduate Student Award – California State University, Fullerton June 2010
- State of California Senate Certificate of Recognition for Outstanding Service June 2009
- Junior League Orange County, California – President's Outstanding Service Award June 2009

Professional and Community Service

- College Reading and Learning Association, Member
- Reading Educators Guild: CSU, Fullerton, Member
- Sigma Iota Rho – International Relations Honor Society, Member
- Alpha Gamma Sigma – National Honor Society, Member
- Junior League of Palm Beaches, Sustaining Member



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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Lauren Hopkins HOME PHONE 202-577-8855

ADDRESS 901 Westwind Drive, North Palm Beach 33408

OCCUPATION Attorney BUSINESS PHONE _____

BUSINESS ADDRESS see home address

E-MAIL ADDRESS (optional) romiami14@gmail.com

Resume attached? (optional) Yes _____ No Brief Description of Education/Experience _____

I am a graduate of Georgetown Law, who served as a state and federal prosecutor in Miami and Washington, DC. I currently own and manage a citizenship company for Italian-Americans

seeking to become Italian citizens like myself. I hope to bring both legal and business experience to the position.

Are you a registered voter? Yes No _____ Do you live here year-round yes or seasonally? _____

How long have you lived in North Palm Beach? 6.5 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

Do you currently serve on a Village Board? Yes _____ No If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <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 * |
| <u>2</u> <input type="checkbox"/> Environmental Committee | <u>1</u> <input type="checkbox"/> Planning Commission * |
| <input 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 | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

Applicants for Golf Advisory Board, please check if you are a: Golf Member _____ MGA Member _____ WGA Member _____

Why are you interested in serving on this board? I would like to play a larger role in the development of my community as an interested home owner, self-employed attorney, and mother.

Signature Lauren Hopkins Date March 15, 2022

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Christopher Scott McDermott HOME PHONE 917-951-3381

ADDRESS 744 Waterway Drive, North Palm Beach

OCCUPATION Investment Management - Financial Advisor BUSINESS PHONE _____

BUSINESS ADDRESS 3825 PGA Blvd., Suite 601, Palm Beach Gardens, FL 33410

E-MAIL ADDRESS (optional) _____

Resume attached? (optional) Yes No Brief Description of Education/Experience I graduated from Georgetown University and have worked in the financial services industry for over 20 years. In

NYC I worked for Salomon Brothers, Toronto Dominion Bank and Lehman Brothers and was one of the founders of Florida Community Bank (now Synovus Bank)

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? Since 2018

Please list any current or prior experience as a volunteer on a board, committee, association, etc. On board of directors of Everglades Prep Academy, a charter high school in PAHOKEE. Also, on the Allocation Committee of the Town of Palm Beach United Way

Do you currently serve on a Village Board? Yes No If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- 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 Commission *
- Recreation Advisory Board
- Waterways Board

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

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

Why are you interested in serving on this board? We live on the North Palm Beach Waterway and I am very interested in keeping this natural resource clean and accessible to all residents of the Village.

Signature CS McDermott Date ~~2/09/22~~ 3/3/22

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Karen O'Connell HOME PHONE 609-638-3692

ADDRESS 122 Lakeshore Drive PH 32, North Palm Beach

OCCUPATION retired BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) koconnell99@comcast.net

Resume attached? (optional) Yes No Brief Description of Education/Experience MA Educational Research University of Maryland

Facilitator of Technology K-12 Monroe Township School District, Monroe NJ

Are you a registered voter? Yes No Do you live here year-round or seasonally? 69

How long have you lived in North Palm Beach? 5 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Assisted Allan Bowman in creating a tee sheet that allowed for equity in opportunities for members, residents and guest to play by organizing golf group tee times around prime time tee times.

Do you currently serve on a Village Board? Yes No If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <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 Commission * |
| <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 | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

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

Why are you interested in serving on this board? to assist and support golf pro in providing opportunities and services in maintaining our status as best in municipal courses. To continue to assist in organizing equity in group play.

Signature Karen O'Connell Date November 1, 2021

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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.

Held Tammy

From: noreply@civicplus.com
Sent: Sunday, March 13, 2022 9:42 PM
To: Held Tammy
Subject: Online Form Submittal: Board Application Form

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Ms.

Date 3/13/2022

First Name Kathleen

Last Name Porter

Home Address 944 Prosperity Farms Road

Address2 *Field not completed.*

City North Palm Beach

State FL

Zip 33408

Primary Phone Number 7064917061

Home Phone Number *Field not completed.*

Email Address kflynnporter@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 12 years

Registered Voter Yes

Personal Information

Board and Committee Information [Summary of Board and Committee requirements and duties](#)

Board or Committee Library Advisory Board

Alternate Board or Committee *Field not completed.*

Why are you interested in serving on this Board? I want to be more involved in my community.

Volunteer experience *Field not completed.*

Do you currently serve on a Village Board? No

Financial Disclosure [Form 1](#)

Ethics Training [PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation Teacher (retired in 2021)

Resume Attached? No

Business Address *Field not completed.*

Business Phone Number *Field not completed.*

Business Email kflynnporter@gmail.com

Education and/or Experience
Taught school from 2000-2021 in Georgia and Florida
Worked in administration in advertising, and medical acute care for 10 years (1985-90)
Worked At Georgia Tech Library for 5 years (1975-80)
Worked at Emory University while earning M.Ls. in Library Science and beyond (1980-85)
Worked at The Howard School in Atlanta from 1993-1997 and then began working on becoming a teacher.

Areas of Special Interest or Additional Information I have always loved libraries and want to continue to serve my community.

Education and Professional Experience

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From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Friday, April 15, 2022 12:39:03 PM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Ms.

Date 4/15/2022

First Name Megan

Last Name Sease

Home Address 749 Cinnamon Rd

Address2 *Field not completed.*

City North Palm Beach

State FL

Zip 33408-4003

Primary Phone Number 5616770855

Home Phone Number *Field not completed.*

Email Address megansease19@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 14

Yes

Registered Voter

Personal Information

Board and Committee Information

[Summary of Board and Committee requirements and duties](#)

Board or Committee

Recreation Advisory Board

Alternate Board or Committee

Field not completed.

Why are you interested in serving on this Board?

I would love to join the Recreation Advisory Board because I am passionate about leisure and recreation. Being new to North Palm Beach I'm excited about the opportunity to learn about what we have to offer while working with my fellow Board members to see how we can improve the community. In addition, I would love to help expand the adaptive/inclusive recreation opportunities within our Village.

Volunteer experience

I volunteered at the Greenville Children's Hospital programming recreational activities with children ages 1-17. I also was on the board of Phi Sigma Pi Honor Society, Tiger Paw Productions and Clemson's Recreational Club during my time at Clemson. There I coordinated large events (Conferences, job fairs), increased accessibility on Clemson's campus, and led recreation initiatives (concerts, scavenger hunts, festivals).

Do you currently serve on a Village Board?

No

Financial Disclosure

[Form 1](#)

Ethics Training

[PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation

Recreational Therapist and Student

Resume Attached?

Yes

Upload your resume here

[Megan Sease Resume .docx](#)

Business Address

11301 SE Tequesta Terrace

Business Phone Number

Field not completed.

Business Email

megansease19@gmail.com

Education and/or Experience

I graduated with my Bachelors (2019) and Masters (2020) in Parks and Recreational and Tourism Management (PRTM) with an emphasis in Recreational Therapy (RT) from Clemson University. I am currently a Recreational Therapist at Sandy Pines Hospital while being in school for my Master's in Counseling at Barry University. I have worked at various overnight camps and have experience working with children with disabilities.

Areas of Special Interest or Additional Information

I am passionate about adaptive and inclusive recreation as well as program planning. I have experience planning small and large events. I love where we live and I'm excited for the chance to work to improve it.

Education and Professional Experience

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Megan Sease, CTRS

EDUCATION

Barry University Masters in Counseling Emphasis: Marriage and Family Counseling Emphasis: Clinical Mental Health Counseling	Miami, FL Expected Graduation May 2024
Clemson University Masters in Parks, Recreation, and Tourism Management Emphasis: Recreational Therapy Bachelors in Parks, Recreational and Tourism Management Emphasis: Recreational Therapy	Clemson, SC Graduated August 2020 Graduated May 2019

EXPERIENCE

Sandy Pines Residential Treatment Care Center <i>Recreational Therapist</i> <ul style="list-style-type: none">Led, planned and implemented therapeutic interventions, conducted assessments, documented progress and aided youth ages 5-17 with various mental health diagnoses.	Tequesta, FL June 2020- Present
Gio's Garden <i>Recreational Therapy Intern</i> <ul style="list-style-type: none">Assisted with care and therapy for children with special needs ages birth through six years old.	Middleton, WI May 2018-August 2018
Early Autism Project <i>Line Therapist and Registered Behavioral Therapist</i> <ul style="list-style-type: none">Utilized ABA therapy to improve the lives of children with autism through structured and free play.	Anderson, SC April 2016- April 2018
Camp Joy Medical Camp <i>Camp Counselor</i> <ul style="list-style-type: none">Monitored a group of approximately 10 girls, while they experienced Camp and learned about illnesses.	Clarksville, OH June- August 2016

Research

Master's Thesis Research <i>Main Researcher</i> <ul style="list-style-type: none">Sease, M. (2020). Practitioners' use of yoga with children who have experienced trauma [Unpublished master's thesis]. Clemson University.A descriptive study on practitioners' use of yoga with children who have experienced trauma.	Clemson, SC August 2018-August 2020
Cumberland Island National Seashore <i>Undergraduate Researcher</i> <ul style="list-style-type: none"><i>Evaluation of the relationship between current conditions, travel patterns, visitor thresholds, and ferry services at Cumberland Island National Seashore.</i> (Brownlee, M. & Sharp, R.).Clemson University, Kansas State University, and the U.S. National Park Service. Research to inform visitor use management and concessionaire planning at Cumberland Island National Seashore.Sease, M.: Contributed to data analysis and reporting.	Clemson, SC January-April 2019

ACTIVITIES

Phi Sigma Pi Honor Society <i>Initiate Advisor</i> <i>Member</i>	Clemson, SC April 2018- May 2019 August 2017- May 2019
Volunteer at Greenville Health Systems Children's Hospital <i>80 Hours</i>	Greenville, SC April 2017- May 2020
Recreational Therapy Club <i>Vice President</i> <i>Member</i> <i>Network & Outreach Coordinator</i>	Clemson, SC April 2018 – May 2019 September 2015 – May 2020 April 2017-April 2018

CERTIFICATION AND ACOMPLISMENTS

Registered Behavioral Therapist July 2017	Line Therapist for Applied Behavioral Therapy April 2016
First Aid Certified March 2022	CTRS July 2019
American Therapeutic Recreation Association Peg Connolly Scholar September 2020	

From: noreply@civicplus.com
To: [Held Tammy](#)
Subject: Online Form Submittal: Board Application Form
Date: Tuesday, April 5, 2022 10:32:53 AM

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

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 4/5/2022

First Name John

Last Name Taylor

Home Address 110 Dory Road North

Address2 *Field not completed.*

City North Palm Beach

State Florida

Zip 33408

Primary Phone Number 5615457473

Home Phone Number *Field not completed.*

Email Address jbtaylorjr@hotmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 22 years

Yes

Registered Voter

Personal Information

Board and Committee Information

[Summary of Board and Committee requirements and duties](#)

Board or Committee

Environmental Committee

Alternate Board or Committee

Field not completed.

Why are you interested in serving on this Board?

To leverage my agronomic and horticultural skills for the betterment of the Village parks

Volunteer experience

Board Member Palm Beach County Fishing Foundation & West Palm Beach Fishing Club
Member Palm Beach County Agricultural Enhancement Council
Graduate Leadership Palm Beach County
Graduate University of Florida Wedgworth Leadership Program for Agriculture & Natural Resources
Past President Florida Weed Science Society
American Society of Agronomy State and National Certified Crop Advisor

Do you currently serve on a Village Board?

No

Financial Disclosure

[Form 1](#)

Ethics Training

[PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation

Syngenta Crop Protection - Agronomist - Retired

Resume Attached?

Yes

Upload your resume here

[Resume 2020.doc](#)

Business Address

Field not completed.

Business Phone Number

Field not completed.

Business Email

jbtaylorjr@hotmail.com

Education and/or
Experience

University of Florida
Bachelor of Science - Agriculture

Areas of Special
Interest or Additional
Information

Field not completed.

Education and Professional Experience

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John B. Taylor, Jr.

**110 Dory Road North
North Palm Beach, FL 33408
Phone: (561) 694-8671
Mobile: (561) 718-9492
john.taylor@syngenta.com**

Summary

A creative, skilled, and motivated sales and technical professional with 32 years of achievement developing and promoting crop protection chemicals in a wide range of Florida cropping systems. A consistent high producer known for the practical application of technical expertise and the ability to work at all levels of the industry. A strong commitment to professional integrity and total customer satisfaction has helped establish Syngenta Crop Protection as a leader in the Florida crop protection market.

Professional Experience

**Syngenta Crop Protection, LLC.
Present**

2000 to

Agronomy Service Representative – Citrus, Sugarcane, Vegetables, Peanuts & Potatoes (2000 to Present)
Report to Technical Crop Manager. Territory includes Florida and Puerto Rico. Primary role is that of technical sales support. Key responsibilities include the following:

- Guide local development of new a.i.'s and label expansions for new a.i.'s
- Develop local Best Use Guidelines for key a.i.'s in key crops
- Develop local training materials to support product launches, label expansions, product stewardship and general marketing activities
- Building and maintaining University and Consultant support for new and existing brands
- Management of sales support research for new and existing brands
- Internal interface with Crop Managers, Brand Managers, and Technical Brand Managers to develop marketing strategies to maximize brand share, brand stewardship and counter competitive threats
- Identification and development of local market opportunities such as label expansions and development of value added services
- Proactively guide marketing and research effort in anticipation of fundamental market changes
- Create early awareness of competitive threats and guide development of strategies to minimize business impact
- Provide technical expertise to local team to resolve complaints, maximize commercial demonstrations and to facilitate sophisticated integrated offers for key accounts
- Serve as primary conduit for transfer of knowledge between sales, marketing and research and development
- Serve as local advocate and facilitator for development and implementation of specialized tools and services
- Represent Syngenta Crop Protection in a leadership role with key industry organizations

**Novartis Crop Protection, Inc.
1999**

1997 -

Marketing Specialist / Product Development Specialist – Insecticides (1997-1999)

Reported to District Sales Manager in Florida. Simultaneously managed the Palm Beach County sales territory and acted as the Product Development Specialist for the insecticide portfolio statewide.

Merck & Co., Inc. (AgVet Div.)

1990 – 1997

Senior Sales Representative (1993 – 1997)

Reported to District Sales Manager for this \$200 MM manufacturer of specialty crop protection chemicals. Successfully managed the Southeast Florida sales territory (annual sales of \$6.5 MM) specializing in citrus, vegetables, and ornamentals.

Sales Representative (1990 – 1993)

Reported to District Sales Manager. Successfully managed the South Florida sales territory (annual sales of \$4.5 MM).

Valent USA Corporation

1988 – 1990

Sales Representative

Reported to District Sales Manager for this manufacturer of crop protection chemicals. Successfully managed the South Florida / Puerto Rico sales territory (annual sales of \$1.8 MM) specializing in vegetables and ornamentals.

A. Duda & Sons, Inc.

1987 – 1988

Superintendent of Crop Research & Development

Reported to Manager of Crop Research and Development of this multi-state farming operation. Held primary responsibility for crop research and development activities on the 27,000 acre Belle Glade farm. Emphasis was on celery, leaf crops, sweet corn, sugarcane, and radishes. Designed, implemented, and evaluated all experiments. Information was used by growers to refine and update IPM programs. Conducted cooperative development work with various manufacturers of crop protection products.

River Country Citrus

1987

Grove Manager

Reported to Production Manager of this 13,000 acre Indian River citrus operation. Responsible for daily and long term horticultural decisions of 1,150 acre citrus grove. Directly supervised 11 full time employees. Supervised all spray applications, irrigation, fertilization, and harvesting. Managed payroll and purchasing.

Education

B.S. Agriculture, University of Florida, 1987
Major: Fruit Crops

Professional Accomplishments

Merck AgVet League of Excellence – 1994
Novartis Crop Protection Best of the Best – 1998
Novartis Idea Nova Award for Global Innovation – 1999
Speaker at International Citrus Congress - 2000
Graduate of Wedgworth Leadership Program for Agriculture & Natural Resources – 2003
Florida Citrus Mutual Allied Member of The year – 2005
Chairman Florida Citrus Mutual Allied Committee - 2006
Graduate of Leadership Palm Beach County – 2007
Syngenta Crop Protection Dan Shon Award – 2010
Syngenta Coastal Commercial Unit Leadership Award – 2011
Syngenta Coastal Commercial Unit Leadership Award Nominee – 2013
Syngenta Coastal Commercial Unit Leadership Award Nominee – 2014
President of Florida Weed Science Society – 2014
Syngenta Southern & Eastern Commercial Unit Innovator Award Winner – 2015
Member of the Palm Beach County Agricultural Enhancement Council – 2015 - 2020

Professional Certifications & Memberships

American Society of Agronomy National and State Certified Crop Advisor
Member of Florida Entomological Society
Member of Florida Weed Science Society
Member of Florida Fertilizer & Agrichemical Association
Member of Florida Fruit and Vegetable Association
Member of Florida Citrus Mutual
State of Florida Certified Trainer for Worker Protection Standard



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 APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Michael Weild HOME PHONE 561-512-5080

ADDRESS 805 Hummingbird Way 4B NPB

OCCUPATION Territory Sales Manager BUSINESS PHONE 561-512-5080

BUSINESS ADDRESS SALT LAKE, City, UTAH

E-MAIL ADDRESS (optional) MIKEAWEILD@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

Masters in Teaching Education, Certified Athletic Trainer
For 35 years, Advisory Board Keiser Univ Sports Med; Fitness
President Earman Villas Condo Assoc, VP Athletic Trainers Ass Florida

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 18 Years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Keiser Univ

Advisory Board-Sports Med; Fitness, Advisory Board
Palm Beach County Sports Com, President Earman Villas Condo Assoc

Do you currently serve on a Village Board? Yes No If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|---|
| <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 Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input checked="" type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

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

Why are you interested in serving on this board? Been living here for 18 years and with
my 35 years experience in Athletic Training I feel I can help.

Signature [Signature] Date 3/9/2022

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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.

805 Hummingbird Way 40
North Palm Beach, FL 33408
(561) 512-5080
mikeaweild@gmail.com

Michael Weild

OBJECTIVE

Seeking opportunities that will benefit from my eight years of sales experience and my 35 years as a Certified Athletic Trainer

EXPERIENCE

LumaCare, Salt lake City, Utah - Territory Sales Manager

July 2021 - Present

- Companies first full-time National Sales Representative.
- Responsible for selling lasers to several medical venues and to people for home use.
- Extensive traveling throughout the country attending trade shows.

Weild Enterprises INC, North Palm Beach, FL - Owner & Business Consultant

March 2020 - PRESENT

- Responsible for selling medical and fitness equipment to several medical and fitness venues including physical therapists, long term care, chiropractors, hospital, dentist, and athletic trainers
- Extensive traveling throughout Florida and Georgia in developing new accounts with different exclusive equipment lines
- Responsible for selling medical and fitness equipment to individual users through direct contacts, my personal website, and social media.
- Business consultant for the business's daily operation.

MedQuip, Clearwater, FL - Southeast Florida Territory Manager

January 2018 - March 2021

- Responsible for selling medical and fitness equipment to several medical and fitness venues including physical Therapist, Long Term Care, Chiropractors, hospitals, dentist, and athletic trainers
- Extensive traveling throughout Southeast Florida in maintaining existing and developing new accounts
- An exclusive representative for all Biodex equipment in my Southeast region of Florida including all the training as well.

Multi Radiance Medical, Solon, Ohio – *Florida Territory Manager*

May 2014 – December 2017

- The company's first Florida Representative.
- Responsible for selling laser equipment to several medical venues.
- After a release of the majority of the sales representatives, I was the only one they allowed to stay on as an independent sales representative Extensive traveling throughout Florida in developing new accounts.
- Currently still selling their lasers in 2020

Collins Sports Medicine, Raynham, MA – *Florida Sales Representative*

January 2013 – May 2014

- The company's first and only Florida Representative.
- Responsible for selling sports medicine equipment and supplies to schools and medical venues.
- Increased growth by 47% in Florida.
- Extensive traveling throughout Florida in developing new accounts.

Palm Beach Atlantic University, West Palm Beach, FL – *Head Athletic Trainer*

July 2010 – May 2013

- Responsible for the care and prevention of eleven NCAA Division II Intercollegiate athletic teams.
- Supervised three assistants and several students
- Oversee the athletic department's drug education program

Athletic Training Consultant, West Palm Beach, FL – *Director of Operations*

June 2007 – June 2013

- Responsible for the care and prevention of student-athletes at Kings Academy in West Palm Beach.
- Provide rehabilitation for patients at a chiropractic office.
- Drug testing for a variety of clients including the NBA, minor league baseball, and NCAA universities.
- Responsible for sales and marketing for a chiropractic office

Weild's Training Room – *Owner/President*

September 2002 – May 2007

- Developed and own my own sports medicine clinic
- Provided custom made orthotics
- Taught CPR & First Aid classes
- Provide athletic training services for schools and sporting events
- Drug testing for a variety of clients including the NBA, minor league baseball and NCAA universities.

Palm Beach Atlantic University-*Program Director/Head Athletic Trainer*

June 1998 - August 2002

- Hired as the first certified athletic trainer
- Implemented the establishment of an athletic training department
- Development of an athletic training major
- Founder of the Student Athletic Council

Sacred Heart University, Fairfield, CT - *Program Director/Head Athletic Trainer*

July 1988 - May 1998

- Hired as the first certified athletic trainer
- Implemented the establishment of an athletic training department.
- Developed an athletic training academic program.
- Approximately 100 individuals have worked under my direction in the area of assistants and students.
- Since my arrival, the athletic department increased from eight to thirty sports while maintaining high standards of care and prevention to Athletes.
- Developed a drug education program

EDUCATION

Sacred Heart University, Fairfield, CT - *Masters of Arts in Teaching 1991*

Wright State University, Dayton, OH - *BS in Education, Major- Physical Education/Sports Medicine - 1986*

PAST AWARDS

- President's Award presented to me by the Athletic Trainers Association of Florida
- College Athletic Trainer of the Year presented to me by the Florida Trainers Association of Florida.
- Outstanding Contribution Award presented to me by Sacred Heart University Athletic Department

PRESENT & PAST PROFESSIONAL SERVICES

- Advisory Board Member Keiser University-West Palm Beach - Sports Medicine & Fitness Technology
- President Earman Villas Condominium Association
- Vice President of the Athletic Training Association of Florida
- Board of Directors for the Athletic Training Association of Florida
- Advisory Committee for the Palm Beach County Sports Commission
- Board Member for Summit Christian School
- National Crew Chief Drug Tester for the NCAA and the NBA
- Webmaster for the Athletic Trainers Association of Florida

CURRENT CERTIFICATIONS

- Board of Certification (BOC Certified) in Athletic Training
- CPR & First Aid

VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jessica Green, Village Clerk

DATE: April 28, 2022

SUBJECT: **RESOLUTION** – Annual Village Board 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.

There are 21 volunteer positions on Village Boards to be filled; appointees will serve 1, 2, or 3 year terms, depending on the Board. Requests for volunteers were advertised in the Newsletter, on the Village website, in social media, and at Village Hall. The Village Clerk received 10 new applications for positions on 9 boards. New applicants were contacted for interviews with the Village Council.

The *2022 Advisory Board Applicants Report* is attached for Council consideration. The report details the positions to be filled, new applicants and incumbents requesting reappointment. An Advisory Board Absence Report on incumbent member absences during their current terms of office is also attached.

Council interviews of new applicants will be conducted during Item 6A, *Statements from the Public*, followed by the selection of members and approval of the resolution. Pursuant to Section 2-1(f)(1) of the Village Code, members serve at the pleasure of the Village Council and the Council may appoint new members or reappoint incumbent members at its discretion.

The term of appointment varies, depending on the Board, and the Village Council may modify the duration of a member's term at the time of appointment in order to provide for staggered terms. Based on the modifications made during last year's appointment process, the terms of Board members are once again staggered as contemplated by the Code.

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

There is no fiscal impact.

Recommendation:

Village Administration recommends Council consideration of the applicants, selection of board members by ballot, and adoption of the proposed Resolution.

RESOLUTION 2022-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE AUDIT COMMITTEE, ENVIRONMENTAL COMMITTEE, GOLF ADVISORY BOARD, LIBRARY ADVISORY BOARD, PLANNING COMMISSION, RECREATION ADVISORY BOARD, 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 appoint Village residents to serve on the Village Audit Committee, Environmental Committee, Golf Advisory Board, Library Advisory Board, Planning Commission, 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 appointed to various Village Boards and Committees for the terms commencing May 1, 2022 and expiring as indicated below:

AUDIT COMMITTEE

_____	April 30, 2025

ENVIRONMENTAL COMMITTEE

_____	April 30, 2024
_____	April 30, 2024
_____	April 30, 2024

GOLF ADVISORY BOARD

_____	April 30, 2023
_____	April 30, 2023
_____	April 30, 2024

LIBRARY ADVISORY BOARD

_____ April 30, 2024
April 30, 2024
April 30, 2024

PLANNING COMMISSION

_____ April 30, 2024
April 30, 2024

RECREATION ADVISORY BOARD

_____ April 30, 2024
April 30, 2024

WATERWAYS BOARD

_____ April 30, 2025
April 30, 2025
April 30, 2025
April 30, 2025

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

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

PASSED AND ADOPTED THIS 28TH DAY OF APRIL, 2022

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH

2022 BOARD APPLICANTS

Positions with terms expiring 4/30/22 are listed below. The Village Council may appoint new members or reappoint incumbents at its discretion. The term of appointment varies, depending on the Board and the Village Council may modify the duration at the time of appointment in order to provide for staggered terms.

Audit Committee

- 4 Seats** 3 year term
- Requirements** Village resident; education or experience in finance or business preferred
- New applicants** None
- 4 Incumbents** Thomas Andres, Tom Magill, Suzanne Mehregan and David Talley have requested reappointment
-

Environmental Committee

- 3 Seats** 2 year term
- 3 New applicants** Brian Bartels: Interested in 2 boards
Environmental Committee #1, Planning Commission #2
- Lauren Hopkins: Interested in 2 boards
Planning Commission #1, Environmental Committee #2
- John Taylor
- 3 Incumbents** Lisa Interlandi, Karen Marcus and Kendra Zellner have requested reappointment
-

Golf Advisory Board

- 3 Seats** MGA and WGA positions have 1 year term; all others have 2 year terms
- Requirements** 1 Resident Golf Member, 3 Resident or Non-Resident Golf Members
1 MGA Rep or Golf Member, 1 WGA Rep or Golf Member, 1 member with no Membership or Residency Requirement
- 1 New applicant** Karen O'Connell
- 3 Incumbents** Sandra Felis (WGA), Rich Pizzolato (MGA), and Orlando Puyol have requested reappointment
-

Library Advisory Board

- 3 Seats** 2 year term
- 1 New applicant** Kathleen Porter
- 3 Incumbents** Tina Chippas, Carolyn Kost and Leslie Metz have requested reappointment
-

Planning Commission

- 2 Seats** 2 year term
- Requirements** Village Resident; 1 Land Use Planner or Architect; 1 Architect; 1 Civil Engineer; 1 Person engaged in business in NPB; 3 members need not be any particular business or profession
- 3 New applicants** Brian Bartels: Interested in 2 boards
Environmental Committee #1, Planning Commission #2
- Valerie Hannah: Interested in 2 boards
Planning Commission #1, Waterways Board #2

Planning Commission cont'd

Lauren Hopkins: Interested in 2 boards
Planning Commission #1, Environmental Committee #2

2 Incumbents Tom Hogarth and Nathan Kennedy have requested reappointment

Recreation Advisory Board

2 Seats 2 year term

3 New applicants Paul Czerniak: Interested in 2 boards
Recreation Advisory Board #1, Waterways Board #2

Megan Sease
Michael Weild

2 Incumbents Rita Budnyk and Stephen Heiman have requested reappointment

Waterways Board

4 Seats 3 year term

3 New applicants Paul Czerniak: Interested in 2 boards
Recreation Advisory Board #1, Waterways Board #2

Valerie Hannah: Interested in 2 boards
Planning Commission #1, Waterways Board #2

Christopher McDermott

4 Incumbents Paul Bartlett, Bruce Crawford, Bill Hipple and Jerry Sullivan have requested reappointment

Audit Committee: 3 year staggered term (On Call)								
Name	Initial Appointment Date	Current Term of Office	Board Term	Meetings in Term	Absences in Term	Absences since 5/1/21	Dates Absent in Current Term	Total Years of Service
Magill, Tom Chairman	August 18, 2004	5/1/2019 - 4/30/2022	3 years	14				18
Andres, Thomas Member	April 25, 2019	5/1/2019 - 4/30/2022	3 years	14	3	1	4/6/22, 3/11/20, 6/5/19	3
Mehregan, Suzanne Member	April 26, 2018	5/1/2019 - 4/30/2022	3 years	14	2	2	10/13/21, 8/9/2021	4
Talley, David Member	May 1, 2006	5/1/2019 - 4/30/2022	3 years	14	2	1	12/15/21, 3/11/2020	16

Environmental Committee: 1st Monday of the month at 6:00 pm; 2 year staggered term								
Name	Initial Appointment Date	Current Term of Office	Board Term	Meetings in Term	Absences in Term	Absences since 5/1/21	Dates Absent in Current Term	Total Years of Service
Marcus, Karen Chair	April 25, 2019	5/1/2021 - 4/30/2022	1 year	11	1	1	2/7/22	3
Interlandi, Lisa Vice Chair	April 25, 2019	5/1/2021 - 4/30/2022	1 year	11	1	1	8/2/21	3
Zellner, Kendra Member	April 25, 2019	5/1/2021 - 4/30/2022	1 year	11	2	2	1/10/22, 9/13/2021	3

Golf Advisory Board: 3rd Monday of the month at 6:00 pm; 2 year staggered term, 1 year term for MGA Rep								
Name	Initial Appointment Date	Current Term of Office	Board Term	Meetings in Term	Absences in Term	Absences since 5/1/21	Dates Absent in Current Term	Total Years of Service
Pizzolato, Richard Vice Chairman, MGA Rep	November 10, 2016	5/1/2021 - 4/30/2022	1 year	10				6
Puyol, Orlando Resident Golf Member	May 1, 2021	5/1/2021 - 4/30/2022	1 year	10	2	2	1/17/22, 7/19/21	1
Felis, Sandra WGA Rep	May 1, 2021	5/1/2021 - 4/30/2022	1 year	10	1	1	1/17/22	1

Library Advisory Board: 4th Tuesday of the month at 7:00 pm; 2 year staggered term								
Name	Initial Appointment Date	Current Term of Office	Board Term	Meetings in Term	Absences in Term	Absences since 5/1/21	Dates Absent in Current Term	Total Years of Service
Kost, Carolyn Member	February 23, 2012	5/1/2021 - 4/30/2022	1 year	10				10
Chippas, Tina Member	April 26, 2018	5/1/2021 - 4/30/2022	1 year	10	1	1	7/27/21	4
Metz, Leslie Member	July 12, 2018	5/1/2021 - 4/30/2022	1 year	10	2	2	11/23/21, 8/24/2021	4

Planning Commission: 1st Tuesday of the month at 6:30 pm; 2 year staggered term

Name	Initial Appointment Date	Current Term of Office	Board Term	Meetings in Term	Absences in Term	Absences since 5/1/21	Dates Absent in Current Term	Total Years of Service
Hogarth, Thomas Civil Engineer	August 30, 2012	5/1/2021 - 4/30/2022	1 year	12	1	1	3/1/22	10
Kennedy, Nathan Economist	May 1, 2021	5/1/2021 - 4/30/2022	1 year	12				1

Recreation Advisory Board: 2nd Tuesday of the month at 7:00 pm; 2 year staggered term								
Name	Initial Appointment Date	Current Term of Office	Board Term	Meetings in Term	Absences in Term	Absences since 5/1/21	Dates Absent in Current Term	Total Years of Service
Heiman, Stephen Member	May 1, 2021	5/1/2021 - 4/30/2022	1 year	11				1
Budnyk, Rita Member	May 1, 2021	5/1/2021 - 4/30/2022	1 year	11				1

Waterways Board: 3 year staggered term (On Call)								
Name	Initial Appointment Date	Current Term of Office	Board Term	Meetings in Term	Absences in Term	Absences since 5/1/21	Dates Absent in Current Term	Total Years of Service
Sullivan, Jerry Chairman	May 1, 2008	5/1/2019 - 4/30/2022	3 years	1				13
Hipple, Bill Vice Chairman	December 9, 2010	5/1/2019 - 4/30/2022	3 years	1	1	11/17/2021		12
Crawford, Bruce Secretary	November 1, 2007	5/1/2019 - 4/30/2022	3 years	1				15
Bartlett, Paul Member	April 28, 2016	5/1/2019 - 4/30/2022	3 years	1				6

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: The Honorable Mayor and Members of the Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Director of Community Development

DATE: April 28, 2022

SUBJECT: **Ordinance 1st Reading – Amending Section 45-2 of the Village’s Zoning Code to Modify the Definition of the Term “Dwelling Unit”.**

In accordance with policy direction from the Village Council, Village staff is recommending adoption of an ordinance modifying the definition of the term “dwelling unit” to eliminate the allowance of units with no bedrooms or one bedroom within commercial zoning districts that permit mixed uses to be counted as one-half of a dwelling unit for purposes of calculating project density.

Background:

In 2016, the Village adopted the North Palm Beach Citizen’s Master Plan (“Master Plan”). One of the key recommendations of the Master Plan was the creation of a form-based code to incentivize redevelopment of the Village’s commercial corridors. The goal of a form-based code is to control building form first and then building use second. The Village brought in the firm of Dover, Kohl & Partners and its consultant Spikowski Planning Associates to develop a form-based code for the Village’s commercial zoning districts.

The process of revising the Village’s land development regulations and comprehensive plan officially started in January 2018. The consulting team held its first public workshop in April 2018, followed by seven additional workshops, held between December 2018 and May 2019. The consulting team and Village staff incorporated feedback from the workshops into draft land development regulations and comprehensive plan amendments. A preliminary version of the draft regulations and comprehensive plan amendments was workshopped with the Planning Commission in January 2020 for feedback.

Density Calculation for Studio/One Bedroom Units:

One of the numerous code changes that was included in the draft code was amending the definition of the term dwelling unit to count a one-bedroom or studio units in a commercial zoning district that allows mixed uses as one half (0.5) of a dwelling unit for density calculation purposes. The 0.5 dwelling unit provision was then adopted with the remainder of the Village code updates in the fall of 2020.

The purpose of assigning maximum residential density in a land use category is to attempt to limit the number of residents in new developments. There is a clear nexus between the average number of residents that typically live in a one-bedroom apartment versus that of a two or three-bedroom apartment. For instance, the Village’s R-3 Multi-Family Zoning District requires one more parking space for three-bedroom units than one and two-bedroom units. Palm Beach Gardens requires one parking space per bedroom in multi-family developments, as do numerous other municipalities. Many municipalities around the country grant density reductions or bonuses

for the provision of smaller dwelling units in multi-family developments because they tend to have fewer residents than larger units. When drafting the code, Village staff thought that creating the .5 dwelling unit provision was a best practice and an equitable way to treat density in the Village's mixed-use districts.

The 200 Yacht Club Drive project utilized the .5 dwelling unit provision to provide a greater number of one-bedroom units than would have been allowed without the provision. Some residents along Yacht Club Drive have voiced concerns that the project has too many units and have requested that the Village Council repeal the code provision modifying the definition of dwelling unit. In response to the feedback provided by the residents, the Village Council directed staff to draft an Ordinance repealing the .5 dwelling unit provision.

Planning Commission Recommendation:

At the April 5, 2022 Planning Commission meeting, staff gave an overview of the adoption of the .5 dwelling unit provision and discussed other methods that municipalities use to incentivize smaller units. Some members of the Planning Commission were concerned that eliminating the .5 dwelling unit provision would make the US-1 Corridor less appealing to mixed-use developers. All of the commissioners were in agreement that the Village should take a more comprehensive review of density and how density bonuses are granted. Some members noted that they would like to ensure that projects provide a greater amount of commercial square footage when granting any kind of density incentive.

Several of the commissioners noted that they would like to evaluate permanent changes to density bonuses in the Village's mixed-use commercial zoning districts before eliminating the .5 dwelling unit provision. They expressed concern that there would not be as much urgency to undertake a comprehensive review of density once the .5 dwelling unit provision was eliminated.

As a result of this concern, a motion to recommend approval of the proposed Ordinance modifying the definition of the term "dwelling unit" failed by a vote of 3 to 3.

Recommendation:

In accordance with policy direction from the Village Council, Village staff is recommending adoption of an ordinance amending Section 45-2 of the Village's Zoning Code and modifying the definition of the term "dwelling unit" to eliminate the allowance of units with no bedrooms or one bedroom within commercial zoning districts that permit mixed uses to be counted as one-half of a dwelling unit for purposes of calculating project density.

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council
 THRU: Andrew D. Lukasik, Village Manager
 FROM: Samia Janjua, Finance Director
 DATE: April 28, 2022
 SUBJECT: **ORDINANCE – 2nd Reading – General Fund Budget Amendment for Approved Vehicle Financing Agreements and Use of Net Income**

Village staff is requesting Council consideration and approval of a budget amendment Ordinance for approved vehicle financing agreements and for the use of net income in the general fund for capital improvements.

Vehicle Financing:

Village Council has approved the following vehicle financing programs with Pinnacle Public Finance, Inc. in Fiscal Year 2022:

Resolution	Description	Lease Term	Total Financed	Interest Rate	Total Payments
2022-07	Schedule 6	5 years	\$482,712.07	1.74%	\$509,437.97
2022-13	Schedule 7	7 years	732,400.00	2.41%	822,334.77
Total			\$1,215,112.07		\$1,331,772.74

The annual debt service for these capital leases is budgeted in the General Fund; however, the Village’s Auditor has advised that the total amount financed for capital leases should be shown in the Fiscal Year 2022 budget as “other financing sources/uses” and capital outlay for financial reporting purposes. (*Note: this requirement is for the first year of the lease only*):

GASB

“When a capital lease represents the acquisition or construction of a general capital asset, the acquisition or construction of that asset should be reflected as an expenditure and other financing source, consistent with the accounting and financial reporting for general obligation bonded debt.”

There won’t be a net income effect but, because it increases the total General Fund Budget, a budget amendment ordinance is required:

Budget Amendment:

Fund	Account	Description	Use	Source
General Fund	A4200-09901	Capital Lease		\$1,215,113
General Fund	A5540-66000	Capital Lease	\$1,215,113	
Total			\$1,215,113	\$1,215,113

Use of Fiscal Year 2021 Net Income:

At its March 24th Regular Session, the Village Council discussed the use of the Fiscal Year 2021 net income for certain capital improvements. The following budget amendment transfers \$2 million from the General Fund Unassigned Fund Balance to the Village's Capital Improvement Plan (CIP) Fund.

Note: This budget amendment transfers the funds to the Village's CIP Fund only. Each project will be brought back to Council for discussion and approval prior to transferring these funds to the individual project accounts.

Budget Amendment:

General Fund:

Account	Description	Use	Source
A4600-09100	Appropriated Fund Balance		\$2,000,000
A5540-49032	Transfer Out to Capital Projects Fund	\$2,000,000	
Total		\$2,000,000	\$2,000,000

Capital Projects Fund:

Account	Description	Use	Source
K3900-09180	Transfer In from General Fund		\$2,000,000
K5541-66000	Reserve Expenses - Capital	\$2,000,000	
Total		\$2,000,000	\$2,000,000

At its April 14, 2022 meeting, the Village Council adopted the Ordinance on first reading without modification.

The attached Ordinance has been prepared and reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff recommends Council consideration and approval on second reading of the attached Ordinance authorizing the Mayor and Village Clerk to execute the required budget amendments for approved vehicle financing agreements and the use of net income to fund capital improvements in accordance with Village policies and procedures.

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET FOR FISCAL YEAR 2022 TO CLASSIFY THE TOTAL AMOUNT FINANCED FOR VILLAGE VEHICLES AS CAPITAL OUTLAY AND TO TRANSFER NET INCOME FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO THE CAPITAL IMPROVEMENT PLAN FUND; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during Fiscal Year 2022, the Village Council approved two capital lease programs, one Village-wide and the other for a fire rescue vehicle (fire truck); and

WHEREAS, while the Village has budgeted the annual debt services for these leases in the General Fund, the Village Auditor has advised the Village that the total amount financed for capital leases should be shown in the Fiscal Year 2020 budget as “other financing uses/sources” and capital outlay during the first year for financial reporting purposes; and

WHEREAS, notwithstanding the lack of any net income effect, because this amendment increases the total amount of the budget, this transfer must be accomplished by ordinance as required by Section 166.241, Florida Statutes; and

WHEREAS, the Village Council also wishes to amend the General Fund budget to transfer \$2,000,000 in net income from the General Fund unassigned fund balance to the Village’s Capital Improvement Plan Fund; and

WHEREAS, the Village Council determines that the adoption of these budget amendments is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. In order to reclassify the total amount financed for capital leases, the Village Council hereby amends the adopted Village of North Palm Beach General Fund budget for Fiscal Year 2022 as follows:

Budget Amendment:

Fund	Account	Description	Use	Source
General Fund	A4200-09901	Capital Lease		\$1,215,113
General Fund	A5540-66000	Capital Lease	\$1,215,113	
Total			\$1,215,113	\$1,215,113

Section 3. In order to transfer monies from the General Fund unassigned fund balance to the Capital Improvements Plan Fund, the Village Council hereby amends the adopted Village of North Palm Beach Fiscal Year 2022 budget as follows:

1 **General Fund:**
2

Account	Description	Use	Source
A4600-09100	Appropriated Fund Balance		\$2,000,000
A5540-49032	Transfer Out to Capital Projects Fund	\$2,000,000	
Total		\$2,000,000	\$2,000,000

3
4 **Capital Projects Fund:**
5

Account	Description	Use	Source
K3900-09180	Transfer In from General Fund		\$2,000,000
K5541-66000	Reserve Expenses - Capital	\$2,000,000	
Total		\$2,000,000	\$2,000,000

6
7 Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget
8 amendments for and on behalf of the Village of North Palm Beach.
9

10 Section 5. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
11 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding
12 shall not affect the remainder of this Ordinance.
13

14 Section 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict herewith
15 are hereby repealed to the extent of such conflict.
16

17 Section 7. This Ordinance shall be effective immediately upon adoption.
18

19 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.
20

21 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
22 2022.
23

24
25 (Village Seal)

MAYOR

26
27 ATTEST:
28

29 _____
30 VILLAGE CLERK
31

32 APPROVED AS TO FORM AND
33 LEGAL SUFFICIENCY:
34

35 _____
36 VILLAGE ATTORNEY



Village of North Palm Beach

Village Manager's Office

TO: Chairman Magill and Audit Committee Members

FROM: Andrew D. Lukasik, Village Manager

DATE: March 4, 2022

SUBJECT: Recommendations for Deployment of FY2021 General Fund Net Income Funds

As you know, Village staff is estimating that the FY2021 General Fund Net Income will be approximately \$2.2m. Generally, this surplus would be rolled into the General Fund Unassigned Fund Balance. However, given that the Fund Balance amount is healthy, Village staff believes that it is prudent to invest the net income amount in needed capital improvements and equipment acquisition. Staff's recommendation includes projects that have been in the CIP, can be implemented – or begin to be implemented -- within the next year and have funding shortfalls.

Staff is requesting input from the Audit Committee before finalizing a recommendation to the Village Council. The following is a list of recommended investments as prioritized by staff for the use of \$2m of the Net Income:

Public Safety Uninterruptible Power Supply (UPS) System: \$90,000

Currently, the replacement of the UPS System at the Public Safety Building is included in the Capital Improvement Plan (CIP) as part of a large-scale project that was developed to secure grant funding. Unfortunately, funding for the grant program is limited and the Village's project didn't receive any funding. No matching funds from the Village were included in the CIP for this equipment.

Essentially, the UPS System is a battery backup power system that supplies power long enough for equipment to properly shut down when utility power fails. It prevents the loss of data and minimizes the stress a hard shutdown causes on electronic equipment. The UPS is also a surge protector that protects connected devices from power problems, like surges or abnormal voltages, which can damage, reduce lifespan, or affect performance of electronic equipment and devices.

Although the Building is equipped with a generator, the UPS is important to protect equipment during power outages – especially during the arrival of a storm event.

Cardiac Monitors and Power Stretchers: \$240,000

Cardiac monitor/defibrillator are a major component in providing high quality emergency medical services. Technology advances require replacement every five (5) years. Four (4) of the Village's cardiac monitors/defibrillators are scheduled to be replaced in FY2023. However, the Assistance to Firefighters Grant Program, which wasn't funded, this year, was expected to fund the bulk of the expense. The CIP included a Village match amount of \$40,000 to fund the \$160,000 acquisition. If net income is used, the Village share in the CIP will be reprogrammed for other projects – in other words, we'll redeploy it for other infrastructure needs over the next year or two.

Additionally, Fire Rescue requires the replacement of two (2) power stretchers that will have reached the end of their useful life and will no longer be supported by the manufacturer by 2023. The power stretchers, and their associated loading systems, provide a safer method of loading and off-loading patients reducing both the possibility of dropping the patient or causing injury to the caregiver. The CIP included a Village match amount of \$20,000 to fund the \$80,000 acquisition. If net income is used, the Village share in the CIP will be reprogrammed for other projects.

Anchorage Park Playground: \$125,000

The playground at Anchorage Park is heavily used. It is reaching the end of its useful life (installed in 2009) and needs to be replaced with a more modern structure that will provide shade. \$250,000 is currently budgeted (\$125,000 from the General Fund and \$125,000 from a LWCF grant).

Increasing the Village's contribution by \$75,000, for a total match of \$200,000, will allow the Village to get the maximum grant match of \$200,000 for a total project cost of \$400,000.

An additional \$50,000, however, will allow the Village to secure a playground with greater shade and amenities. This would take the use of net income to **\$125,000** for a total project cost of \$450,000.

Air Handlers/Chiller Replacement: \$440,000

Three of the Village's facilities (Village Hall, the Library and the Public Safety Building) are in critical need of investments in their air conditioning infrastructure.

The Village Hall is in need of new air handlers (installation) and a chiller. The total project cost is \$190,000. No Village funding is currently allocated for this work as grants were anticipated to fund the work. However, Village staff intends to pay for the air handler/air purification system using ARPA funding (\$10,000). Net income in the amount of **\$180,000** would be used to purchase and install the new chiller and install the air handler.

Please note that staff is recommending for using the ARPA funds for the purchase of the air handler/air purification system and NOT the installation of the equipment in order to facilitate the single audit process that will be required due to the use of federal funding. The Village intends to program ARPA funds for use on projects or equipment that are clearly eligible under Treasury's guidance and avoid any instances of ambiguity.

In saying this, and at the risk of creating some confusion, it should be noted that the US Treasury developed its final rule for the use of ARPA funding and it results in greater flexibility for the use of those funds. The final rule allows municipal jurisdictions to spend a standard amount, up to \$10 million (the Village is receiving \$6.5 million), within the revenue loss category—even if they did not actually experience a revenue loss. Municipalities have broad latitude to use their entire standard allocation to support local government services and avoid many of the other categories' additional requirements. The purpose of this new assumption is most likely to eliminate the need for Treasury to review a flood of single audits.

While the final rule creates flexibility in the use of the ARPA funding, staff is not suggesting deviating from the general policy guidelines that Council established for their use (water quality, air quality, software application for Community Development to allow electronic submittal and review of development and permit applications).

Village staff is proposing to replace five (5) condensing units at the Library with the purchase of a new chiller along with replacement of the existing air handlers. The entire project is anticipated to cost \$600,000. The CIP currently has \$400,000 allocated for this project. The new system will replace the originally installed system (1968). At this time, we're continuing to evaluate the design to determine the number of handlers needed. Because of the uncertainty related to the air handlers, staff is recommending allocating **\$200,000** of the net income amount towards this project.

The Public Safety Building is in need of three (3) air handlers. The work is identified in the CIP, but has been anticipated to be funded solely by grants. Staff recommends allocating **\$60,000** from net income for the installation of the air handlers.

In summary, staff is recommending the use of net income for the municipal facilities air handler/chiller replacement project be used for 1) the purchase and installation of a chiller and air handler at Village Hall in the amount of \$180,000, 2) the purchase and installation of air handlers at the Library in the amount of \$200,000 and 3) the installation of air handlers at the Public Safety Building in the amount of \$60,000. Total use of net income for this project, then, is \$440,000.

Work Order Software for Public Works: \$100,000

The Department of Public Works maintains a system of disconnected software systems that are used to track activities and inventory. These separate systems have made it difficult to manage data to fully understand workload and activities, supply and inventory use and control, and asset management. Additionally, these software components are not tied to the Village's financial software.

To improve record keeping and data gathering, it is recommended that Public Works secure a comprehensive work order software system. This proposed software acquisition is not included in the Village's CIP. The redefined leadership positions in the Department have led to a new perspective regarding operational needs – the software was not previously identified as a needed work tool but has grown in importance as resource management, decision making and efforts to work efficiently are being hindered by the lack of data integration.

Front Load Solid Waste Vehicle: \$330,000

The Village's Solid Waste Division operates three (3) front loaders to service commercial and multi-family accounts. Two trucks are used for daily operations with the third being used as a spare. Although not the Village's past practice, those three trucks are being rotated in and out of service so that the spare doesn't sit idle for long periods of time.

One front load truck is set for replacement in 2023 due to consistent mechanical and electronic failures requiring frequent repairs. Currently, the time between ordering a vehicle and delivery is generally over one year. Staff is recommending that funding be dedicated for this purpose now in order to begin the process to acquire a new front load garbage truck.

Lighthouse Traffic Calming/Bridge Design: \$115,000

The Lighthouse Bridge was constructed in 1958 and needs to be reconstructed as its nearing the end of its useful life. Although it's "health index" is good (at 92.8) it is functionally obsolete in that it does not adequately accommodate pedestrians and bicyclists and its weight bearing capacity is limited. Regarding the "health index", a score between 80 – 90 is generally considered to be "fair" while a score that is less than 80 is considered "poor".

Design and engineering expenses are funded in the CIP in the amount of \$100,000 in FY2022. Staff is recommending that the amount be increased by \$115,000 (for a total of \$215,000) to address preliminary engineering activities associated with the bridge as well as planning services associated with the introduction of traffic calming solutions on Lighthouse Drive. It should be noted that traffic calming on Lighthouse Drive was identified as a "High Priority" action item in the Citizens' Master Plan. Additionally, members of the Village Council and Village staff receive many complaints about speeding on Lighthouse Drive (and other local streets). Evidence of these concerns from the public can be found on Nextdoor as a petition is currently being circulated requesting the installation of speed humps in order to reduce speeds on Lighthouse Drive.

Additional funding for engineering services are included in FY2023. \$250,000 has been programmed to fund additional engineering associated with the design of the bridge.

East Alleyway Resurfacing and Wall Replacement and/or Anchorage Park Dry Storage: \$560,000

These two projects have funding in the CIP but have been delayed and/or may experience shortfalls. Staff would recommend reserving the sum of **\$560,000** from net income to apply towards one or both of these projects. Staff would anticipate having the Village Council make a final policy decision once additional project information is available.

East Alleyway:

The Village will pursue the resurfacing and design/replacement of the walls in the alley east of US1. Funding is available in the CIP but has been delayed due to other obligations. Additionally, the funding is limited to \$100,000 annually in fiscal years 2024, 2025 and 2026.

If this project is determined to be a priority by the Village Council, it is anticipated that the additional funding from net income will be able to be combined with some operating and capital expenditure savings from FY2022. Delaying construction until the availability of additional funds at the beginning of the next fiscal year will allow staff time to secure feedback on wall designs from residents, Planning Commission and Council and coordinate planning and implementation of the work with residents adjacent to the alley (the project will touch several residents' back yards – so communication regarding the scope and coordination of activities is more sensitive than many other projects).

Staff proposes to complete milling and resurfacing of the alley and the wall replacement concurrently. The section that has deteriorated more than the others is between Yacht Club Drive and Anchorage Drive North – most likely due to problems with the underlying stormwater infrastructure system. It is recommended that the Village complete work on this section first.

Dry Storage:

This project does have funding in the CIP but costs, depending upon the materials selected and scope of work (fencing, storage lot surface, etc), could exceed the budgeted amount. There continue to be policy decisions to be

made by the Village Council prior to finalizing the design. Those decisions could impact the budget. Staff is recommending including this as a project for possible funding from FY2021 net income due to the uncertainty regarding the project budget.

Summary:

The recommended list of capital investments identified above will expend most of the net income amount from FY 2021. With the exception of the Public Works Work Order Software Project and purchase of the Front End Loader, all projects are currently included in the Village's CIP (copies of the CIP project sheets are attached for your information). Most of the projects were eligible for grant funding but those grants have been limited and have delayed implementation of these important investments. As it relates to the Alley and Dry Storage Projects, the funding will allow the Village Council flexibility to work on those projects based upon their priority.

Other Potential Projects for Funding:

Although the projects identified above represent staff recommendations, there are a number of other projects that are currently in the CIP that could be considered as well:

- Additional street resurfacing projects: there are a number of streets that have been completed with more scheduled soon. There are other streets that require milling and resurfacing as well, but the CIP has funding from the infrastructure surtax proceeds for the next four years. It is possible, however, that infrastructure surtax funding will end early.
 - *On November 8, 2016, Palm Beach County voters approved a ballot issue to levy a One-Cent Infrastructure Sales Surtax to pay for the acquisition or improvements to public infrastructure. Collections began on January 1, 2017 and will end on or before December 31, 2026. It will sunset if the proceeds exceed \$2.7 billion on or before September 1 of any year. Based upon County reports, it is likely that collection of the surtax will end on December 31, 2025.*
- Seawall replacement: seawalls at Lakeside Park and Anchorage Park are in poor condition.
 - Lakeside Park would be able to be replaced quickly as engineering plans have already been developed. The CIP anticipates a project in 2025 using grant funding for 50% of the anticipated \$750,000 cost.
 - No engineering plans have been developed for Anchorage Park – and no decisions have been made with respect to a Village Council policy question related to the replacement of the existing docks with floating docks or boat lifts. Funding could be used to develop plans for the seawall (\$137,000 is included in the CIP in FY2023).
- Tennis Court Lighting and Fence Replacement (\$350,000): may be some grant funding available in the future.
- Anchorage Park Path/Site Lighting: a \$230,000 project is anticipated in FY2023 with 80% of the funding from the Recreation Trails Program Grant.
- Fire Rescue Bathroom and Kitchen Remodel: improvements are needed, but it is a lower priority (\$90,000).

RESOLUTION 2022-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE LEASE OF FIVE NEW POLICE DEPARTMENT VEHICLES ACQUIRED FROM BARTOW FORD CO. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CHARLOTTE COUNTY CONTRACT AND EQUIPPED BY DANA SAFETY SUPPLY PURSUANT TO AN EXISTING CITY OF MIAMI CONTRACT, ONE NEW SANITATION VEHICLE ACQUIRED FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT, AND ONE NEW FIRE RESCUE DEPARTMENT VEHICLE ACQUIRED FROM STINGRAY CHEVROLET PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT; APPROVING A FIVE-YEAR LEASE AGREEMENT WITH PINNACLE PUBLIC FINANCE INC.; DECLARING FIVE EXISTING VEHICLES AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the lease of seven new vehicles (five vehicles for the Police Department, one vehicle for the Public Works/Sanitation Department, and one vehicle for the Fire Rescue Department) through Pinnacle Public Finance, Inc.; and

WHEREAS, the Police Department vehicles will be acquired from Bartow Ford Co. utilizing pricing established in an existing Charlotte County Contract (Contract No. 21-541 Vehicles – Annual Contract) and will be equipped by Dana Safety Supply pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386 – Purchase and/or Installation of Municipal Vehicle Equipment Citywide); and

WHEREAS, the Public Works/Sanitation Department vehicle will be acquired from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach pursuant to pricing established in an existing Florida Sheriff's Association Contract (Contract No. FSA20-VEH18.0 (Heavy Trucks)); and

WHEREAS, the Fire Rescue Department Vehicle will be acquired from Stingray Chevrolet pursuant to pricing established in an existing Florida Sheriff's Association Contract (Contract No. FSA20-VEL28.0 (Pursuit, Administrative and Other Vehicles)); and

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

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

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

Section 2. The Village Council hereby approves the acquisition of the following vehicles and the leasing of such vehicle for a five-year term through Pinnacle Public Finance, Inc.:

Police Department Vehicles (from Bartow Ford Co.) outfitted by Dana Safety Supply

Three (3) 2021 Ford Interceptor Utility Vehicles (Marked Units)

Two (2) 2022 Ford Interceptor Utility Vehicles (Unmarked Units)

Public Works/Sanitation Vehicle (from Nextran Corporation d/b/a Nextran Truck Center)

2022 Mack D7 Rear Load Collection Truck

Fire Rescue Department Vehicle (from Stingray Chevrolet)

2022 Chevrolet Suburban

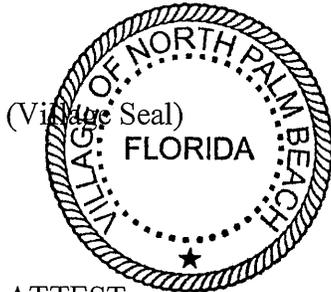
Section 3. The total annual cost of the lease shall be \$101,887.60 (at a total cost of \$509,437.97 over the term of the lease), with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council further authorizes the Village Manager to execute the required Exhibit (Schedule of Property) to the existing Master Lease Agreement, as amended, the Rental Payment Schedule and any other documents required to complete this transaction, subject to review and approval by the Village Attorney.

Section 4. Upon delivery, acceptance and placement into service of the new vehicles, the Village Council declares the following vehicles as surplus property and authorizes their disposal in accordance with Village policies and procedures:

Unit No.	Description	VIN
374	Marked Ford Taurus	1FAHP2MT0EG155084
391	Marked Ford Taurus	1FAHP2MK0GG109961
218	Marked Ford Explorer	1FM5K7AR9DGC26231
62	Sterling Rear Load Dump Truck	2FZHATDC16AV94233
300	GMC Suburban	1GKGC26U64R277768

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

PASSED AND ADOPTED THIS 27TH DAY OF JANUARY, 2022.




MAYOR

ATTEST:


VILLAGE CLERK



January 26, 2022

Ms. Samia Janjua
Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

Re: Master Equipment Lease Purchase Agreement dated February 21, 2020 and Schedule of Property No. 6 dated February 5, 2022

Dear Ms. Janjua:

Attached are the documents for the Master Equipment Lease Purchase Agreement between Village of North Palm Beach and Pinnacle Public Finance, Inc. Please have the responsible parties execute the enclosed documents and return them to Pinnacle Public Finance, Inc., 8377 East Hartford Drive, Suite 115, Scottsdale, AZ 85255.

To be completed and executed by an authorized representative of Village of North Palm Beach:

- **Master Equipment Lease Purchase Agreement** Signed Agreement on file with Pinnacle
- **Amendment No. 1** Signed Agreement on file with Pinnacle
- **Exhibit A: Schedule of Property No. 1** This is an itemization of the Equipment to be purchased under this Schedule which incorporates the terms and conditions of the Master Agreement into the Schedule. Please verify the information is correct and sign at the bottom.
- **Exhibit A-1: Rental Payment Schedule** This shows the date each payment is due, the amount of each payment including the interest and principal components, and the purchase price. Please verify this information is correct and sign at the bottom.
- **Exhibit B: Acceptance Certificate** Please hold until equipment is delivered.
- **Bank Qualified Designation.** This form provides a representation regarding the Bank Qualified or Non-Bank Qualified status of the Lease. Please complete and sign this form.
- **Insurance Coverage Requirements** Please fill in the name, address and phone and fax numbers of the insurance agent in the top section. Please sign at the bottom that all information is accurate.
- **Lease Payment Instructions** Please complete the Lease Payment Instructions and include any invoicing requirements in order to ensure prompt and accurate payment of all amounts due under the Lease. Please sign at the bottom that all information is accurate.
- **Form 8038G** This form is to be sent and filed with the IRS. Please follow the separate instructions for this form. Please return the form to us for filing.
- **Legal Opinion of Counsel** Please forward with the attorney cover letter to your counsel as soon as possible with a set of the executed documentation.

To be executed by an authorized individual, OTHER THAN THE REPRESENTATIVE WHO EXECUTED THE ABOVE DOCUMENTS

- **Certificate of Signature Authority** This document confirms that the person who has executed the above document is authorized to do so. THIS CANNOT BE EXECUTED BY THE SAME PERSON. Please forward this certificate, with the executed documents, to such person.

In addition to the documents listed above, please provide us, prior to funding, with the following:

- **Certificate of Insurance** - evidencing both Liability and Physical Damage coverage in the amounts stated on the Insurance Coverage Requirements form and naming Pinnacle Public Finance, Inc. as **loss payee and additional insured**. Please have your Insurance Agent reference Control #103123 on the certificate.
- **Tax Exempt Certificate** – for the **Village of North Palm Beach**

If you have any questions, please feel free to call me directly at 480-419-4233. Thank you for your assistance. I look forward to working with you on this transaction.

Sincerely,

Julie McMahon

Julie McMahon
Investment Associate

Enclosures

AMENDMENT NO. 1

TO

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED FEBRUARY 21, 2020

LESSEE:

Village of North Palm Beach
501 U.S. Highway 1
North Palm Beach, FL 33408

LESSOR:

Pinnacle Public Finance, Inc.
8377 E. Hartford Dr., Suite 115
Scottsdale, AZ 85255

Pinnacle Public Finance, Inc. ("Lessor") and Village of North Palm Beach ("Lessee") hereby enter into this amendment no. 1 ("Amendment"), which modifies the Master Equipment Lease Purchase Agreement ("Agreement") executed between the parties as follows:

All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. *Supplement to Section 9 of the Master Lease.* Section 9 of the Master Lease, entitled Rental Payments, is hereby amended by adding the following sentence at the end of the existing section:

"Payments will come from sources other than ad valorem taxes."

2. *Deletion to Section 16 of the Master Lease.* The text of Section 16 of the Master Lease, entitled Security Interest, is hereby deleted in its entirety and Section 16 is renamed "Reserved."

3. *Amendment to Section 18 of the Master Lease.* Section 18 of the Master Lease is hereby amended by deleting any requirement that requires Lessee to name Lessor as an additional insured.

4. *Supplement to Section 29 of the Master Lease.* Section 29 of the Master Lease is hereby amended by adding the following language to the end thereof:

"Nothing in this section shall waive Lessee's sovereign immunity protections or the limitations of liability set forth in Section 768.28, Florida Statutes, nor shall it create a cause of action in favor of any third party."

5. *Clarification to Section 30 of the Master Lease.* Section 30 of the Master Lease is amended, for the avoidance of doubt, by adding "of Florida" to the end of the last sentence.

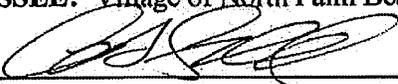
6. *Effective Date.* This Amendment is executed as of February 21, 2020.

7. *Original Master Lease Otherwise to Remain in Full Force and Effect.* Except as otherwise expressly provided in this Amendment, the original Master Lease shall remain in full force and effect as original executed and delivered and is ratified by the parties.

[Signature page follows]

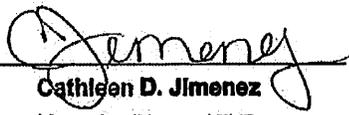
IN WITNESS WHEREOF, the fully authorized representatives of the parties have executed this Amendment as February 21, 2020.

LESSEE: Village of North Palm Beach

By: 

Title: Village Manager

LESSOR: Pinnacle Public Finance, Inc.

By: 

Title: Managing Director/ EVP

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Master Equipment Lease Purchase Agreement dated as of February 21, 2020 ("Agreement") and entered into between Pinnacle Public Finance, Inc., a Delaware corporation ("Lessor"), and Village of North Palm Beach, a body corporate and politic existing under the laws of the State of Florida ("Lessee").

1. Agreement. Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. Term. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced by Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body

corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. Tax and Arbitrage Representations. Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease not constitute a "true" lease for federal income tax purposes.

5. Event of Taxability. Upon the occurrence of an Event of Taxability, as herein defined, with respect to a Lease, the interest component of the Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Coupon Rate shall accrue and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined to be includible

in the gross income of the Lessor for federal income tax purposes, and Lessee shall pay such additional amount as will result in the Lessor receiving the interest component at the Taxable Rate identified in the related Lease. The "Coupon Rate" and "Taxable Rate" for such lease are the rates set forth in such Lease's Rental Payment Schedule.

For purposes of this Section, "Event of Taxability" means either (a) the receipt by Lessor or Lessee of notice from a federal court or federal administrative body, including the Internal Revenue Service, that, as a result of any act, omission, or event whatsoever, the interest payable under such Lease is includable for federal income tax purposes in the gross income of the Lessor; or (b) the receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under such Lease has become includable in the gross income of the Lessor thereof for federal income tax purposes. The Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

6. Lease of Equipment. Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 8 or Section 23. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

7. Continuation of Lease Term. Lessee currently intends, subject to Section 8, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any

Renewal Term is within the discretion of the governing body of Lessee.

8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

9. Conditions to Lessor's Performance. This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

10. Rental Payments. Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

11. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 8, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR

DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

12. Delivery; Installation; Acceptance. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

13. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

14. Use; Maintenance. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

15. Title. Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 23 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

16. Security Interest. To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal

property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

17. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

18. Insurance. At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

19. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

20. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to

Section 23. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 23 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 10.

21. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

22. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

23. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

24. Assignment. Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

25. Events of Default. Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d)

Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

26. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 8 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

27. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

28. Notices. All notices or other communications under any Lease shall be sufficiently given and shall be deemed given

when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

29. Release and Indemnification. To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

30. Miscellaneous Provisions. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 24. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

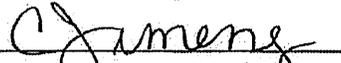
[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LESSOR)

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Signature:



Name/Title:

Cathleen D. Jimenez
Managing Director/EVP

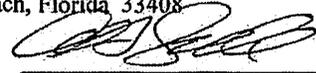
Date:

2/29/2020

(LESSEE)

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408

Signature:



Name/Title:

Andy Lukasik, Village Manager

Date:

2/27/20

EXHIBIT A

SCHEDULE OF PROPERTY NO. 6

RE: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of February 21, 2020, ("Agreement"), between Pinnacle Public Finance, Inc. ("Lessor") and Village of North Palm Beach ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in an amount sufficient to pay the costs to acquire and install the Equipment. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

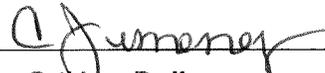
Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

DESCRIPTION OF EQUIPMENT			
<u>Quantity</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial No.</u>
TWO (2)	POLICE VEHICLE-- UNMARKED		
THREE (3)	POLICE VEHICLE - MARKED		
ONE (1)	REAR LOAD COLLECTION TRUCK		
ONE (1)	FIRE RESCUE VEHICLE	SUBURBAN	

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Dated: February 5, 2022

Lessor: Pinnacle Public Finance, Inc.

Signature: 
Name/Title: Cathleen D. Jimenez
Managing Director/ EVP
Date: 1/27/2022

Lessee: Village of North Palm Beach

Signature: 
Name/Title: Andrew D. Lukasik / Village Manager
Date: 1/27/22

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

RE: Schedule of Property No. 6 dated February 5, 2022 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	2/5/2022					\$482,712.07
1	11/5/2022	\$25,471.90	\$6,299.39	\$19,172.51	\$463,539.56	\$463,539.56
2	2/5/2023	\$25,471.90	\$2,016.40	\$23,455.50	\$440,084.06	\$440,084.06
3	5/5/2023	\$25,471.90	\$1,914.37	\$23,557.53	\$416,526.53	\$416,526.53
4	8/5/2023	\$25,471.90	\$1,811.89	\$23,660.01	\$392,866.52	\$392,866.52
5	11/5/2023	\$25,471.90	\$1,708.97	\$23,762.93	\$369,103.59	\$369,103.59
6	2/5/2024	\$25,471.90	\$1,605.60	\$23,866.30	\$345,237.29	\$345,237.29
7	5/5/2024	\$25,471.90	\$1,501.78	\$23,970.12	\$321,267.18	\$321,267.18
8	8/5/2024	\$25,471.90	\$1,397.51	\$24,074.39	\$297,192.79	\$297,192.79
9	11/5/2024	\$25,471.90	\$1,292.79	\$24,179.11	\$273,013.68	\$273,013.68
10	2/5/2025	\$25,471.90	\$1,187.61	\$24,284.29	\$248,729.39	\$248,729.39
11	5/5/2025	\$25,471.90	\$1,081.97	\$24,389.93	\$224,339.47	\$224,339.47
12	8/5/2025	\$25,471.90	\$975.88	\$24,496.02	\$199,843.44	\$199,843.44
13	11/5/2025	\$25,471.90	\$869.32	\$24,602.58	\$175,240.86	\$175,240.86
14	2/5/2026	\$25,471.90	\$762.30	\$24,709.60	\$150,531.26	\$150,531.26
15	5/5/2026	\$25,471.90	\$654.81	\$24,817.09	\$125,714.18	\$125,714.18
16	8/5/2026	\$25,471.90	\$546.86	\$24,925.04	\$100,789.13	\$100,789.13
17	11/5/2026	\$25,471.90	\$438.43	\$25,033.47	\$75,755.67	\$75,755.67
18	2/5/2027	\$25,471.90	\$329.54	\$25,142.36	\$50,613.31	\$50,613.31
19	5/5/2027	\$25,471.90	\$220.17	\$25,251.73	\$25,361.58	\$25,361.58
20	8/5/2027	\$25,471.90	\$110.32	\$25,361.58	\$0.00	\$0.00
Totals:		\$509,437.97	\$26,725.90	\$482,712.07	Rate 1.7400%	

COMMENCEMENT DATE: February 5, 2022

Village of North Palm Beach

Signature: _____



Name/Title: _____

Andrew D. Lukasik / Village Manager

Date: _____

1/27/22

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Denise A. Mutamba
Aleksandr Boksner

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

January 27, 2022

Pinnacle Public Finance, Inc.
8377 E. Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule of Property No. 6, dated February 5, 2022 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

Ladies and Gentlemen:

As legal counsel to Village of North Palm Beach, (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement dated as of February 21, 2020 and Exhibits thereto by and between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach, (the "Agreement") and an executed counterpart of Schedule of Property No. 6 dated February 5, 2022 by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

In rendering this opinion, I have assumed without inquiry:

- (a) The authenticity of all documents submitted to me as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lessor;
- (b) That the Lease has been or will be duly authorized, executed and delivered by Lessor;

- (c) That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
- (d) That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
- (2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;
- (3) Lessee has the requisite power and authority to lease and acquire the Equipment with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease;
- (4) The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under Florida law; and (iii) general principles of equity.
- (5) The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
- (6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

- (a) The opinions expressed herein are limited to matters governed by the laws of the State of Florida. No opinion is expressed regarding the laws of any other jurisdiction.
- (b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

Pinnacle Public Finance, Inc.

January 27, 2022

Page 3

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Leonard G. Rubin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Leonard G. Rubin
Village Attorney

EXHIBIT D
INTERNAL ESCROW LETTER

February 5, 2022

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, Arizona 85255

Re: Schedule of Property No. 6 dated February 5, 2022 to Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Lease") by and between Village of North Palm Beach and Pinnacle Public Finance, Inc.
Ladies and Gentlemen:

We, Village of North Palm Beach ("Lessee"), have entered into the above referenced Lease with you, Pinnacle Public Finance, Inc ("Lessor"), for the purpose of financing Equipment (the "Equipment") in the amount of \$482,712.07 (the "Financed Amount"). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of ~~\$482,712.07~~ (the "Funded Amount") and that Lessor retain \$482,712.07 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Village of North Palm Beach

Signature:



Name/Title:

Andrew D. Lukasik / Village Manager

Date:

1/27/22

INSURANCE COVERAGE REQUIREMENTS

LESSOR: Pinnacle Public Finance, Inc.

LESSEE: Village of North Palm Beach

Please Reference Control #103287 on Certificate of Insurance

1. In accordance with Section 17 of the Agreement, we have instructed the insurance agent named below:
(Please fill in name, address and telephone number).

<u>Public Risk Management (PRM)</u>	Telephone: <u>(407) 445-2414 / (321) 430-1992</u>
<u>200 N. Orange Avenue, Suite # 500</u>	Fax: <u>() N/A</u>
<u>Orlando, FL 32801</u>	Contact: <u>Jennifer Jennings</u>

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Pinnacle Public Finance, Inc. and/or its assigns, as Loss Payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Pinnacle Public Finance, Inc. and/or its assigns as Additional Insured.

- c. Workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses.

Minimum Coverage Required: \$5,000,000 (liability coverage required may be reduced based on type of Equipment and amount financed.)

OR

2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

PLEASE LIST NAME & ADDRESS AS FOLLOWS:

**Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255**

LESSEE: Village of North Palm Beach

Signature: 

Name/Title: Andrew D. Lukasik / Village Manager

Date: 1/27/22

PAYMENT INSTRUCTIONS

Pursuant to the Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Agreement"), Schedule of Property No. 6, dated February 5, 2022, between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach (the "Lessee"), Lessee hereby acknowledges the obligations to make Rental Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

LESSEE NAME: Village of North Palm Beach TAX ID#: 59-6017984

INVOICE MAILING ADDRESS: 501 U.S. Highway One, North Palm Beach, FL 33408

Mail invoices to the attention of: Finance Department Phone (561) 841-3360 Fax (561) 848-9698

Approval of Invoices required by: Samia Janjua Phone (561) 841-3360 Fax (561) 848-9698

Accounts Payable Contact: Lindsay Crain or Denise Werner Phone (561) 841-3360 Fax (561) 848-9698

Processing time for Invoices: Weekly Approval: Weekly Checks: Weekly

Do you have a Purchase Order Number that you would like included on the invoice? No Yes PO# _____

Do your Purchase order numbers change annually? No Yes Processing time for new purchase orders: 1-2 days

LESSEE: Village of North Palm Beach
Signature: 
Name/Title: Andrew D. Lukasik / Village Manager
Date: 1/27/22

BANK QUALIFIED DESIGNATION

Schedule of Property No. 6 dated February 5, 2022 to Master Equipment Lease Purchase Agreement dated February 21, 2020

Lessee hereby represents and certifies the following (please check one):

Bank Qualified

Lessee has designated, and hereby designates, this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In making that designation, Lessee hereby certifies and represents that:

- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 (the statutory limitation through 12/31/2012) of obligations (including this Lease) as “qualified tax-exempt obligations”;
- Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
- The Lease will not be at any time a “private activity bond” as defined in Section 141 of the Code;
- The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
- Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

Lessee has not designated this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: Village of North Palm Beach
Signature: X 
Printed Name/Title: X Andrew D. Lukasik / Village Manager
Date: X 1/27/22

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Village of North Palm Beach		2 Issuer's employer identification number (EIN) 59-6017984	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 501 US Highway One	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code North Palm Beach, FL 33408		7 Date of issue February 5, 2022	
8 Name of issue Sch of Prop No. 6 dtd 2/05/2022 to Master Equipment Lease Purchase Agreement dtd 2/21/2020		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Samia Janjua, Director of Finance		10b Telephone number of officer or other employee shown on 10a 561-841-3360	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	\$482,712	07
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/05/2027	\$ 482,712.07	n/a	5.50 years	1.7400 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)						
22	Proceeds used for accrued interest				22	
23	Issue price of entire issue (enter amount from line 21, column (b))				23	
24	Proceeds used for bond issuance costs (including underwriters' discount)				24	
25	Proceeds used for credit enhancement				25	
26	Proceeds allocated to reasonably required reserve or replacement fund				26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V				27	
28	Proceeds used to refund prior taxable bonds. Complete Part V				28	
29	Total (add lines 24 through 28)				29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)

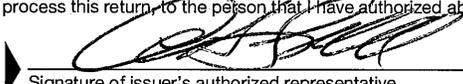
35		
36a		
37		
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions

36a		
37		
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units

37		
37		
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► and enter the following information:
 - b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ► _____
 - d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ►
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ►
- 41a** If the issuer has identified a hedge, check here ► and enter the following information:
 - b** Name of hedge provider ► _____
 - c** Type of hedge ► _____
 - d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ►
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ►
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ►
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


1/27/22

Signature of issuer's authorized representative
Date
Andrew D. Lukasik, Village Manager

Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name Michael Krahenbuhl	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
	Firm's name ► Pinnacle Public Finance			Firm's EIN ► 27-3119149	
	Firm's address ► 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no. 480-419-4800	

CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

February 5, 2022

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

RE: Schedule of Property No. 6 dated February 5, 2022 ("Lease") to the Master Equipment Lease Purchase Agreement dated February 21, 2020 ("Agreement"), by and between Village of North Palm Beach ("Lessee") and Pinnacle Public Finance, Inc. ("Lessor").

Dear Pinnacle Public Finance, Inc.,

I, the undersigned, do hereby certify

(i) that Andrew D. Lukasik / Village Manager

(please print the name and title of the person who signed the lease documents on the line above)

the officer of Lessee who executed the foregoing Lease and Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Lease and Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from October 1st to September 30th.

Sincerely,

Signature:



Name/Title:

Jessica Green / Village Clerk

Dated:

1/27/22

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the execution of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

RESOLUTION 2022-13

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

WHEREAS, the Fire Rescue Department recommended the lease-purchase of a Sutphen G9 Body Custom Pumper Fire Engine through Pinnacle Public Finance, Inc. to replace an existing 2002 Pierce Fire Engine; and

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of current cooperative purchase contracts, and the Fire Engine will be acquired from Sutphen's local dealer, South Florida Emergency Vehicles, pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract (Contract No. 022818 SUT); and

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

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

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

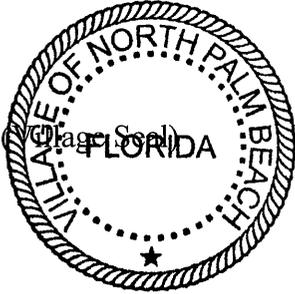
Section 2. The Village Council hereby approves the acquisition of a Sutphen G9 Custom Body Fire Engine for South Florida Emergency Vehicles pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract (Contract No. 022818 SUT) and the lease-purchase of the vehicle for a seven-year term through Pinnacle Public Finance, Inc. The total annual cost of the lease-purchase shall be \$114,954.85 (at a total cost of \$822,334.77 over the seven-year term), with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council authorizes the Mayor and Village Clerk to execute the Purchase Agreement with Sutphen, a copy of which is attached hereto and incorporated herein by reference. The Village Council further authorizes the Village Manager to execute all required documents with Pinnacle Public Finance, Inc. to effectuate the lease-purchase transaction, subject to the review and approval of the Village Attorney.

Section 3. Upon delivery, acceptance and placement into service of the new vehicle, the Village Council declares the following vehicle as surplus property and authorizes its disposal and trade-in in accordance with Village policies and procedures:

Unit No.	Description	VIN	Engine Hours
Engine 1 Shop #321	Pierce Enforcer	4P1CT02UX3A002851	7,655

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

PASSED AND ADOPTED THIS 24TH DAY OF FEBRUARY, 2022.




MAYOR

ATTEST:


VILLAGE CLERK



February 4, 2022

Ms. Samia Janjua
Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

Re: Master Equipment Lease Purchase Agreement dated February 21, 2020 and Schedule of Property No. 7 dated March 1, 2022

Dear Ms. Janjua:

Attached are the documents for the Master Equipment Lease Purchase Agreement between Village of North Palm Beach and Pinnacle Public Finance, Inc. Please have the responsible parties execute the enclosed documents and return them to Pinnacle Public Finance, Inc., 8377 East Hartford Drive, Suite 115, Scottsdale, AZ 85255.

To be completed and executed by an authorized representative of Village of North Palm Beach:

- **Master Equipment Lease Purchase Agreement** Signed Agreement on file with Pinnacle
- **Amendment No. 1** Signed Agreement on file with Pinnacle
- **Exhibit A: Schedule of Property No. 1** This is an itemization of the Equipment to be purchased under this Schedule which incorporates the terms and conditions of the Master Agreement into the Schedule. Please verify the information is correct and sign at the bottom.
- **Exhibit A-1: Rental Payment Schedule** This shows the date each payment is due, the amount of each payment including the interest and principal components, and the purchase price. Please verify this information is correct and sign at the bottom.
- **Exhibit B: Acceptance Certificate** Please hold until equipment is delivered.
- **Bank Qualified Designation**. This form provides a representation regarding the Bank Qualified or Non-Bank Qualified status of the Lease. Please complete and sign this form.
- **Insurance Coverage Requirements** Please fill in the name, address and phone and fax numbers of the insurance agent in the top section. Please sign at the bottom that all information is accurate.
- **Lease Payment Instructions** Please complete the Lease Payment Instructions and include any invoicing requirements in order to ensure prompt and accurate payment of all amounts due under the Lease. Please sign at the bottom that all information is accurate.
- **Form 8038G** This form is to be sent and filed with the IRS. Please follow the separate instructions for this form. Please return the form to us for filing.
- **Legal Opinion of Counsel** Please forward with the attorney cover letter to your counsel as soon as possible with a set of the executed documentation.

To be executed by an authorized individual, OTHER THAN THE REPRESENTATIVE WHO EXECUTED THE ABOVE DOCUMENTS

- **Certificate of Signature Authority** This document confirms that the person who has executed the above document is authorized to do so. THIS CANNOT BE EXECUTED BY THE SAME PERSON. Please forward this certificate, with the executed documents, to such person.
-

In addition to the documents listed above, please provide us, prior to funding, with the following:

- **Certificate of Insurance** - evidencing both Liability and Physical Damage coverage in the amounts stated on the Insurance Coverage Requirements form and naming Pinnacle Public Finance, Inc. as **loss payee and additional insured**. Please have your Insurance Agent reference Control #103123 on the certificate.
- **Tax Exempt Certificate** – for the **Village of North Palm Beach**

If you have any questions, please feel free to call me directly at 480-604-8599. Thank you for your assistance. I look forward to working with you on this transaction.

Sincerely,

Julie McMahon

Julie McMahon
Investment Associate

Enclosures

AMENDMENT NO. 1
TO

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED FEBRUARY 21, 2020

LESSEE:
Village of North Palm Beach
501 U.S. Highway 1
North Palm Beach, FL 33408

LESSOR:
Pinnacle Public Finance, Inc.
8377 E. Hartford Dr., Suite 115
Scottsdale, AZ 85255

Pinnacle Public Finance, Inc. ("Lessor") and Village of North Palm Beach ("Lessee") hereby enter into this amendment no. 1 ("Amendment"), which modifies the Master Equipment Lease Purchase Agreement ("Agreement") executed between the parties as follows:

All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. **Supplement to Section 9 of the Master Lease.** Section 9 of the Master Lease, entitled Rental Payments, is hereby amended by adding the following sentence at the end of the existing section:

"Payments will come from sources other than ad valorem taxes."

2. **Deletion to Section 16 of the Master Lease.** The text of Section 16 of the Master Lease, entitled Security Interest, is hereby deleted in its entirety and Section 16 is renamed "Reserved."

3. **Amendment to Section 18 of the Master Lease.** Section 18 of the Master Lease is hereby amended by deleting any requirement that requires Lessee to name Lessor as an additional insured.

4. **Supplement to Section 29 of the Master Lease.** Section 29 of the Master Lease is hereby amended by adding the following language to the end thereof:

"Nothing in this section shall waive Lessee's sovereign immunity protections or the limitations of liability set forth in Section 768.28, Florida Statutes, nor shall it create a cause of action in favor of any third party."

5. **Clarification to Section 30 of the Master Lease.** Section 30 of the Master Lease is amended, for the avoidance of doubt, by adding "of Florida" to the end of the last sentence.

6. **Effective Date.** This Amendment is executed as of February 21, 2020.

7. **Original Master Lease Otherwise to Remain in Full Force and Effect.** Except as otherwise expressly provided in this Amendment, the original Master Lease shall remain in full force and effect as original executed and delivered and is ratified by the parties.

[Signature page follows]

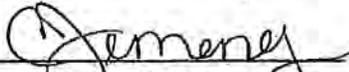
IN WITNESS WHEREOF, the fully authorized representatives of the parties have executed this Amendment as February 21, 2020.

LESSEE: Village of North Palm Beach

By: 

Title: Village Manager

LESSOR: Pinnacle Public Finance, Inc.

By: 

Title: Cathleen D. Jimenez
Managing Director/ EVP

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Master Equipment Lease Purchase Agreement dated as of February 21, 2020 ("Agreement") and entered into between Pinnacle Public Finance, Inc., a Delaware corporation ("Lessor"), and Village of North Palm Beach, a body corporate and politic existing under the laws of the State of Florida ("Lessee").

1. Agreement. Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. Term. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced by Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body

corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. Tax and Arbitrage Representations. Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease not constitute a "true" lease for federal income tax purposes.

5. Event of Taxability. Upon the occurrence of an Event of Taxability, as herein defined, with respect to a Lease, the interest component of the Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Coupon Rate shall accrue and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined to be includible

in the gross income of the Lessor for federal income tax purposes, and Lessee shall pay such additional amount as will result in the Lessor receiving the interest component at the Taxable Rate identified in the related Lease. The "Coupon Rate" and "Taxable Rate" for such lease are the rates set forth in such Lease's Rental Payment Schedule.

For purposes of this Section, "Event of Taxability" means either (a) the receipt by Lessor or Lessee of notice from a federal court or federal administrative body, including the Internal Revenue Service, that, as a result of any act, omission, or event whatsoever, the interest payable under such Lease is includable for federal income tax purposes in the gross income of the Lessor; or (b) the receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under such Lease has become includable in the gross income of the Lessor thereof for federal income tax purposes. The Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

6. Lease of Equipment. Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 8 or Section 23. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

7. Continuation of Lease Term. Lessee currently intends, subject to Section 8, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any

Renewal Term is within the discretion of the governing body of Lessee.

8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term; but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

9. Conditions to Lessor's Performance. This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

10. Rental Payments. Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

11. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 8, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR

DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

12. Delivery; Installation; Acceptance. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

13. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

14. Use; Maintenance. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

15. Title. Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 23 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

16. Security Interest. To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal

property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

17. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

18. Insurance. At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

19. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

20. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to

Section 23. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 23 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 10.

21. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

22. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

23. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

24. Assignment. Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

25. Events of Default. Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d)

Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

26. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 8 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

27. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

28. Notices. All notices or other communications under any Lease shall be sufficiently given and shall be deemed given

when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

29. Release and Indemnification. To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

30. Miscellaneous Provisions. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 24. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

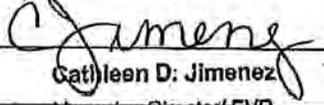
[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LESSOR)

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Signature:


Catherine D. Jimenez

Name/Title:

Managing Director/EVP

Date:

2/29/2020

(LESSEE)

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408

Signature:



Name/Title:

Andy Lukasik, Village Manager

Date:

2/27/20

EXHIBIT A

SCHEDULE OF PROPERTY NO. 7

RE: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of February 21, 2020, ("Agreement"), between Pinnacle Public Finance, Inc. ("Lessor") and Village of North Palm Beach ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in an amount sufficient to pay the costs to acquire and install the Equipment. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

<u>DESCRIPTION OF EQUIPMENT</u>			
<u>Quantity</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial No.</u>
ONE (1)	2022-23 Sutphen Custom Pumper G-9 Body		

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Dated: March 1, 2022

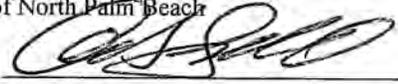
Lessor: Pinnacle Public Finance, Inc.

Signature:  Digitally signed by Michael J. Krahenbuhl

Name/Title: Michael J. Krahenbuhl, VP

Date: 02/28/2022

Lessee: Village of North Palm Beach

Signature: 

Name/Title: Andrew D. Lukasik / Village Manager

Date: 2/24/2022

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

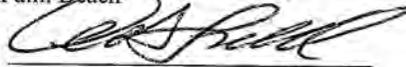
RE: Schedule of Property No. 7 dated March 1, 2022 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	3/1/2022					\$732,400.00
1	3/1/2023	\$17,650.84	\$17,650.84	\$0.00	Non-Callable	\$732,400.00
2	3/1/2024	\$114,954.85	\$17,650.84	\$97,304.01	Non-Callable	\$635,095.99
3	3/1/2025	\$114,954.85	\$15,305.81	\$99,649.03	Non-Callable	\$535,446.96
4	3/1/2026	\$114,954.85	\$12,904.27	\$102,050.57	Non-Callable	\$433,396.39
5	3/1/2027	\$114,954.85	\$10,444.85	\$104,509.99	\$335,464.12	\$328,886.39
6	3/1/2028	\$114,954.85	\$7,926.16	\$107,028.68	\$226,294.86	\$221,857.71
7	3/1/2029	\$114,954.85	\$5,346.77	\$109,608.08	\$114,494.62	\$112,249.63
8	3/1/2030	\$114,954.85	\$2,705.22	\$112,249.63	-\$0.00	-\$0.00
Totals:		\$822,334.77	\$89,934.77	\$732,400.00	Rate 2.4100%	

COMMENCEMENT DATE: March 1, 2022

Village of North Palm Beach

Signature:



Name/Title:

Andrew D. Lukasik / Village Manager

Date:

2/24/2022

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Denise A. Mutamba
Aleksandr Boksner

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

February 25, 2022

Pinnacle Public Finance, Inc.
8377 E. Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule of Property No. 7, dated March 1, 2022 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

Ladies and Gentlemen:

As legal counsel to Village of North Palm Beach, (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement dated as of February 21, 2020 and Exhibits thereto by and between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach, (the "Agreement") and an executed counterpart of Schedule of Property No. 7 dated March 1, 2022 by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

In rendering this opinion, I have assumed without inquiry:

- (a) The authenticity of all documents submitted to me as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lessor;
- (b) That the Lease has been or will be duly authorized, executed and delivered by Lessor;

- (c) That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
- (d) That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
- (2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;
- (3) Lessee has the requisite power and authority to lease and acquire the Equipment with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease;
- (4) The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under Florida law; and (iii) general principles of equity.
- (5) The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
- (6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

- (a) The opinions expressed herein are limited to matters governed by the laws of the State of Florida. No opinion is expressed regarding the laws of any other jurisdiction.
- (b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

Pinnacle Public Finance, Inc.

February 25, 2022

Page 3

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Leonard G. Rubin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Leonard G. Rubin
Village Attorney

EXHIBIT D
INTERNAL ESCROW LETTER

March 1, 2022

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, Arizona 85255

Re: Schedule of Property No. 7 dated March 1, 2022 to Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Lease") by and between Village of North Palm Beach and Pinnacle Public Finance, Inc.

Ladies and Gentlemen:

We, Village of North Palm Beach ("Lessee"), have entered into the above referenced Lease with you, Pinnacle Public Finance, Inc ("Lessor"), for the purpose of financing Equipment (the "Equipment") in the amount of \$732,400.00 (the "Financed Amount"). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of \$0.00 (the "Funded Amount") and that Lessor retain \$732,400.00 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Village of North Palm Beach

Signature:



Name/Title:

Andrew D. Lukasik / Village Manager

Date:

2/24/2022

INSURANCE COVERAGE REQUIREMENTS

LESSOR: Pinnacle Public Finance, Inc.

LESSEE: Village of North Palm Beach

Please Reference Control #103318 on Certificate of Insurance

1. In accordance with Section 17 of the Agreement, we have instructed the insurance agent named below:
(Please fill in name, address and telephone number).

<u>Public Risk Management (PRM)</u>	Telephone: <u>(407) 445-2414 / (321) 430-1992</u>
<u>200 N. Orange Avenue, Suite # 500</u>	Fax: <u>() N/A</u>
<u>Orlando, FL 32801</u>	Contact: <u>Jennifer Jennings</u>

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Pinnacle Public Finance, Inc. and/or its assigns, as Loss Payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Pinnacle Public Finance, Inc. and/or its assigns as Additional Insured.

- c. Workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses.

Minimum Coverage Required: \$5,000,000 (liability coverage required may be reduced based on type of Equipment and amount financed.)

OR

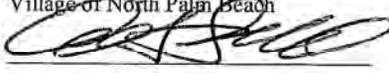
2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

PLEASE LIST NAME & ADDRESS AS FOLLOWS:

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

LESSEE: Village of North Palm Beach

Signature: 

Name/Title: Andrew D. Lukasik / Village Manager

Date: 2/24/2022

PAYMENT INSTRUCTIONS

Pursuant to the Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Agreement"), Schedule of Property No. 7, dated March 1, 2022, between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach (the "Lessee"), Lessee hereby acknowledges the obligations to make Rental Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

LESSEE NAME: Village of North Palm Beach TAX ID#: 59-6017984

INVOICE MAILING ADDRESS: 501 U.S. Highway One, North Palm Beach, FL 33408

Mail invoices to the attention of: Finance Department Phone (561) 841-3360 Fax (561) 848-9698

Approval of Invoices required by: Samia Janjua Phone (561) 841-3360 Fax (561) 848-9698

Accounts Payable Contact: Lindsay Crain or Denise Werner Phone (561) 841-3360 Fax (561) 848-9698

Processing time for Invoices: Weekly Approval: Weekly Checks: Weekly

Do you have a Purchase Order Number that you would like included on the invoice? No Yes PO# _____

Do your Purchase order numbers change annually? No Yes Processing time for new purchase orders: 1-2 days

LESSEE: Village of North Palm Beach
Signature: 
Name/Title: Andrew D. Lukasik / Village Manager
Date: 2/24/2022

BANK QUALIFIED DESIGNATION

Schedule of Property No. 7 dated March 1, 2022 to Master Equipment Lease Purchase Agreement dated February 21, 2020

Lessee hereby represents and certifies the following (please check one):

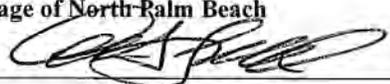
Bank Qualified

Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:

- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 (the statutory limitation through 12/31/2012) of obligations (including this Lease) as "qualified tax-exempt obligations";
- Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
- The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;
- The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
- Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: Village of North Palm Beach
Signature: X 
Printed Name/Title: X Andrew D. Lukasik / Village Manager
Date: X 2/24/2022

Instructions for 8038-G:

Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

Line 2:

Enter the EIN number of the Issuer (Lessee)

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 10a and 10b:

Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

Line 39:

Bank Qualified Designation

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

Lines 41a-41d and 42:

Hedges

If the issuer (Lessee) has identified a hedge, this section must be completed.

Line 43:

Written procedures regarding Remediation of Non-Qualified Bonds

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

Line 44:

Written procedures to monitor Section 148 of the Code

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

Lines 45a and 45b:

Reimbursement

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

Signature and Consent:

Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Village of North Palm Beach		2 Issuer's employer identification number (EIN) 59-6017984	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 501 US Highway One	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code North Palm Beach, FL 33408		7 Date of issue March 1, 2022	
8 Name of issue Sch of Prop No. 7 dtd 03/01/2022 to Master Equipment Lease Purchase Agreement dtd 2/21/2020		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Samia Janjua, Director of Finance		10b Telephone number of officer or other employee shown on 10a 561-847-3360	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	\$732,400 00
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed. N/A				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 03/01/2030	\$ 732,400.00	n/a	8.00 years	2.4100 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement		25	
26 Proceeds allocated to reasonably required reserve or replacement fund		26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V		27	
28 Proceeds used to refund prior taxable bonds. Complete Part V		28	
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

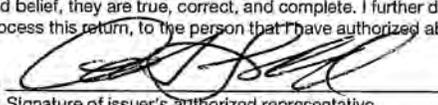
Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


2/24/2022
Andrew D. Lukasik, Village Manager

Signature of issuer's authorized representative
Date
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Michael Krahenbuhl				PO1850365
	Firm's name ▶ Pinnacle Public Finance	Firm's EIN ▶ 27-3119149		Phone no. 480-419-4800	
	Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255				

CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

March 1, 2022

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

RE: Schedule of Property No. 7 dated March 1, 2022 ("Lease") to the Master Equipment Lease Purchase Agreement dated February 21, 2020 ("Agreement"), by and between Village of North Palm Beach ("Lessee") and Pinnacle Public Finance, Inc. ("Lessor").

Dear Pinnacle Public Finance, Inc.,

I, the undersigned, do hereby certify

(i) that Andrew D. Lukasik / Village Manager

(please print the name and title of the person who signed the lease documents on the line above)

the officer of Lessee who executed the foregoing Lease and Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Lease and Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from October 1st to September 30th.

Sincerely,

Signature:



Name/Title:

Jessica Green / Village Clerk

Dated:

2/24/2022

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the execution of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

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

TO: Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Director of Community Development

DATE: April 28, 2022

SUBJECT: **ORDINANCE 2nd READING – Adoption of Code Changes Related to Single-Family Residential Development**

History

At the March 2, 2021 Planning Commission meeting, staff gave a presentation regarding large homes that are being constructed in the Village and options available to address concerns being raised by residents, Planning Commission members, and the Village Council. Staff then gave a similar presentation to the Village Council at its April 8th meeting. The Council discussed possible strategies to develop and implement a revised residential Code, including a moratorium on tear-down and rebuilds or an expedited process to develop new Code provisions. Staff requested time to evaluate strategies in order to accomplish Council's policy objectives.

At a May 13, 2021 Village Council Workshop, Village staff shared some preliminary observations about the housing trends in the Village with the Council and discussed possible methods to address Council's policy direction. Specifically, staff recommended establishing a "Zoning in Progress" ("ZIP") for the R-1 Zoning District that would continue to allow redevelopment of residential properties within certain parameters until amendments to the Code could be adopted. Staff also recommended the creation of an Ad-Hoc Committee of residents to evaluate permanent code changes during the ZIP.

Staff then drafted a Zoning in Progress Ordinance and presented it to the Planning Commission on June 8, 2021. The Planning Commission unanimously recommended approval. The Ordinance was brought to Village Council on August 12, 2021. At that meeting, the Village Council tabled consideration of the ZIP Ordinance and opted to appoint members to the Ad-Hoc Committee at its August 26th meeting. The Council further requested that the Ad-Hoc Committee review the proposed ZIP and provide recommendations in October.

The Ad-Hoc Committee met on September 20, 2021 to review the proposed ZIP. All members and alternates were in attendance, as were several residents. The Ad-Hoc Committee discussed the ZIP standards at length and generally agreed that the ZIP standards were a reasonable temporary solution. The committee voted 6-1 to recommend adoption of staff's recommendations regarding minimum landscaped area and 2nd story floor area. Due to uncertainty about the proposed maximum building height of thirty feet, the Ad Hoc Committee opted to recommend increasing it to thirty-five feet for ridged roofs and thirty feet for flat roofs.

Summary of Ad Hoc Committee and Planning Commission Meetings

The Village Council adopted the ZIP by a vote of 3-2 at its October 28, 2021 meeting. The ZIP was approved for a period of six months, with potential for a further six-month extension. The ZIP allowed development to continue within the R-1 District, with three restrictions:

1. All new one-story homes are to have a thirty-five percent (35%) minimum landscaped area, all new two-story homes were to have a forty (40%) minimum landscaped area, and are to provide a landscaped area of fifty (50%) in the required front setback. Homes on collector roads (i.e., Lighthouse Drive and Prosperity Farms Road) have to provide a forty (40%) minimum landscaped area within the front setback and properties with irregular shaped lots (cul-de-sacs) have to provide a twenty-five (25%) minimum landscaped area within the front setback.
2. All homes are limited to thirty feet (30') in height for flat roofs and thirty-five (35') for all other roof types, including gable, hip, gambrel, and shed roofs.
3. The floor area of the second story of a single-family home is limited to seventy-five percent (75%) of the floor area of the first story.

Since the adoption of the ZIP, the Ad Hoc Committee held public meetings on November 16, 2021, December 13, 2021, January 19, 2022, and March 22, 2022 to study various issues and evaluate permanent code recommendations for the R-1 Zoning District. Staff and the Ad Hoc Committee have agreed that there are code changes to evaluate beyond the three key issues in the ZIP and that more time is needed to evaluate permanent changes to the second-story massing issue. Staff and the Ad Hoc Committee are recommending to adopt code changes related to minimum landscaped area, building height, and stormwater management and to extend the ZIP an additional six months to further evaluate the second-story massing issue. While the second-story massing issue is evaluated, additional code changes will be considered based on feedback that has been brought up by residents, Committee members, and staff at the Ad Hoc Committee meetings.

At its April 5, 2022 meeting, the Planning Commission unanimously recommended approval of the proposed revisions to the Village Code, with a minor revision to the drainage code. The Planning Commission members thought the draft changes were reasonable and agreed that there are many other code changes to evaluate while the second-story massing issue is further evaluated.

Summary of Recommended Code Changes

There are several recommended permanent changes to the R-1 Zoning District and Chapter 21 (Stormwater Management) based on feedback from the Ad Hoc Committee. The recommended changes are:

- The minimum landscaped area for one-story homes is to be reduced from 35% to 30% to further incentivize one-story homes.
- The maximum building height is being reduced from thirty-five feet (35') for gable, hip, gambrel, and shed roofs to thirty feet (30'). The height will be measured from the average elevation prior to land alteration for properties outside the special flood hazard area and from the design flood elevation for properties inside the special flood hazard area. The height is measured to the mid-point of the roof for gable, hip, gambrel, or shed roofs.
- The total width of driveways in the swale adjacent to a residential single-family lot is being limited to thirty-two (32) feet for lots under ninety (90) feet in width and forty (40) feet for lots over ninety (90) feet in width. There is currently no limitation on the width of driveways in the swale.

- The code currently allows postdevelopment runoff to not exceed the current (or predevelopment) level of runoff, but does not restrict where the runoff can go. The draft Ordinance provides that any vested predevelopment runoff is required to be directed towards the swale and not adjacent properties or waterbodies.
- The draft Ordinance requires that any runoff that exceeds predevelopment conditions shall be retained on site when a substantial improvement occurs. Substantial improvement is defined as any project where the cost equals fifty percent of the market value of the preconstruction value of a structure.
- The Ordinance requires a conceptual grading and drainage plan if a property is being regraded during construction. The conceptual grading and drainage plan will indicate the existing and proposed site elevations and depict where drainage will go.
- The Village can waive the need for a conceptual grading and drainage plan for minor projects (pergolas, paver replacement, etc.).
- If the conceptual grading and drainage plan indicates that stormwater runoff may be increasing on a site and/or is being directed to adjacent properties, the Village can request engineering plans which indicate the postdevelopment runoff does not exceed predevelopment runoff and that all runoff is either retained on site or directed towards the swale.
- There are procedures and requirements which will ensure that any required onsite storage will be maintained by the property owner in perpetuity.

Village Council First Reading

At the first reading on April 14th, the Village Council elected to have the same minimum landscaped area for one and two-story homes. Therefore, the Ordinance has been amended to require a minimum landscaped area of 30% for both one and two-story homes, as opposed to the Ad Hoc Committee's recommendation of 30% for one-story homes and 40% for two-story homes. Additionally, as directed by the Village Council, the Ordinance now provides a waiver process for the 50% minimum landscaped area requirement for the required 25-foot front yard setback. A property owner who meets the overall minimum landscaped area requirement can apply for up to a 5% reduction in the front setback landscaped area requirement by demonstrating that he or she has made a reasonable attempt to comply with the Code requirement and has mitigated any deficiency through the installation of enhanced landscaping materials, the use of permeable hardscape or some other acceptable means. Waiver requests will be heard by the Planning Commission. Other minor changes include the reference to mulch in the definition of the term "landscaped area" and clarification that Prosperity Farms Road and Lighthouse Drive are the only collector roads in the Village, thereby allowing for a front yard setback minimum landscaped area of 40% in lieu of the required 50%.

In reference to resident feedback, the Village's Assistant Public Works Director Chad Girard added that postdevelopment runoff would be measured using the 10 year-1-day storm event. This measurement is consistent with the Village's design requirements for streets.

Recommendations:

At its March 22, 2022 meeting, the Ad Hoc Committee voted 4-3 to make the building height thirty feet for all roof types. Two of the dissenting members wanted the height to be thirty-two feet and the other wanted it to be thirty-five feet. The members voted 6-1 to adopt the minimum landscape standards as drafted. The dissenting member felt the front yard restriction of 50% is too onerous. The members all supported the changes to the stormwater management code. At its April 4, 2022 Meeting, the Planning Commission recommended approval of the draft code changes by a vote of 6-0.

1 Ordinance is in the interests of the health, safety and welfare of the residents of the Village of
2 North Palm Beach.

3
4 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
5 OF NORTH PALM BEACH, FLORIDA as follows:

6
7 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

8
9 Section 2. The Village Council hereby amends Article V, “Stormwater Management,” of
10 Chapter 21, “Planning and Development,” to read as follows (additional language underlined and
11 deleted language ~~stricken through~~):

12
13 ARTICLE V. STORMWATER MANAGEMENT

14
15 * * *

16
17 **Sec. 21-67. Postdevelopment runoff rates, volumes and pollutant loads.**

18
19 The developer/owner of any site shall be responsible for the on-site
20 management of stormwater runoff in a manner such that postdevelopment runoff
21 rates, volumes and pollutant loads do not exceed predevelopment conditions as per
22 chapters 40E-4, 40E-40 and/or 40E-41, Florida Administrative Code. Where the
23 construction involves a substantial improvement as defined in Section 21-70(a)
24 below, any offsite runoff allowed by the predevelopment conditions shall be
25 directed to the swale or a privately-owned local stormwater management system
26 for treatment. Any additional postdevelopment runoff created during the 10 year-
27 1-day storm event shall be retained on site. No predevelopment or postdevelopment
28 runoff shall be directed towards adjacent properties, including waterbodies.

29
30 (a) A conceptual grading and drainage plan with existing and proposed
31 site elevations shall be provided if a property is being re-graded
32 before, during, or after construction. The Community Development
33 Director may waive the need for a conceptual grading and drainage
34 plan when only minimal grading will occur. The Community
35 Development Director or the Building Official may require
36 engineered plans demonstrating that the postdevelopment runoff
37 rates do not exceed predevelopment conditions and that all runoff is
38 either retained on site or directed towards the swale or a privately-
39 owned local stormwater management system.

40
41 (b) When onsite storage is required, an as-built survey, signed and
42 sealed by a licensed Florida surveyor and/or licensed Florida
43 engineer, documenting proper construction and required volume of
44 the storage system, must be submitted to and approved by the
45 Building Official prior to permit closeout or the issuance of a
46 certificate of occupancy. For an under-ground system, a notarized
47 letter from the general contractor, along with as-built plans and

1 construction photographs, will be sufficient to demonstrate proper
2 construction.

3 (c) Subsequent to the approval of the property owner’s final grading,
4 including on-site and/or stormwater storage, and closeout of the
5 applicable permit or issuance of a certificate of occupancy, the
6 improvements shall be maintained in perpetuity by the property
7 owner.

8
9 (d) In order to ensure compliance with the provisions of this section and
10 the requirements to maintain onsite stormwater improvements over
11 time, the village is authorized to conduct inspections of real
12 property, upon reasonable notice and at reasonable times, for the
13 purpose of inspecting said property and/or onsite storage
14 improvements for compliance with this section and with any
15 applicable conditions of previously issued permits. In addition to
16 any other remedies provided by law or by this code, upon
17 notification by the Community Development Director, the failure to
18 maintain the improvements will require restoration within a time
19 frame stipulated by the Director. If restoration is not timely
20 completed, the village shall have the right to complete the
21 restoration, and recover the actual costs incurred, including
22 administrative costs, from the then property owner and may file a
23 lien against the property for the amount of such costs if they remain
24 unpaid for thirty (30) days after the village’s demand for payment.

25 * * *

26
27
28 **Sec. 21-70. Water quality.**

29 (a) *Definitions.*

30 (1) *Authorized official:* Any employee of the village authorized
31 in writing by the director to administer or enforce the
32 provisions of this article.

33 (2) *Director:* The director of community development.

34 (3) *Discharge:* Any direct or indirect entry of any solid, liquid
35 or gaseous matter.

36 (4) *Person:* Any natural individual, corporation, partnership,
37 institution, or other entity.

38 (5) *Site of industrial activity:* Any area or facility used for
39 manufacturing, processing or raw materials storage, as
40 defined under 40 CFR Section 122.26(a)(14) of regulations
41 of the U.S. Environmental Protection Agency, as amended.
42
43
44
45
46
47
48

1 (6) *Stormwater*: Any stormwater runoff, and surface runoff and
2 drainage.

3
4 (7) *Stormwater system*: The system of conveyances used for
5 collecting, storing, and transporting stormwater owned by
6 the village but not including any facilities intended to be
7 used in accordance with applicable law for collecting and
8 transporting sanitary or other wastewater.

9
10 (8) *Substantial improvement*: Any repair, reconstruction,
11 rehabilitation, addition, or other improvement of a building
12 or structure, the cost of which equals or exceeds fifty (50)
13 percent of the market value of the building or structure
14 before the improvement or repair is started.

15
16 (b) *Water quality*. In order to minimize the degradation of water quality
17 in receiving bodies, all development will be provided with
18 landscaped areas, grassed areas or other natural vegetated areas to
19 receive runoff from buildings, pavement or other impervious areas
20 to the degree that pollutants from these areas may be absorbed by
21 the vegetation or percolated into the soil. No runoff from such
22 impervious areas shall be discharged directly into any inlet or storm
23 sewer without first being given the opportunity to pass through a
24 natural vegetated area. All potential areas of soil erosion shall be
25 protected to minimize siltation transport by flowing water.

26
27 (c) [~~*Construction site runoff.*~~] To protect and preserve water quality,
28 Best Management Practices (BMPs) for construction site runoff,~~as~~
29 ~~contained in Chapter 4.0 of the Palm Beach County, 208 Area-wide~~
30 ~~Waste Treatment Management Plan,~~ shall be employed. During
31 construction projects involving a substantial improvement, or for
32 parcels five acres or larger, or when deemed necessary by the
33 Community Development Director, projects shall provide a
34 stormwater pollution prevention plan or an equivalent document.
35 The stormwater pollution prevention plan shall include the
36 installation of erosion and sediment controls, including a silt fence
37 and crushed rock to stabilize areas used for mobilization. The
38 construction site operator is required to take corrective action as
39 needed and conduct inspections of the stormwater pollution controls
40 every seven (7) days or when one-half inch (0.5”) or greater of
41 rainfall occurs within a twenty-four (24) hour period. All controls
42 shall be consistent with the performance standards for erosion and
43 sediment control contained in the Erosion and Sediment Control
44 Designer and Reviewer Manual prepared by the Florida Department
45 of Transportation and the Florida Department of Environmental
46 Protection, as well as the Village’s Erosion and Sediment Control
47 Policy.

1 (d) *Industrial activity.*

2
3 (1) *General provisions.* Any discharge into the stormwater
4 system in violation of any federal, state, county, municipal
5 or other law, rule, regulation or permit is prohibited.

6
7 (2) *Specific prohibitions.* By adoption of industrial activity
8 stormwater regulations or by issuance of industrial activity
9 stormwater permits, or both, the director may impose
10 reasonable limitations as to the quality of stormwater
11 (including without limitation the designation of maximum
12 levels of pollutants) discharged into the stormwater system
13 from sites of industrial activity. Any promulgation of such
14 regulations and issuance of permits by the director shall be
15 in accordance with applicable law.

16
17 (3) *Administrative orders.* The director may issue an order to
18 any person to immediately cease any discharge determined
19 by the director to be in violation of any provision of this
20 section, or in violation of any regulation or permit issued
21 hereunder.

22
23 (4) *NPDES permits.* Any person who holds a National Pollutant
24 Discharge Elimination System (NPDES) permit shall
25 provide a copy of such permit to the director no later than
26 the later of: sixty (60) calendar days after the effective date
27 of Ordinance No. 8-93 or sixty (60) calendar days after
28 issuance.

29
30 (e) *Illicit discharges.*

31
32 (1) *General prohibitions.* Except as set forth in section 21-
33 70(e)(3) or as in accordance with a valid NPDES permit, any
34 discharge to the stormwater system that is not composed
35 entirely of stormwater is prohibited.

36
37 (2) *Specific prohibitions.* Any discharge to the stormwater
38 system containing any sewage, industrial waste or other
39 waste materials, or containing any materials in violation of
40 federal, state, county, municipal, or other laws, rules,
41 regulations, orders or permits, is prohibited.

42
43 (3) *Authorized exceptions.* Unless the director determines that it
44 is not properly managed or otherwise is not acceptable, the
45 following discharges are exempt from the general
46 prohibition set forth under section 21-70(e)(1): flows from
47 firefighting, water line flushing and other contributions from
48 potable water sources, landscape irrigation and lawn

1 watering, irrigation water, diverted stream flows, rising
2 groundwaters, direct infiltration to the stormwater system,
3 uncontaminated pumped groundwater, foundation and
4 footing drains, water from crawl space pumps, air
5 conditioning condensation, springs, individual residential
6 car washings, flows from riparian habitats and wetlands, and
7 de-chlorinated swimming pool contributions.
8

9 (4) *Illicit connections.* No person may maintain, use or establish
10 any direct or indirect connection to the stormwater system
11 that results in any discharge in violation of this section. This
12 prohibition is retroactive and applies to connections made in
13 the past, regardless of whether made under a permit, or other
14 authorization, or whether permissible under laws or practices
15 applicable or prevailing at the time the connection was made.
16

17 (5) *Administrative order.* The director may issue an order to any
18 person to immediately cease any discharge, or any
19 connection to the stormwater system, determined by the
20 director to be in violation of any provision of this section, or
21 in violation of any regulation or permit issued hereunder.
22

23 (f) *Spills and dumping.*
24

25 (1) *General prohibitions.* Except as set forth under section 21-
26 70(e)(3) or as in accordance with a valid NPDES permit, any
27 discharge to the stormwater system that is not composed
28 entirely of stormwater is prohibited.
29

30 (2) *Specific prohibitions.* Any discharge to the stormwater
31 system containing any sewage, industrial waste or other
32 waste materials, or containing any materials in violation of
33 federal, state, county, municipal, or other laws, rules,
34 regulations, orders or permits, is prohibited.
35

36 (3) *Notification of spills.* As soon as any person has knowledge
37 of any discharge to the stormwater system in violation of this
38 section, such person shall immediately notify the director by
39 telephone or other direct means and if such person is directly
40 or indirectly responsible for such discharge, then such
41 person shall also take immediate action to ensure the
42 containment and clean up of such discharge and shall
43 confirm such telephone notification in writing to the director
44 within three (3) calendar days.
45

46 (4) *Administrative order.* The director may issue an order to any
47 person to immediately cease any discharge, or connection to
48 the stormwater system, determined by the director to be in

1 violation of any provision of this section, or in violation of
2 any regulation or permit issued hereunder.

3
4 (g) *Enforcement.*

5
6 (1) *Injunctive relief.* Any violation of any provision of this
7 section, or of any regulation or order issued hereunder, shall
8 be subject to injunctive relief if necessary to protect the
9 public health, safety or general welfare.

10
11 (2) *Continuing violation.* A person shall be deemed guilty of a
12 separate violation for each and every day during any
13 continuing violation of any provision of this section, or of
14 any regulation or permit issued hereunder.

15
16 (3) *Enforcement actions.* The director may take all actions
17 necessary, including the issuance of notices of violation and
18 the filing of court actions, and/or request enforcement by the
19 village code enforcement board to require and enforce
20 compliance with the provisions of this section and with any
21 regulation or permit issued hereunder.

22
23 (h) *Inspections and monitoring.*

24
25 (1) *Authority for inspections.* Whenever necessary to make an
26 inspection to enforce any of the provisions of this section, or
27 regulation or permit issued hereunder, or whenever an
28 authorized official has reasonable cause to believe there
29 exists any condition constituting a violation of any of the
30 provisions of this section, or regulation or permit issued
31 hereunder, any authorized official may enter any property,
32 building or facility at any reasonable time to inspect the same
33 or to perform any duty related to enforcement of the
34 provisions of this section or any regulations or permits
35 issued hereunder; provided that (a) if such property, building
36 or facility is occupied, such authorized official shall first
37 present proper credentials and request permission to enter,
38 and (b) if such property, building or facility is unoccupied,
39 such authorized official shall make a reasonable effort to
40 locate the owner or other person having charge or control of
41 the property, building or facility, and shall request
42 permission to enter. Any request for permission to enter
43 made hereunder shall state that the owner or person in
44 control has the right to refuse entry, and that in such event is
45 refused, the authorized official may enter to make inspection
46 only upon issuance of a search warrant by a duly authorized
47 magistrate. If the owner or person in control refuses
48 permission to enter after such request has been made, the

1 authorized official is hereby authorized to seek assistance
2 from any court of competent jurisdiction in obtaining entry.
3 Routine or area-wide inspections shall be based upon such
4 reasonable selection processes as may be necessary to carry
5 out the purposes of this section, including but not limited to
6 random sampling and sampling in areas with evidence of
7 stormwater contamination, non-stormwater discharges, or
8 similar factors.

9
10 (2) *Authority for monitoring and sampling.* Any authorized
11 official may establish on any property such devices as are
12 necessary to conduct sampling or metering of discharges of
13 the stormwater system. During any inspections made to
14 enforce the provisions of this section, or regulations or
15 permits issued hereunder, any authorized official may take
16 any samples deemed necessary.

17
18 (3) *Requirements for monitoring.* The director may require any
19 person engaging in any activity or owning any property,
20 building or facility (including but not limited to a site of
21 industrial activity) to undertake such reasonable monitoring
22 of any discharge(s) to the stormwater system and to furnish
23 periodic reports.

24
25 Section 2. The Village Council hereby amends Article I, “In General,” of Appendix C
26 (Chapter 45), “Zoning of the Village Code of Ordinances by amending Section 45-2,
27 “Definitions,” to read as follows (additional language is underlined):

28
29 **Sec. 45-2. Definitions.**

30
31 For the purpose of this Code, certain words and terms are defined as follows:

32
33 * * *

34 Average elevation shall be used to calculate the maximum allowable height
35 of single-family dwellings within the R-1 Zoning District that are not located within
36 a special flood hazard area. The average elevation is an average of the existing
37 elevation of the buildable area of a lot prior to any land alteration. The average
38 elevation shall be calculated by the mathematical average of elevation points
39 dispersed at approximately ten-foot equidistant intervals across the buildable area
40 of a parcel. Where required, the average elevation survey shall be submitted with
41 construction plans, and the calculated average elevation shall be depicted on all
42 exterior elevation sheets of the construction plans.

43
44 * * *

45
46 Landscaped area means a pervious landscaped area unencumbered by
47 structures, buildings, paved parking lots, sidewalks, pools, decks, or any
48 impervious surface. Landscape material shall include, but not be limited to, grass,

1 ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or
2 mulch or bark.

3
4 * * *

5
6 Section 3. The Village Council hereby amends Article III, “District Regulations,” of
7 Appendix C (Chapter 45), “Zoning,” of the Village Code of Ordinances by amending Section 45-
8 27, “R-1 Single-Family District,” to read as follows (additional language is underlined and deleted
9 language is ~~stricken through~~):

10
11 **Sec. 45-27. R-1 single-family dwelling district.**

12
13 A. *Uses permitted.* Within any R-1 single-family dwelling district no
14 building, structure, land or water shall be used except for one (1) or
15 more of the following uses:

- 16
17 1. Single-family dwellings with accessory buildings
18 customarily incident thereto, subject to each of the
19 requirements set forth in this section and throughout this
20 chapter.
- 21
22 2. Public schools.
- 23
24 3. Parks and recreation facilities owned or leased by or
25 operated under the supervision of the Village of North Palm
26 Beach.
- 27
28 4. Detached fence storage areas.
- 29
30 5. Satellite dish antenna.
- 31
32 6. Community residential homes. Community residential
33 homes of six (6) or fewer residents which otherwise meet the
34 definition of a community residential home, provided that
35 such homes shall not be located within a radius of one
36 thousand (1,000) feet of another existing such home with six
37 (6) or fewer residents.
- 38
39 7. Family day care home.
- 40
41 8. Lamp post.
- 42
43 9. Decorative post structure.

44
45 B. *Building height regulations.* ~~No main building shall exceed two (2)~~
46 ~~stories in height and no accessory building more than one (1) story.~~
47 All single-family dwellings shall be limited to two (2) stories and
48 thirty feet (30’) in height. For the purposes of this subsection, height

1 shall be measured from the average elevation of the existing grade
2 prior to land alteration for properties outside of special flood hazard
3 areas and from the required design flood elevation for properties
4 within special flood hazard areas. Height shall be measured to the
5 highest point of the following:
6

- 7 1. the coping of a flat roof and the deck lines on a mansard roof;
8
- 9 2. the average height level between the eaves and roof ridges
10 or peak for gable, hip or gambrel roofs; or
11
- 12 3. the average height between high and low points for a shed
13 roof.
14

15 Decorative architectural elements, chimneys, mechanical
16 equipment, non-habitable cupolas, elevator shafts or similar
17 appurtenances shall be excluded from the foregoing height
18 restrictions. Rooftops shall not be used for pools, decks, or other
19 spaces to congregate.
20

21 C. *Building site area regulations.* The minimum lot or building site
22 area for each single-family dwelling shall be seven thousand five
23 hundred (7,500) square feet and have a width of not less than
24 seventy-five (75) feet, measured at the building line.
25

26 D. *Yard space regulations.*
27

28 1. *Front yard.* There shall be a front yard of not less than
29 twenty-five (25) feet measured from the street line to the
30 front building line.
31

32 2. *Rear yard.* There shall be a rear yard of not less than twenty
33 (20) feet measured from the rear building line to the rear lot
34 line.
35

36 3. *Side yards.* There shall be a side yard on each side of the side
37 building line of not less than ten (10) feet. In the case of
38 corner lots, no building and no addition to any building shall
39 be erected or placed nearer than twenty (20) feet to the side
40 street line of any such lot.
41

- 42 (a) For a distance of one block on streets intersecting
43 U.S. #1, measured from the right-of-way line of said
44 U.S. #1, side yards of at least twenty-five (25) feet in
45 depth shall be provided.
46

47 E. *Off street parking regulations.* At least one parking space measuring
48 at least nine (9) feet by eighteen (18) feet (one hundred sixty-two (162)

1 square feet) shall be provided. All parking spaces shall consist of a durable
2 surfaced area as approved by the community development director, and may
3 be enclosed in the dwelling, in an accessory building or in an unenclosed
4 area or a driveway. All vehicles parking on a lot must be parked on a durable
5 surface.
6

7 F. *Accessory structures.* One detached automobile garage and one
8 open-air pavilion may be constructed on any lot within the R-1 single-
9 family dwelling district provided that all requirements of this chapter are
10 met. Open air pavilions shall be subject to the following additional
11 conditions and restrictions:
12

13 1. *Permitting.*

- 14 (a) All open-air pavilions must be permitted in
15 accordance with all Florida Building Code and
16 Village Code requirements.
17
- 18 (b) Open-air pavilions meeting the definition of a
19 traditional chickee hut are exempt from the Florida
20 Building Code but shall be subject to consistency
21 review by the village. Consistency shall be
22 demonstrated through the issuance of a zoning
23 permit and shall require the submittal of the
24 following information:
25
 - 26 (1) A survey that includes scaled dimensions of
27 the proposed structure, including setbacks;
 - 28 (2) Proof that the builder of the chickee hut is a
29 member of either the Miccosukee Tribe of
30 Indians of Florida or the Seminole Tribe of
31 Florida (such proof consisting of a copy of
32 the trial member's identification card); and
 - 33 (3) Drawings of the proposed structure
34 depicting, at a minimum, the overall design,
35 dimensions, roof materials, and height.
36

37 2. *Dimensions.* Open-air pavilions shall not exceed two
38 hundred (200) square feet in floor area. The floor area shall
39 be measured from outside the support posts, provided that
40 the roof overhang does not exceed three (3) feet from the
41 support posts. If the roof overhang exceeds three (3) feet, the
42 floor area shall consist of the entire roofed area. For
43 structures supported by a single-pole, i.e., umbrella shape,
44 the floor area shall be measured from the drip line of the roof
45 material.
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3. *Height.* Open-air pavilions shall not exceed twelve (12) feet in height or the height of the principal building located on the lot, whichever is more restrictive. For sloped roofs, the height shall be measured at the mean roof height.
4. *Location and Setbacks.*
 - (a) No open-air pavilion may be erected within ten (10) feet of the side property line. This side setback shall be increased to twenty (20) feet for corner lots.
 - (b) No open-air pavilion may be erected within seven and one-half (7½) feet of the rear property line.
 - (c) No open-air pavilion or any portion thereof may be erected between the front line of the principal building and the front property lot line, within a utility or drainage easement, or within a required landscape buffer.
5. *Use restrictions.*
 - (a) An open-air pavilion shall be used only for private recreational activities as an accessory use to the principal residential use and shall not be used for habitation, for a tool room, storage room or workshop, or for any commercial purpose whatsoever.
 - (b) Open-air pavilions shall not be used for storage of items of personal property, including, but not limited to, the following:
 - (1) Operable or inoperable vehicles, boats, boat trailers, utility trailers or similar items of personal property;
 - (2) Building materials, lawn equipment, tools or similar items; and
 - (3) Ice boxes, refrigerators and other types of food storage facilities with the exception of under-counter units.
 - (c) No gas, charcoal or propane grills, stoves or other types of cooking devices may be stored or utilized within a traditional chickee hut.

1
2 6. *Maintenance.* Open-air pavilions shall be maintained in
3 good repair and in sound structural condition. Painted or
4 stained surfaces shall be free of peeling paint, mold and
5 mildew and void of any evidence of deterioration.

6
7 7. *Design.*

8
9 (a) Open-air pavilions, with the exception of traditional
10 chickee huts, pergolas and other structures with only
11 partial or slatted roofs, shall incorporate the same
12 types of building materials and be consistent with the
13 architectural theme or style of the main or principal
14 building.

15
16 (b) At the request of a property owner, the community
17 development director may approve the use of
18 different building materials or alternate architectural
19 themes or styles when such materials, themes or
20 styles are complementary to the main or principal
21 building.

22
23 (c) Should the community development director deny
24 the request for different building materials or
25 alternate architectural themes or styles, a property
26 owner may appeal this decision to the planning
27 commission by submitting a written request for a
28 hearing to the community development director
29 within thirty (30) calendar days of the date of the
30 determination. The appeal shall be placed on the next
31 available agenda and the decision of the planning
32 commission shall be final, subject only to judicial
33 review by writ of certiorari.

34
35 G. *Mechanical equipment.* All non-roof-mounted mechanical
36 equipment shall be located behind the front building face of the
37 principal structure in either the side yard or the rear yard. Such
38 equipment shall be located adjacent to the principal structure
39 whenever practicable, provided, however, that all mechanical
40 equipment shall be located at least five (5) feet from the side
41 property line and at least seven and one-half feet (7½) from the rear
42 property line.

43
44 H. *Minimum landscaped area.*

45
46 1. All single-family dwellings shall have a minimum
47 landscaped area of thirty percent (30%).
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2. All single-family dwellings (both one and two story) shall provide a minimum landscaped area of fifty percent (50%) in the required twenty-five-foot (25') front yard setback. Properties with frontage along urban collector roads (Lighthouse Drive and Prosperity Farms Road) shall provide a minimum landscaped area of forty percent (40%) in the required twenty-five-foot (25') front yard setback. Properties having an irregular lot shape, meaning a lot which is not close to rectangular or square and in which the width of the property at the front property line is less than required by the underlying zoning district, shall provide a minimum landscaped area of twenty-five percent (25%) in the required twenty-five-foot (25') front yard setback.

3. A property owner who meets the overall minimum landscaped area requirement set forth in subsection (1) above and who does not meet the minimum landscaped area requirement in the twenty-five-foot (25') front yard setback set forth in subsection (2) above may request a waiver of up to five percent (5%) of the minimum required area by filing a request with the Community Development Department. The request shall be forwarded to the Planning Commission for final action. A property owner seeking such a waiver shall be required to demonstrate to the Planning Commission that he or she has made a reasonable attempt to comply with the required minimum landscaped area within the front yard setback and has mitigated any deficiency through the installation of enhanced landscaping materials, the use of permeable hardscape materials or some other acceptable means.

For the purposes of this subsection, the term minimum landscaped area shall mean a pervious landscaped area unencumbered by structures, buildings, paved parking lots, sidewalks, sports courts, pools, decks, or any impervious surface. Landscape material shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, or decorative rock or bark. No landscape material shall be used for parking. However, pervious surfaces used for the parking of recreational equipment in side and rear yards shall be included in the calculation of the minimum landscaped area.

With respect to building permits for renovations of existing single-family dwellings, the minimum landscaped area standards shall apply only to the extent that the proposed scope of work impacts the applicable standard.

1 I. Maximum driveway width in swale. The total width of driveways
2 from the edge of the public roadway to the abutting privately-owned
3 property shall not exceed a total of thirty-two feet (32') in width at
4 the property line, excluding flares. For lots with ninety (90) or more
5 feet of public roadway frontage, the total width of driveways from
6 the edge of the public roadway to the abutting privately-owned
7 private shall not exceed a total of forty feet (40') in width at the
8 property line, excluding flares. Each side of a flared driveway shall
9 be no more than three feet (3') wider than the rest of the driveway.

10
11 Section 4. The Zoning in Progress with respect to Section 2(C) of Ordinance No. 2021-10
12 (“Second-story floor area”) shall remain in effect for an additional six (6) months from the
13 effective date of this Ordinance. Property owners may still request a waiver pursuant to Section
14 2(D) of Ordinance 2021-10. During this time, the Ad Hoc Committee shall continue its review of
15 this provision and other potential revisions to the Village’s residential zoning regulations.

16
17 Section 5. The provisions of this Ordinance shall become and be made a part of the Code of
18 the Village of North Palm Beach, Florida.

19
20 Section 6. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
21 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
22 such holding shall not affect the remainder of this Ordinance.

23
24 Section 7. All ordinances or parts of ordinances and resolutions or parts of resolutions in
25 conflict herewith are hereby repealed to the extent of such conflict.

26
27 Section 8. This Ordinance shall take effect immediately upon adoption.

28
29 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

30
31 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
32 2022.

33
34
35 (Village Seal)

MAYOR

36
37
38 ATTEST:

39
40

VILLAGE CLERK

41
42
43 APPROVED AS TO FORM AND
44 LEGAL SUFFICIENCY:

45
46

VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: April 28, 2022

SUBJECT: **RESOLUTION - Approval of an Interlocal Agreement with the Palm Beach County Board of County Commissioners for an EMS Grant Award to Purchase Fifty (50) Stop the Bleed Kits in the amount of \$3,702.50 from Henry Schein Medical of Pittsburgh, PA**

Village Staff is requesting Village Council approval of an Interlocal Agreement with the Palm Beach County Board of County Commissioners for an EMS Grant in the amount of \$3,702.50 and the approval of the purchase of fifty (50) Stop the Bleed kits.

Background:

Fire Rescue wishes to add Stop the Bleed kits to all AED cabinets in the Village to give employees and the general public access to these lifesaving devices. Funding for this item has been secured through a Palm Beach County EMS Grant Award.

Grant Detail:

The Palm Beach County Board of County Commissioners has offered a non-matching grant to the Village through the Florida Department of Health, Bureau of Emergency Medical Services Grant Program, in the amount of \$3,702.50 for the purchase of fifty (50) Stop the Bleed kits. In order to accept this grant, the Village must approve the attached Interlocal Agreement detailing the terms of the grant award and, in accordance with the terms of the Agreement, purchase of the equipment utilizing Village funds. The County will subsequently reimburse the Village for the funds expended for the Stop the Bleed kits.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving an Interlocal Agreement with Palm Beach County for EMS grant funds, authorizing the Village Manager to execute the Agreement, and authorizing the purchase of fifty (50) Stop the Bleed kits from Henry Schein Medical of Pittsburgh, PA. at a total cost of \$3,702.50, with funds expended from Account No. S5812-49001 (EMS Grant Expense), in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE USE OF GRANT FUNDS FOR EMERGENCY MEDICAL SERVICES EQUIPMENT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING PURCHASE OF FIFTY (50) STOP THE BLEED KITS FROM HENRY SCHEIN MEDICAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has offered the Village a non-matching grant through the Florida Department of Health, Bureau of Emergency Medical Services County Grant Program in the amount of \$3,702.50, and the receipt of the grant funds requires execution of an Interlocal Agreement with the County; and

WHEREAS, Village Staff requested approval to utilize the funds for the purchase of fifty (50) Stop the Bleed Kits from Henry Schein Medical; and

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

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

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

Section 2. The Village Council hereby approves an Interlocal Agreement with Palm Beach County for the Use of EMS Grant Funds for Emergency Medical Services Equipment, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Agreement on behalf of the Village.

Section 3. The Village Council approves the purchase of fifty (50) Stop the Bleed Kits from Henry Schein Medical at a total cost of \$3,702.50, with funds expended from Account No. S5812-49001 (Fire Rescue – EMS Grant Expense).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AGREEMENT
with
VILLAGE OF NORTH PALM BEACH FOR EMS GRANT FUNDS

THIS AGREEMENT (“the Agreement”) is made as of the ____ day of _____, 2022, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as “COUNTY”), and the **Village of North Palm Beach**, a municipal corporation of the State of Florida (herein referred to as “MUNICIPALITY”).

WITNESSETH

WHEREAS, the Department of Health, Bureau of Emergency Medical Services (“DOHEMS”) is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds (“EMS Grant”) throughout the State to improve and expand pre-hospital emergency medical services; and

WHEREAS, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

WHEREAS, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2021-2022 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Fifty (50) Stop the Bleed Kits** (together “EMS Equipment”); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 - REPRESENTATIVE/MONITORING POSITION

The COUNTY’S representative/Agreement monitor during the term of this Agreement shall be Lynette Schurter, whose telephone number is 561-712-6696.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be Scott Freseman whose telephone number is 561-904-2132.

ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY’S FY2021-2022 EMS Grant funds in an amount not to exceed **Three thousand seven hundred two dollars and fifty cents (\$3,702.50)** The MUNICIPALITY shall

purchase the EMS Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2021-2022 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

ARTICLE 4 - GRANT PROGRAM REQUIREMENTS

MUNICIPALITY SHALL:

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **January 31, 2023** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS Equipment.
- D. Submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained in use and operation of the EMS Equipment if applicable, within 90 days of the effective date of this Agreement. This report shall include all of the necessary training provided for the EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

ARTICLE 5 - LIABILITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

ARTICLE 6 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2021-2022 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

ARTICLE 7 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in 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, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

ARTICLE 8 – ARREARS

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

ARTICLE 9 - ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY 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 MUNICIPALITY'S place of business. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 10 – NONDISCRIMINATION

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

ARTICLE 11- AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services during the life of the equipment. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 12 – SEVERABILITY

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

ARTICLE 13 – NOTICE

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

Lynette Schurter, EMS Specialist
20 South Military Trail
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – 6th Floor
West Palm Beach, Florida 33401

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

Scott Freseman, District Chief
560 US Highway 1
North Palm Beach, FL 33408

ARTICLE 14 - INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the "Statute"), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

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

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 16 - EXPIRATION OF AGREEMENT

This Agreement shall automatically expire in five (5) years from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the MUNICIPALITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

ARTICLE 17 - EFFECTIVE DATE

This Agreement shall become effective upon execution by both the COUNTY and the MUNICIPALITY.

ARTICLE 18 - E-VERIFY - EMPLOYMENT ELIGIBILITY

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

ARTICLE 19 - PUBLIC RECORDS

Both parties shall comply with Florida's public records laws.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and MUNICIPALITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
BY ITS COUNTY ADMINISTRATOR**

By: _____
Verdenia C. Baker
County Administrator

VILLAGE OF NORTH PALM BEACH

By: _____
Municipality Representative

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Asst. County Attorney

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Municipality Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Department Director

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Municipality Representative

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

TO: Honorable Mayor and Council
BY: Andrew D. Lukasik, Village Manager
THRU: Chuck Huff, Public Works Director
DATE: April 28, 2022
SUBJECT: **RESOLUTION** – Approving the surplus of eight (8) Kubota solid waste collection vehicles.

Village Staff is recommending Village Council consideration and approval of the surplus of eight (8) Kubota solid waste collection vehicles.

Kubota Replacement:

Specialized vehicles are deployed by the Solid Waste Division to provide side and rear yard solid waste collection services. Kubotas have been used by the Department since 2016/17 to provide this service. However, due to mechanical failures and maintenance costs, the Village has been converting its fleet of specialized vehicles from Kubotas to GO-4s.

Public Works has received seven (7) of the ten (10) GO-4 units that will be used to replace the Kubotas. The final three GO-4 units are due to be delivered by December 2022.

Surplus:

Village Staff is recommending the surplus of eight (8) Kubota solid waste collection vehicles. This will eliminate the Kubotas from the Village's fleet of specialized vehicles for solid waste collection. The surplus vehicles will be listed on Govdeals.com for sale.

Vehicle Information:

Description	VIN
2015 Kubota RTV-X900	A5KB2FDBAFG028545
2016 Kubota RTV-X900	A5KB2FDBHGG039453
2016 Kubota RTV-X900	A5KB2FDBCGG039035
2016 Kubota RTV-X900	A5KB2FDBTGG038307
2016 Kubota RTV-X900	A5KB2FDBVGG039058
2017 Kubota RTV-X900	A5KB2FDBJHG044193
2017 Kubota RTV-X900	A5KB2FDBEHG043375
2017 Kubota RTV-X900	A5KB2FDBJHG043402

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

Recommendation:

Village staff requests Council consideration and adoption of the attached Resolution declaring eight (8) Kubota solid waste collection vehicles as surplus property and authorizing their disposal in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, DECLARING EIGHT KUBOTA SOLID WASTE COLLECTION VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING THEIR DISPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff is recommending the surplus of eight Kubota solid waste collection vehicles; and

WHEREAS, the Village Council has the authority to dispose of surplus items of personal property in any manner so long as it acts in good faith and in the best interests of the Village; and

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

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

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

Section 2. The Village Council hereby declares the following sanitation collection vehicles as surplus personal property and authorizes their disposal in accordance with Village policies and procedures:

Description	VIN
2015 Kubota RTV-X900	A5KB2FDBAFG028545
2016 Kubota RTV-X900	A5KB2FDBHGG039453
2016 Kubota RTV-X900	A5KB2FDBCGG039035
2016 Kubota RTV-X900	A5KB2FDBTGG038307
2016 Kubota RTV-X900	A5KB2FDBVGG039058
2017 Kubota RTV-X900	A5KB2FDBJHG044193
2017 Kubota RTV-X900	A5KB2FDBEHG043375
2017 Kubota RTV-X900	A5KB2FDBJHG043402

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

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

TO: The Honorable Mayor and Members of the Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chad Girard, Assistant Director of Public Works

DATE: April 28, 2022

SUBJECT: **RESOLUTION – Accepting a proposal from Engenuity Group for engineering services associated with the development of conceptual designs for the Lighthouse Drive Bridge in the amount of \$91,288.**

Village Staff recommends acceptance of a proposal from Engenuity Group, the Village Engineer, in the amount of \$91,288.00 to provide engineering services that will result in the development of two (2) conceptual design options for the reconstruction of the Lighthouse Drive Bridge.

Background:

The Lighthouse Bridge was constructed in 1958 and needs to be reconstructed as its nearing the end of its useful life. Although it's "health index" is good (at 92.8) it is functionally obsolete in that it does not adequately accommodate pedestrians and bicyclists and its weight bearing capacity is limited. Regarding the "health index", a score between 80 – 90 is generally considered to be "fair" while a score that is less than 80 is considered "poor".

Because of its age and the fact that it doesn't meet today's standards related to the accommodation of bicyclists and pedestrians, the Village Council identified the Lighthouse Drive Bridge Reconstruction Project as a strategic priority for this fiscal year.

Scope of Work:

Engenuity Group will provide a topographic and hydrographic survey, and conceptual plans for the roadway approach to the bridge. They will also coordinate the approach geometry with Gerwig and Associates who will provide the conceptual structural design. Terracon will provide the geotechnical investigation results for the project.

The conceptual plans will consist of two bridge arrangement alternative concepts for the replacement of the existing Lighthouse Drive Bridge. The engineering team will provide two conceptual plans and an engineer's opinion of cost for each alternative based upon staff and community input.

Funding:

Design and engineering expenses are funded in the CIP in the amount of \$100,000 in FY2022. This purchase was identified as one that would also be funded using a portion of the FY21 General Fund Net Income Funds, which are held in the Village's CIP Fund and transferred to the project account when the item is ready to be purchased.

The following budget amendment uses \$91,288.00 from the CIP for this purchase. A CIP Fund Recap, as well as all supporting documentation, has been included in your agenda backup material for review.

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K7321-66210	Construction & Major Renovation	\$91,288	
K5541-66000	Reserve Expenses - Capital		\$91,288
Total Capital Projects Fund		\$91,288	\$91,288

Lighthouse Drive Traffic Calming:

Although not part of the recommended Council action this evening, it is important to note that planning services associated with the introduction of traffic calming solutions on Lighthouse Drive will be evaluated concurrently with the Lighthouse Bridge conceptual engineering designs. This scope of work will be completed by another firm.

It should be noted that traffic calming on Lighthouse Drive was identified as a "High Priority" action item in the Citizens' Master Plan. Additionally, members of the Village Council and Village staff received many complaints about speeding on Lighthouse Drive (and other local streets). Evidence of these concerns from the public can be found on Nextdoor as a petition is currently being circulated requesting the installation of speed humps in order to reduce speeds on Lighthouse Drive.

As plans for the bridge and traffic calming projects are developed, staff will work to hold public meetings for residents to review and provide input regarding both scopes of work concurrently.

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

Recommendation:

Village Staff recommends adoption of the attached Resolution accepting a proposal from Engenuity Group to provide engineering services to develop two conceptual design options for the reconstruction of the Lighthouse Drive Bridge at a cost of \$91,288.00, with funds expended from Account No. K7321-66210 (Construction and Major Renovation), and authorizing the Mayor and Village Clerk to execute the required budget amendment for this purchase in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENGENUITY GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT OF TWO CONCEPTUAL DESIGNS FOR THE RECONSTRUCTION OF THE LIGHTHOUSE DRIVE BRIDGE AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO TRANSFER \$91,288.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE STREETS – CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO FUND THE EXPENDITURE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is a party to a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. to perform engineering and related services as Village Engineer; and

WHEREAS, Village Administration recommended accepting the proposal submitted by Engenuity Group, Inc., and two of its subconsultants, Terracon Consultants, Inc. and Alan Gerwig & Associates, Inc. for professional engineering services to develop two conceptual designs for the reconstruction of the Lighthouse Drive Bridge; and

WHEREAS, the Village Council seeks to amend the current Capital Projects Fund Budget to transfer \$91,288.00 from the Capital Reserve Account to the Streets – Construction and Major Renovation Capital Account to fund the expenditure; and

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

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

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

Section 2. The Village Council hereby approves and accepts the proposal from Engenuity Group, Inc. pursuant to the Continuing Contract for Professional Engineering Services for the development of two conceptual designs for the reconstruction of the Lighthouse Drive Bridge at a total cost of \$91,288.00, with funds expended from Account No. K7321-66210 (Streets – Construction and Major Renovation). The services shall be performed in accordance with all terms and conditions of the Continuing Contract. The Village Council further authorizes the Village Manager to execute all documents necessary to effectuate these services.

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

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K7321-66210	Construction & Major Renovation	\$91,288	
K5541-66000	Reserve Expenses - Capital		\$91,288
Total Capital Projects Fund		\$91,288	\$91,288

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to extent of such conflict.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

April 8, 2022

Chad Girard, P.E.
Assistant Director of Public Works
Village of North Palm Beach
645 Prosperity Farms Rd
North Palm Beach, FL 33408
(Via email: cgirard@village-npb.org)

**Re: Professional Civil Engineering & Surveying Services
Lighthouse Drive Bridge- Conceptual Design
North Palm Beach, Florida
Engenuity Group Project No. 03045.08.06**

Dear Mr. Girard:

We are pleased to offer this proposal to render Professional Engineering and Surveying services in connection with a conceptual bridge design located along Lighthouse Drive, North Palm Beach, FL (hereinafter called the 'Project').

Surveying Services

Engenuity Group, Inc. will prepare a Topographic Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of the bridge located along Lighthouse Drive between Prosperity Farms Road and Anchorage Drive, and as further outlined in **red** on the attached graphic.

The topographic data to be gathered will include the abutment wing walls, bulkhead, pilings embankments, sidewalks & bridge decking along with sufficient elevations along the roadway surface. Additionally, Engenuity Group, Inc will obtain five (5) cross sections on the canal. One (1) under the bridge and two (2) on either side of the bridge at fifty (50) foot intervals.

See the attached **Designated Scope of Services** for a list of additional items to be included on the Survey.

Total Fee: \$8,488.00

The final deliverable will be an electronically signed and sealed copy of the Topographic Survey and the accompanying AutoCAD file which can be provided within thirty (30) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Engineering Services

Engenuity Group, Inc. will provide Conceptual Engineering Services for two (2) bridge/roadway alternates. We will utilize two subconsultants; Structural Engineering with Alan Gerwig & Associates, Inc. and Geotechnical Engineering with Terracon Inc. See attached exhibits A, B and C for a more detailed scope of work for these services.

A. Conceptual Engineering (Engenuity)	\$18,500.00
B. Structural Engineering (Gerwig)	\$38,800.00
C. Geotechnical (Terracon)	\$25,500.00
Total Engineering/Geotech Fee	\$82,800.00
<u>Total Surveying and Engineering/Geotech Fee</u>	<u>\$91,288.00</u>

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Jennifer Malin, P.S.M
Director of Surveying

Approved by,



Keith B. Jackson, P.E.
Vice President

**Authorization: Professional Civil Engineering & Surveying Services
Lighthouse Drive Bridge- Conceptual Design
North Palm Beach, Florida
Engenuity Group Project No. 03045.08.06**

**By: _____
(Name & Title)**

Date: _____

**For: _____
(Name of Company)**

Contract Amount: \$91,288.00

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY
NAME: LIGHTHOUSE DRIVE BRIDGE
GENUINITY PROJECT NO. 03045.08.06 DATE: 4/8/2022

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	Yes
Contours at 1-foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 50-foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location, size, depth of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	No
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	Yes
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
Other (specify): <ol style="list-style-type: none"> 1. Datum will be National American Vertical Datum 1988 (NAVD 88) 2. No S.U.E work to be performed within this proposal 3. Any utilities attached to the bridge will be located 	

Graphic

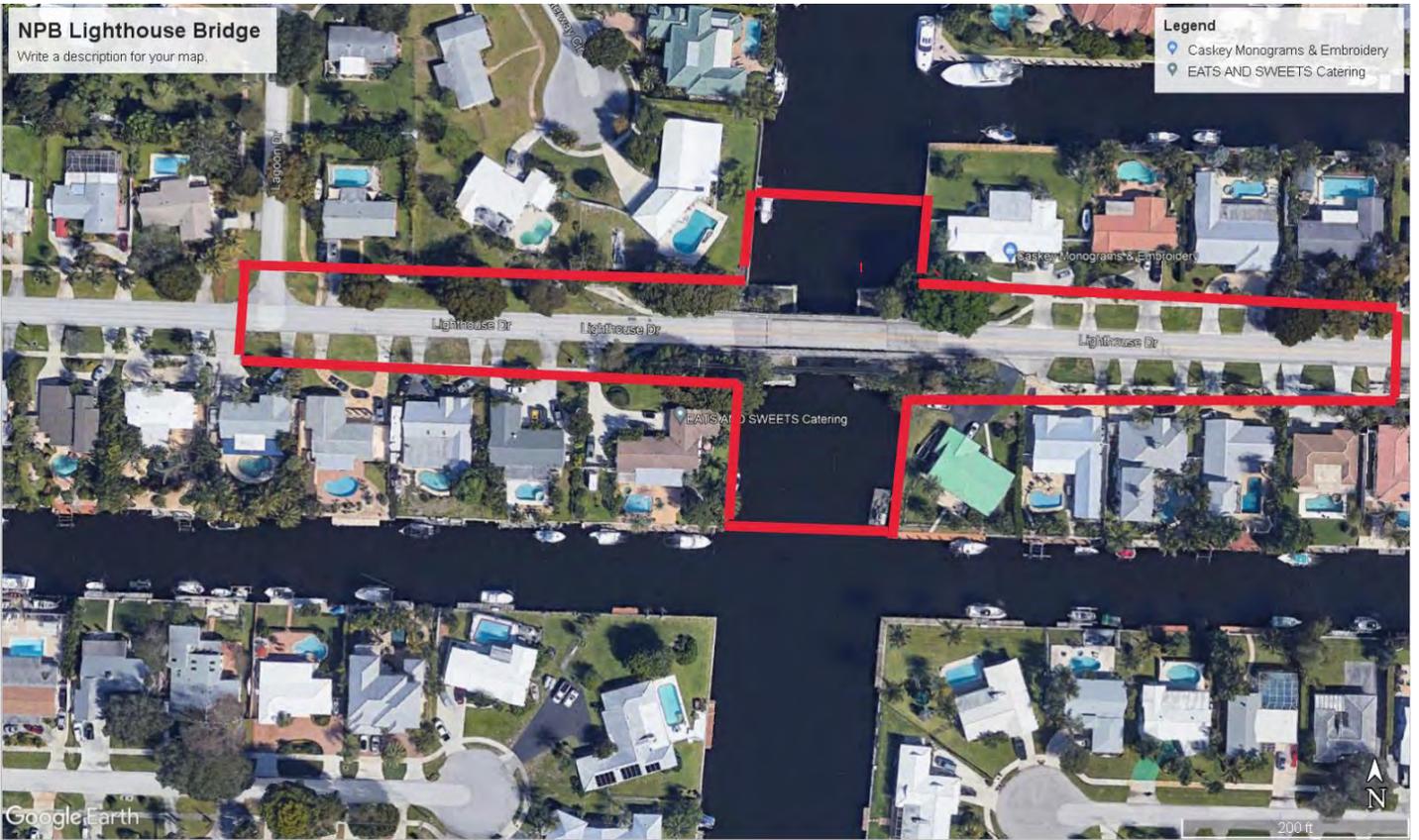


EXHIBIT “A”

VILLAGE OF NORTH PALM BEACH
LIGHTHOUSE BRIDGE – CONCEPTUAL BRIDGE DESIGN
Engenuity Group Project No. 03045.08.06

ENGINEER’S SERVICES:

A1.01 Conceptual Design

- A. Engenuity Group will provide a topographic and hydrographic survey as outlined in the surveying services section of the proposal.
- B. Engenuity Group will coordinate with Terracon for the required geotechnical services for structural engineering design, as outlined in their proposal, attached.
- C. Engenuity Group will coordinate with Alan Gerwig and Assoc for the conceptual bridge design concepts, as outlined in their proposal, attached.
- D. Meet with OWNER to define and clarify OWNER'S requirements for the Project and available data. Attend up to 3 meetings overall.
- E. Prepare two (2) bridge/roadway approach alternative concepts for discussion and presentation to the Village. Concepts shall include presentation graphics with typical roadway sections, roadway profile grade line, and bridge/piling/bulkhead/retaining wall arrangement with low member elevation approximation. Roadway profile shall comply with local, low speed design standards to minimize longer approaches that will adversely affect private property access on all quadrants. Low member elevation shall also be maximized and will be equal or higher in elevation to the current bridge waterway clearance.
- F. Prepare Engineer's Opinion of Cost for each alternative.

Exhibit B

12798 W. Forest Hill Boulevard
Suite 201
Wellington, FL 33414
Phone: (561) 792-9000
Fax: (561)792-9901
CA No. 7969

Alan Gerwig & Associates, Inc.
Consulting Engineers



April 4, 2022

Keith Jackson, P.E.
Enginuity Group
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

Re: Lighthouse Drive Bridge over Intracoastal

Dear Mr. Jackson:

Alan Gerwig & Associates (AGA) (“Consultant”) is pleased to submit this letter of agreement (“Agreement”) for providing professional engineering services to Enginuity Group, (“Client”) for the above referenced project. Our project scope of services and fees are as follows.

Scope of Professional Service:

- Prepare two bridge arrangement alternative concepts for replacement of existing bridge and probable construction cost for each. AGA will provide estimated foundation loads to the geotechnical engineer for use in determining the depth and location of standard penetration test borings. Geotechnical engineer will provide foundation recommendations and bearing capacity curves for the pile supported bridge foundations for various pile sizes.
- Prepare preliminary plan and elevation and a typical section of each concept.
- Attend up to 3 team meetings.

Fees:

AGA will provide the above services for the following lump sum fees of **\$38,800.00**.

Additional Services: Professional services required by the Client not specifically included above will be deemed Additional Services. An Amendment can be made to this Agreement to increase the not to exceed amount or the services will be performed at an hourly rate as indicated below:

Principal	\$265.00
Senior Project Manager	\$225.00
Senior Project Engineer	\$180.00

Project Engineer	\$160.00
Engineer	\$135.00
Designer	\$110.00
Clerical	\$75.00

Reimbursable Expenses:

Reimbursable expenses for mileage and will be billed at the Federally approved rates.

Standard General Conditions

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard General Conditions. The term "the Consultant" shall refer to Alan Gerwig & Associates, Inc., and the term "the Client" shall refer to Engenuity Group, Inc. If you agree and wish to direct us to precede with the services, please sign and return a scanned copy.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Alan L. Gerwig, P.E., LEED A.P., President
Alan Gerwig & Associates, Inc.

Agreed to this ___ day of _____, 2022

Keith Jackson, P.E.
Engenuity Group

ALAN GERWIG & ASSOCIATES, INC.
STANDARD GENERAL CONDITIONS

1. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
 - a. Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
 - b. Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the "Scope of Services"), data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations; all of which Consultant may use and rely upon in performing services under this Agreement.
 - c. Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in "Scope of Services").
 - d. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
 - e. Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - f. Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.
 - g. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
 - h. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in any aspect of the Project.
 - i. Bear all costs incident to the responsibilities of the Client.

2. **Period of Services.** This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work in a timely manner after receipt of a fully executed copy of this Agreement and will complete the Services described in "Scope of Services" within a reasonable length of time. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

3. **Compensation for Services.**

- a. The Consultant's compensation shall be as stated herein, unless otherwise provided in "Scope of Services". The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, facsimiles, word processing, and postage. Other direct expenses will be billed at 1.15 times cost.
- b. If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the Scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.
- c. The Client shall also be invoiced for and shall pay to the Consultant all taxes, if any, whether state, local, or federal levied with respect to amounts paid hereunder.

4. **Method of Payment.**

- a. Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Client is also responsible for payment of any taxes, including sales tax. When the Consultant's compensation is on a lump sum fee basis, the invoices will be based upon the portion of total Services performed at the time of billing. If the Consultant's compensation is on an hourly basis, the invoices shall be based on time expended in providing the Services. Payment of each such invoice will be due within 25 days of receipt. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until it has been paid in full all amounts due.
- b. If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing.
- c. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

5. **Use of Documents.** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of

them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

6. **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
7. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is determined on an hourly basis, the amount payable to the Consultant shall be based on the time spent and expenses incurred on the Project to the effective date of termination. If the Consultant's compensation is a lump sum, the amount payable to the Consultant will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.
8. **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.
9. **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein of its performance of services, and it is agreed that the Consultant is not a fiduciary of the Client.
10. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of

applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and sub consultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and sub-consultants shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

11. **Certifications.** The Consultant shall not be required to execute any certifications or other documents that might increase the Consultant's risk or affect the availability or cost of its insurance.
12. **Dispute Resolution.** All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
13. **Construction Phase Services.**
 - a. If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insured's under the contractor's general liability insurance policy.
14. **Hazardous Substances.**

- a. Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.
- b. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with the services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.
- c. Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

15. **Assignment and Subcontracting**. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent sub-consultants.
16. **Confidentiality**. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
17. **Pursuant to Florida Statute 58.0035, an individual employee or agent may not be held individually liable for negligence**

END OF AGREEMENT FOR SERVICES

Exhibit C

April 7, 2022



Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

Attn: Mr. Keith B. Jackson, P.E.
P: (561) 655-1151
E: kjackson@engenuitygroup.com

Re: Proposal for Geotechnical Engineering Services
Lighthouse Drive Bridge Replacement
between 640 and 700 Lighthouse Drive
Village of North Palm Beach, Florida
Terracon Proposal No. PHD225031

Dear Mr. Jackson:

We appreciate the opportunity to submit this proposal to Engenuity Group, Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$25,500. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.


Jaime Velez, P.E.
Senior Geotechnical Engineer

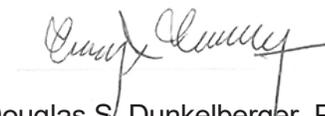

Douglas S. Dunkelberger, P.E.
Principal

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project and a site visit.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project is the bridge located between 640 and 700 Lighthouse Drive in the Village of North Palm Beach, Florida.</p> <p>The bridge location is: Latitude: 26° 49' 2.9" N Longitude: 80° 4' 6.1" W (See Exhibit D).</p>
Existing Improvements	<p>The site is an existing bridge over a channel. Beneath each end bent of the bridge exists seawalls consisting of king pile and panel walls.</p>
Current Ground Cover	<p>Asphalt pavement.</p>
Existing Topography	<p>From review of Google Earth Pro the typical ground surface elevation east and west of the bridge is about +7 feet (datum not known). Based on visual observation during a site visit, we estimate the top of pavement at the center of the bridge to be about 7 ft higher than this (i.e. about elevation +14 ft).</p>
Expected Subsurface Conditions	<p>Our experience in the project vicinity indicates that the subsurface conditions at the site (at about normal ground surface elevation east or west of the bridge) will consist of mostly loose to medium dense, relatively clean sands to about 37 to 47 feet below ground surface followed by medium dense to very dense shelly sands with cemented sand fragments to about 50 feet deep.</p>

Planned Construction

Item	Description
Information Provided	<p>The following information was provided to us by Alan Gerwig, P.E.</p>
Project Description	<p>The current plan is to build a new replacement bridge. The existing bridge is a two lane bridge and about 100 ft in length. The new bridge will be supported on 18 or 24 inch square concrete driven piles with an anticipated maximum nominal bearing resistance load of up to about 200 tons per pile. We understand that there is interest in making the new bridge shorter than the existing bridge by building new end bent walls (may consist of Mechanically Stabilized Earth Walls) that are located closer to the middle of the channel than are the existing end bents. The new end bent walls would extend above the approximate location of the existing seawalls beneath the bridge (see following photograph).</p>

Proposal for Geotechnical Engineering Services

Lighthouse Drive Bridge Replacement ■ Village of North Palm Beach, Florida

April 7, 2022 ■ Terracon Proposal No. PHD225031



Seawalls beneath the bridge (view is to the east)

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	100	One on west side of bride and one on the east side (see Exhibit E)
4	5 (unless refusal to advancement is met at shallower depth)	Behind existing seawalls beneath the bridge (see Exhibit E)

1. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate the borings with an estimated horizontal accuracy of ± 10 feet. Field measurements from existing site features may be utilized.

Maintenance of Traffic: Prior to drilling, a permit will be obtained from the Village of North Palm Beach for drilling the Standard Penetration Test borings within the northern (i.e. west bound) lane. Maintenance of Traffic will include temporary closure of the northern lane as well as signage and flagmen.

Subsurface Exploration Procedures: We will advance the soil borings with a truck mounted drilling rig using mud rotary drilling. Five samples will be obtained in the upper 10 feet of each boring and at vertical intervals of 5 feet thereafter. Soil sampling is performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and visually classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration resistances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Proposal for Geotechnical Engineering Services

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April 7, 2022 ■ Terracon Proposal No. PHD225031



Our boreholes will be backfilled with grout upon completion.

Property Disturbance: Our services do not include repair of the site beyond backfilling our boreholes. Excess cuttings and drill fluids will be dispersed in the general vicinity of the borehole.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials found while drilling will be noted on our logs and discussed in our report.

Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time if the Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SSOCOF. Once the SSOCOF has completed public utility clearance, Terracon will subcontract a company to perform a private utility locate using Ground Penetrating Radar (GPR) around each boring location to reduce the risk of impacting those utilities. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The recovered soils and materials will be classified in the laboratory in accordance with the Unified Soil Classification System (ASTM D 2487) and appropriate geological terminology. Selected samples may be tested for moisture content, organic content and fines content to aid in the classification process and our analysis.

Proposal for Geotechnical Engineering Services

Lighthouse Drive Bridge Replacement ■ Village of North Palm Beach, Florida

April 7, 2022 ■ Terracon Proposal No. PHD225031



Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform engineering calculations, and develop geotechnical recommendations for the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a signed and sealed printable version of our completed geotechnical engineering report, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

- Subsurface exploration procedures
- Site and Boring location plans
- Soil boring logs with field and laboratory data, soil stratification based on visual soil classification and laboratory test results
- Groundwater levels observed during drilling
- Description of subsurface conditions
- Axial capacities for precast concrete piling for support of the bridge
- Recommendations for installation of the piling.
- Lateral earth pressure parameters for abutment wall design including MSE Walls:
 - Moist and saturated unit weights
 - Angle of internal friction

Proposal for Geotechnical Engineering Services

Lighthouse Drive Bridge Replacement ■ Village of North Palm Beach, Florida

April 7, 2022 ■ Terracon Proposal No. PHD225031



- Undrained shear strength (for clays, if present)
- Active and passive pressure coefficients
- Soil Modulus for p-y method of pile lateral load analysis
- Global Stability Analysis of New End Bent Wall over existing seawall (we request that as-built seawall information and channel topographic information be provided to us)

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation and bridge foundation construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$25,500
TOTAL	\$25,500

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Plans and Specifications Review	\$500	

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Receipt of Signed Agreement ^{1, 2}
Project Planning	1 week
Site Characterization	6 weeks
Geotechnical Engineering	8 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION AND NEARBY HISTORICAL DATA

Lighthouse Drive Bridge Replacement ■ Village of North Palm Beach, Florida
April 7, 2022 ■ Terracon Proposal No. PHD225031

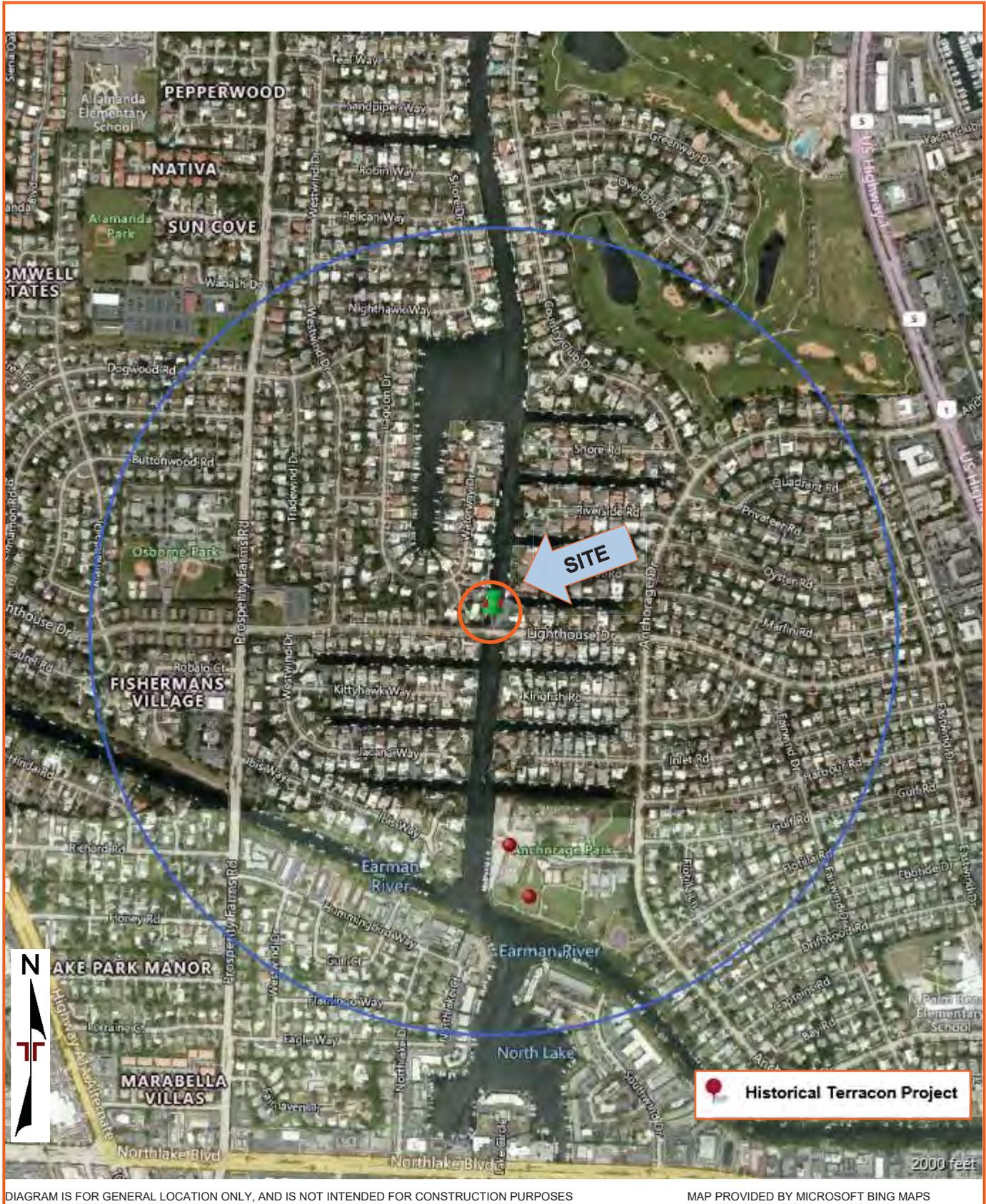


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Lighthouse Drive Bridge Replacement ■ Village of North Palm Beach, Florida
April 7, 2022 ■ Terracon Proposal No. PHD225031



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

AGREEMENT FOR SERVICES

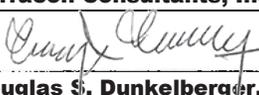
This **AGREEMENT** is between Engenuity Group, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lighthouse Drive Bridge Replacement project ("Project"), as described in Consultant's Proposal dated 04/07/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **4/7/2022**

Name/Title: **Douglas S. Dunkelberger, P.E. / Principal**

Address: **1225 Omar Rd
West Palm Beach, FL 33405-1046**

Phone: **(561) 689-4299** Fax: _____

Email: **Doug.Dunkelberger@terracon.com**

Client: **Engenuity Group, Inc.**

By: _____ Date: _____

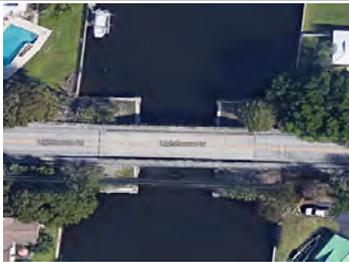
Name/Title: **Keith Jackson, P.E. /**

Address: **1280 N Congress Ave Ste 101
West Palm Beach, FL 33409-6377**

Phone: **(561) 655-1151** Fax: **(561) 832-9390**

Email: **kjackson@engenuitygroup.com**

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
2022 - 2026**

Strategic Result : Quality of Life	Department : Public Works
Project Name : Bridge Replacement and Streetscape Design - Lighthouse Drive	Year(s) : 2022-2024
Project Description : Create design concepts to replace the Lighthouse Drive Bridge and introduce streetscape concepts throughout Lighthouse Drive in accordance with the goals of the Citizens' Master Plan (2016). The project includes the cost of engineering and construction services for the replacement of the Lighthouse Drive Bridge.	
Link to Strategic Plan : This project improves the Village's Quality of Life as it provides for dependable infrastructure that addresses critical transportation and safety needs.	
Need, Justification, Benefits : The Lighthouse Drive bridge was constructed in 1958 and is nearing the end of its useful life. The 2019 FDOT bridge inspection report gave the bridge only a 27.2 sufficiency rating, but a 92.8 health index due to substantial repairs completed in 2018. The Village needs a plan for replacing the bridge in 4 to 7 years. 2GHO will explore design options for the replacement of the Lighthouse Bridge and develop conceptual designs for Lighthouse Drive that will address the community's desire to manage traffic speeds, enhance pedestrian safety and beautify the corridor.	
Location & Area Map	Project Photo
 	 
Comments : Needed repairs identified by the annual FDOT bridge inspection report were completed in 2018. Gentile Glas Holloway O'Mahoney & Associates (2GHO) was hired in January 2019 to provide conceptual bridge and streetscape design services. It is important to initiate design and engineering services as soon as possible give the potential for Federal funding from pending bills addressing critical infrastructure.	

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
FINANCIAL INFORMATION
2022 - 2026**

Project Name :	Bridge Replacement and Streetscape Design - Lighthouse Drive					
Strategic Result :	Quality of Life					
Department :	Public Works					
	2022	2023	2024	2025	2026	Total
Project Budget :						
Land acquisition						\$0
Planning / Design	100,000					100,000
Engineering		250,000				250,000
Construction			5,000,000			5,000,000
Vehicle						0
Equipment						0
Other						0
Total Budget	\$100,000	\$250,000	\$5,000,000	\$0	\$0	\$5,350,000
Funding Sources :						
General revenues						\$0
Impact fees						0
Grant revenues			5,000,000			5,000,000
Debt Service						0
Infrastructure Surtax	100,000	250,000				350,000
Fund balance						0
Other						0
Total Revenues	\$100,000	\$250,000	\$5,000,000	\$0	\$0	\$5,350,000
Operating Impact:						
Personnel						\$0
Operating						0
Capital						0
Other						0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0
Comment(s)	Needed repairs identified by the annual FDOT bridge inspection reports have been completed, but the bridge has reached the end of its life cycle.					
Grant Information	Rebuild FL Gen Infrastructure Grant; The Village will appropriate any grant matching requirements upon notification of grant approval. At this time, the Village is preparing to proceed with design work without the assistance of grant funding.					

Village of North Palm Beach			
CIP Fund Recap			
Fiscal Year 2022			
Beginning Balance			\$88,407
Transfers in:			
	<u>Resolution / Ordinance</u>	<u>Amount</u>	<u>Total</u>
FY 2022 Transfer in (transfer during budget process)	Ordinance # 2021-17	660,000	
FY 2022 Transfer in (use of FY21 Net Income)	on 4/28/22 agenda	2,000,000	
Total Transfers in			\$2,660,000
Less: Purchases			
	<u>Description</u>	<u>Resolution #</u>	<u>Amount</u> <u>Total</u>
<u>Fiscal Year 2022</u>			
	Community Center Playground Equipment	Resolution # 2022-08	3,315
	Boat Engine Replacement	Resolution # 2022-12	44,500
	Webstreaming	Resolution # 2022-15	39,690
	Increase in Grapple Truck Purchase Price	Resolution # 2022-18	7,750
	Village Hall Air Handler & Chiller Replacement	on 4/28/22 agenda	203,868
	Anchorage Park Playground Replacement	on 4/28/22 agenda	250,000
	Lighthouse Drive Bridge Conceptual Designs	on 4/28/22 agenda	91,288
Total Purchases			(640,411)
CIP Fund Available Balance			\$2,107,996

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of March 21, 2022

I. CALL TO ORDER

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

II. ROLL CALL

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

D. Public Present:

III. APPROVAL OF MEETING MINUTES

A. Minutes of the February 21, 2022 GAB Meeting were approved 6-0.

IV. ADMINISTRATIVE REPORTS

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

Rounds for February were down slightly from 2021 but play for March is equal to or ahead of last year's numbers.

Beth Davis reported that the financial audit for FY 2021 is to be final on Thursday the 24th, for the Village Council meeting. Revenue for the Club from operations is \$300,000 ahead of last year through January, primarily because of golf.

We are considering a revision of the current budget to adjust the amounts for Renewal or Replacement and Debt Service.

Allan told us we need to budget \$1.5 million over three years for planned improvements, including improvements to the maintenance building, renovation of the pump house, and pond bank stabilization.

The \$597,000 surplus from 2021 will be applied to the operational debt from 2020-2021.

DISCUSSION TOPICS

Allan talked to the Board regarding the tee sheet. We continue to experience a shortage of tee times for our members not participating in a group. Openings for members are very limited from Monday through Friday.

Some individuals participate in more than one group and play several times a week. As a result, members not part of a group have difficulty finding a tee time.

We currently have twelve (12) groups seeking tee times.

Karen O'Connell has assisted Allan with the group play issue and made several proposals to address the equitable distribution of tee times to all members.

She suggested that we should define a group as sixteen or more players, consistently playing as a group, and seeking four tee times. Karen also suggested that any one individual should be limited to participating in three different groups.

Additionally, groups should register the names of players participating in the group play seven days of the scheduled tee time.

The group play issue continues to be under consideration as we work through the spring and summer.

Project Updates.

Clock. Our tower clock is to be installed in April. It is suggested that the clock be dedicated to Jack and Barbara Nicklaus.

Aeration. We are finding 3% organic material in our greens. This is a very healthy amount but will require larger holes during aeration; 5/8 inches. The aeration will require 3 weeks to recover. After aeration is complete, play will be open to members only for 10 days.

Budget. We are working on the budget for next year. We expect to see higher material costs, especially in fertilizer, and will adjust the proposed budget accordingly.

Communication to Members. A discussion was had about communication to members. It seems some members do not regularly see the bulletin board in the club house,

so it was suggested that we email or text members with notices, announcements, etc. There was no Board consensus on this topic.

MGA. Allan explained that the MGA collapsed this year due to the large number of members participating in group play and lack of interest. We will start the MGA again in November, with monthly events scheduled to draw participation.

V. ADJOURNMENT

The meeting was adjourned at 6:58 p.m.

The next meeting will be April 25, 2022.

Minutes by Curtis L. Witters, Secretary.

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE
FINANCE DEPARTMENT

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney
Samia Janjua, Finance Director

DATE: April 28, 2022

SUBJECT: **MOTION** – Appointment of Auditor Selection Committee and appointment of member of Village Council to serve on and Chair the Auditor Selection Committee

In 2016, the Village issued a Request for Proposals for Auditing Services. The Village's Audit Committee reviewed the proposals submitted in response to the RFP and recommended retaining the firm of Nowlen, Holt & Miner, P.A. ("NH&M") to serve as Village Auditor. Through the adoption of Resolution 2016-49 on September 8, 2016, the Village Council approved an Agreement with NH&M to provide auditing services through Fiscal Year 2018, with two one-year extensions through Fiscal Year 2020. Through the adoption of Resolution 2021-08, the Village Council extended the Village's Agreement with NH&M through Fiscal Year 2021. Now that the Fiscal Year 2021 audit process is complete, the Village will need to once again initiate the auditor selection process.

Section 218.391, Florida Statutes, provides specific procedures for a local government's selection of an auditor. The Village is required to appoint an Auditor Selection Committee ("Committee"). The Committee then establishes the factors to be considered in the selection of the auditor, prepares the Request for Proposals, evaluates the proposals submitted by qualified firms, and ranks no fewer than three firms in order of preference. The Village Council then reviews the Committee's rankings, makes the final selection and authorizes the negotiation of a contract. If compensation was not one of the factors considered by the Committee, the Village Council is required to negotiate a contract with the top-ranked firm. If compensation was one of the factors considered, the Village Council is required to negotiate a contract with the top-ranked firm or document in its public records the reason for not selecting the top-ranked firm.

In 2016, the Village's Audit Committee served as the Auditor Selection Committee. Staff is recommending that the Audit Committee again serve in that role. However, due to recent amendments to Section 218.391, Florida Statutes, the Village Council is required to choose a member of the Council to both serve as a member of and chair the Committee.

There is no immediate fiscal impact as a result of the selection process.

Recommendation:

Village Staff requests a motion from the Village Council appointing the Audit Committee to serve as the Auditor Selection Committee for the Village and appointing one member of the Village Council to serve as a member of and chair the Auditor Selection Committee as required by Florida Statute.

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

TO: Honorable Mayor and Council
BY: Andrew D. Lukasik, Village Manager
THRU: Chad Girard, Assistant Public Works Director
DATE: April 28, 2022
SUBJECT: **RESOLUTION** – Approving the purchase of a chiller and air handler for Village Hall from Carrier Corporation in the amount of \$194,159.50

Village Staff is recommending Village Council consideration and adoption of a Resolution approving the purchase of a new chiller and air handler unit for Village Hall.

Background:

The Village’s Public Works Facilities Department has determined that the chiller and air handler at Village Hall has met the end of its useful life. The Village purchased the Village Hall chiller in 2012. The anticipated life span for a chiller is between seven and ten years.

The environment, namely the salt air from the ocean, has contributed to the deterioration of the chiller to the point of collapse. A coil recently needed to be replaced in 2021 and the second one is showing signs of failing. This is scheduled for replacement in FY 2022 as part of the Village’s 5-Year Capital Improvement Plan.

Purchasing:

Carrier Corporation has been awarded a multi-year cooperative purchasing contract in the Utility category through Sourcewell (a cooperative purchasing agency of which the Village is a member). The new chiller will come with a coating similar to the Public Safety chiller, extending the useful life. Additionally, there will be a complete parts/labor warranty for ten years on the new unit. The cost breakdown is provided in the table below (*due to the nature of this project, Village Staff is requesting a 5% project contingency*):

Description	Amount
Equipment	\$94,809.00
Installation	99,350.50
Subtotal	\$194,159.50
5% Contingency	9,707.98
Total w/ Contingency	\$203,867.48

Note: In order to avoid a cost increase, the order must be placed prior to May 2022.

Funding:

During the Fiscal Year 2022 budgetary process, a total of \$190,000 was budgeted for this purchase utilizing “Grant Revenues” within the five-year Capital Improvement Plan. However, since the targeted grant wasn’t awarded, this project was identified as one that can be funded through the use of the FY21 General Fund Net Income Funds, which are held in the Village’s CIP Fund and transferred to the project account when the item is ready to be purchased. While Net Income will be used to purchase and install the new chiller and install the air handler, staff intends to reimburse Net Income funds for the air handler/air purification system using ARPA funding (approximately \$10,000) following Treasury approval of the Village’s Revenue Replacement application.

The following budget amendment utilizes \$203,868 in CIP funds for this purchase. A CIP Fund Recap, as well as all supporting documentation, has been included in your agenda backup material for review:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5500-66490	Village Hall – Machinery & Equipment	\$203,868	
K5541-66000	Reserve Expenses - Capital		\$203,868
Total Capital Projects Fund		\$203,868	\$203,868

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of a new chiller and air handler for Village Hall from Carrier Corporation pursuant to pricing established in an existing Sourcewell cooperative purchasing agreement at a total cost not to exceed \$194,159.50, with funds expended from Account No. K5500-66490 (Village Hall – Machinery & Equipment), and authorizing the Mayor and Village Clerk to execute the required budget amendment for this purchase in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF A NEW CHILLER AND AIR HANDLER FROM CARRIER CORPORATION FOR VILLAGE HALL PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT; APPROVING A BUDGET AMENDMENT TO TRANSFER \$203,868 FROM THE CAPITAL RESERVE ACCOUNT TO THE VILLAGE HALL – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the chiller and air handler unit for Village Hall have reached the end of their useful life and Village Staff recommended the purchase of a new chiller and air handler unit from Carrier Corporation utilizing equipment pricing set forth in an existing Sourcewell cooperative purchasing agreement; and

WHEREAS, in order to fund this capital purchase, the Village Council wishes to amend the Capital Projects Fund to transfer funds from the Capital Reserve Account to the Village Hall – Machinery and Equipment Capital Account; 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 NORTH PALM BEACH, FLORIDA, as follows:

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

Section 2. The Village Council hereby approves the purchase of a chiller and air handler unit for Village Hall from Carrier Corporation utilizing pricing established in an existing Sourcewell cooperative purchasing agreement. The total cost of the purchase, including the equipment, a factory extended warranty, cabinet coating and labor is \$194,159.50, with funds expended from Account No. K5500-66490 (Village Hall – Machinery and Equipment). With a five percent contingency, the total project budget is \$203,867.48.

Section 3. In order to provide Capital Improvement Plan monies to fund this purchase, the Village Council hereby approves the following budget amendment:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5500-66490	Village Hall – Machinery & Equipment	\$203,868	
K5541-66000	Reserve Expenses - Capital		\$203,868
Total Capital Projects Fund		\$203,868	\$203,868

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 5. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



**Carrier Commercial
Service**

5440 NW 33rd Ave, Suite 108
Fort Lauderdale, FL 33309
(954) 315-5168



Carrier Commercial Service

Sourcewell Based – Chiller & AHU Replacement Project

Prepared For:

Chad Girard
Village of North Palm Beach

**City Hall Chiller and AHU
Replacement Budgets
North Palm Beach FL 33408
(561) 691-3450
cgirard@village-npb.org**



Presented by:



Scott McLennan, LEED AP

Carrier Corporation

Cell: (954) 448-9775

E-Fax: (860) 998-1014

scott.mclennan@carrier.utc.com

<http://www.commercial.carrier.com>

Date of Proposal Revision: 5/18/2021

Executive Summary

Carrier is presenting Chiller replacement products to match existing equipment capacity with suggest Best-Choice options based on discounts off Master List Price as established by Sourcwell cooperative purchasing program.



Sourcwell Contract extended until 8/12/2025 RFP #070121

Facility, Maintenance, Repair and Operations, Janitorial > Carrier Corporation

Carrier Corporation



Contract#: 030817-CAR

Category: Facility, Maintenance, Repair and Operations, Janitorial

Description: HVAC

Maturity Date: 05/08/2021

The HVAC Industry's Premier Servicing and Technology Leader

At Carrier, we are the experts in HVAC – and we have the history to prove it. Our founder, Willis Carrier invented modern air conditioning more than 110 years ago. Today we build on a legacy of leadership with a complete line of equipment, controls and service designed to deliver and maintain industry-leading performance with less energy and lower environmental impact in buildings of all sizes.

Partnering with Carrier Commercial Service brings with it the security of knowing that every facet of your investment is being carefully monitored, analyzed, maintained, and documented. This practice begins with your very first contact with us and will endure over the entire lifetime of your equipment and on to the next.

Visit us at: www.carrier.com/commercial

24/7 Support: 1-800-379-6484

Temporary Cooling and Power: 1-800-586-8336



SMARTservice

NJPA/ SOURCEWELL PRICING: EQUIPMENT ONLY

Carrier has agreed to provide fixed equipment discounts off list price for equipment, and fixed mark-up for Extended Factory Warranty products and Factory start-up services. Installation services will be quoted separately as Turnkey installation services under Sourcewell Contract rates.

Equipment will be sold to the Village directly, tax exempt, FOB factory with freight to your facility (or desired destination) pre-paid. Receiving, local cabinet coatings, unloading, storage and final placement costs will need to be considered in the turnkey installation proposal, or arraigned by others. Options for Extended Factory Warranty listed below.

Sourcewell Pricing:	MLP	Discount/ Mark-up	Net Cost
Village Hall:			
30RAP0405H-FF5J0	\$163,400.00	59% off	\$ 66,994.00
Factory Start-up	\$ 950.00	+20%	\$ 1,140.00
2nd - 10th years complete unit P&L (chiller)Warranty	\$ 8,880.00	+20%	\$ 10,665.60
39M AHU Size 21 -Single Plenum fan	\$ 39,980.00	69% off	\$ 12,393.80
AHU S/U w/1st year labor, 5-years Parts only warranty	\$ 3013.00	+20%	\$ 3,615.60

TOTAL EQUIPMENT PACKAGE: \$94,809.00

This Equipment will be sold tax exempt under separate PO from Village. Tax Exemption certificate needs to accompany Purchase Order. Equipment is sold FOB factory, with freight pre-paid to South Florida. Equipment selection, submittal approvals and Coating, receiving and storage and final delivery will be included in Installation portion of project.

Installation based on Fixed Labor rates and mark-ups:

Carrier Project Management Labor	24 @ \$170.00	\$ 4,080.00
Carrier Direct Labor – OT Chiller start-up	4 @ \$170.00	\$ 680.00
Carrier Direct labor	12 @ \$170.00	\$ 2,040.00
Advantcoat Chiller Exposed Component coating	\$ 3,600.00 X 1.3	\$ 4,680.00
Chiller Tie-Down Engineering & permit running	\$ 2,250.00 X 1.3	\$ 2,925.00
Chiller Pipe-fitting labor and Materials OT	\$ 32,800.00 X 1.30	\$ 42,640.00
Chiller Paddock Hydronic Devices - Large	\$ 1,158.00 X 1.30	\$ 1,505.40
Chiller Paddock Insulation (air separator, piping)	\$ 5,742.00 X 1.30	\$ 7,464.60
Receiving from coating, storage, delivery	\$ 3,800.00 X 1.30	\$ 4,940.00
Weekend Crane Service	\$ included above	\$ 0.00
Modify existing slab	\$ included above	\$ 0.00
AHU Demo and Move in (weekend)	\$ 11,200.00 X 1.3	\$ 14,560.00
AHU Installation Weekday	\$ 3,770.00 X 1.3	\$ 4,901.00
AHU Insulation	\$ 1,435.00 X 1.3	\$ 1,865.50
AHU Materials – Duct, piping, curb	\$ 2,780.00 X 1.30	\$ 3,614.00
Disposal (both AHU and Chiller)	\$ 1,400.00 X 1.30	\$ 1,820.00
Test and Balance AHU	\$ 1,258.00 X 1.30	\$ 1,635.40
Controls Tie-In by ALC – Invoiced directly to Village		\$ 0.00

Total Village Hall Installation Cost \$99,350.50

Project cost, Equipment & Installation: \$194,159.50

Permit processing, Engineering and Fees, if any, will be passed through at cost X 1.30 under a separate job/PO.

Sincerely,

Scott McLennan

Maintenance, Repairs, Modernization

PLEASE CALL WITH QUESTIONS: (954) 448-9775

NJPA/ Sourcewell Terms and Conditions will govern sale.

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits:

\$2,000,000 per occurrence and in aggregate

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors, except such rights as Supplier has to proceeds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Carrier Global Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Simon C. Walls
F1B5CDFCEE8A47B...

By: _____

By: _____

Jeremy Schwartz

Simon C. Walls

Title: Chief Procurement Officer

Title: Global Strategic Accounts Leader

10/7/2021 | 9:30 PM CDT

10/7/2021 | 11:01 AM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

10/7/2021 | 9:34 PM CDT

Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Carrier Global Corp
Does your company conduct business under any other name? If yes, please state: Carrier Corporation
Address: 5900-H Northwoods Bus Pkwy
Charlotte, NC 28269
Contact: Alex Relf
Email: alex.l.relf@carrier.com
Phone: 704-521-6443
HST#: 06-0991716

Submission Details

Created On: Tuesday June 15, 2021 15:26:02
Submitted On: Wednesday June 30, 2021 15:43:18
Submitted By: Alex Relf
Email: alex.l.relf@carrier.com
Transaction #: 0278eeef-41a2-4fbe-a881-901b9690436a
Submitter's IP Address: 104.129.206.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Carrier Global Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269
5	Proposer website address (or addresses):	www.carrier.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately \$19 Billion in 2020.
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an \$18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents. Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicalities with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
13	What is your Canadian market share for the solutions that you are proposing?	N/A
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards.</p> <p>The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions.</p> <p>As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.</p>
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less than 1% of those sales were recognized from the government sector.
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less than 1% of those sales were recognized from the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
County of Passaic	Steve Orsini	201-937-2576
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505
Rutgers University	Glen Vliet	848 445-3714

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
BIRMINGHAM BOARD OF EDUCATION	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com . Included with the submission package is Carrier Strategic Accounts Marketing brochure.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in LinkedIn and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the customer's option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Carrier will warranty products per the manufacturer's guidelines.
49	What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
50	Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost-saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
51	Describe any performance standards or guarantees that apply to your services	<p>Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.</p>
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Quality Assurance of Products & Services</p> <p>In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project.</p> <p>Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery.</p> <p>In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers.</p> <p>What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets.</p> <p>The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction.</p> <p>The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required.</p> <p>For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented.</p> <p>In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals.</p> <p>The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance.</p> <p>Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints.</p> <p>There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required.</p> <p>Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcwell incumbent, Carrier has successfully provided quarterly reports since 2017.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, and at no additional costs.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached pricing template.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See attached pricing template.
60	Describe any quantity or volume discounts or rebate programs that you offer.	None.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trip charges and consumable charges apply to every visit.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcwell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcwell members. A National Account Manager will review all bids prior to submission to ensure consistency, and correctness.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Carrier National Account Manager will use two tools to track the Sourcwell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

[Pricing](#) - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:03:46

[Financial Strength and Stability](#) - Carrier-2020-Annual-Report.pdf - Monday June 21, 2021 10:32:55

[Marketing Plan/Samples](#) - Strategic Accounts Overview.pdf - Monday June 28, 2021 09:17:40

WMBE/MBE/SBE or Related Certificates (optional)

[Warranty Information](#) - Carrier Warranty and Terms.pdf - Monday June 21, 2021 10:33:20

[Standard Transaction Document Samples](#) - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:04:38

[Upload Additional Document](#) - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcewell redline for Carrier 5.25.2021.docx - Monday June 21, 2021 10:33:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Relf, Strategic Account Manager, Carrier Global Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	<input checked="" type="checkbox"/>	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	<input checked="" type="checkbox"/>	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	<input checked="" type="checkbox"/>	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	<input checked="" type="checkbox"/>	1

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
2022 - 2026**

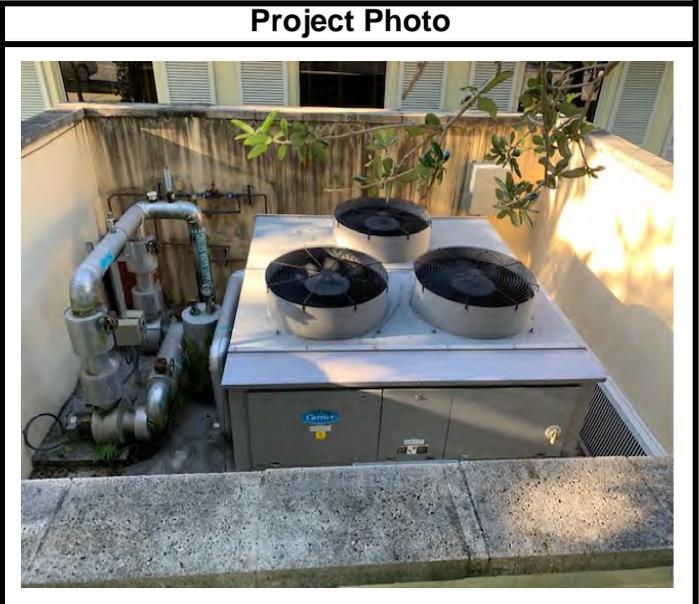
Strategic Result : People and Organizational Performance	Department : Public Works
Project Name : Village Hall Air Handler and Chiller Replacement	Year(s) : 2022

Project Description :
Village Hall A/C air handler and chiller replacement.

Link to Strategic Plan :
Both the air handler and chiller are necessary to maintain the building and provide the appropriate environmental workplace conditions for staff.

Need, Justification, Benefits :
A/C chiller is past its seven (7) year life expectancy. Two (2) chiller coils were replaced in 2020. The bottom of the unit is failing and the system is deteriorating. This unit is significantly deficient and needs to be replaced.

Location & Area Map	Project Photo
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Comments :

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
FINANCIAL INFORMATION
2022 - 2026**

Project Name :	Village Hall Air Handler and Chiller Replacement					
Strategic Result :	People and Organizational Performance					
Department :	Public Works					
	2022	2023	2024	2025	2026	Total
Project Budget :						
Land acquisition						\$0
Planning / Design						0
Engineering						0
Construction						0
Equipment	190,000					190,000
Vehicle						0
Other						0
Total Budget	\$190,000	\$0	\$0	\$0	\$0	\$190,000
Funding Sources :						
General revenues						\$0
Impact fees						0
Grant revenues	190,000					190,000
Debt Service						0
Infrastructure Surtax						0
Fund balance						0
Other						0
Total Revenues	\$190,000	\$0	\$0	\$0	\$0	\$190,000
Operating Impact:						
Personnel						\$0
Operating						0
Capital						0
Other						0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0
Comment(s)	No significant impact. Capital expenditure is designed to replace existing equipment.					
Grant Information	ARPA funding will be used for the air handler as this will improve air quality in Village Hall.					

Village of North Palm Beach			
CIP Fund Recap			
Fiscal Year 2022			
Beginning Balance			\$88,407
Transfers in:			
	<u>Resolution / Ordinance</u>	<u>Amount</u>	<u>Total</u>
FY 2022 Transfer in (transfer during budget process)	Ordinance # 2021-17	660,000	
FY 2022 Transfer in (use of FY21 Net Income)	on 4/28/22 agenda	2,000,000	
Total Transfers in			\$2,660,000
Less: Purchases			
	<u>Description</u>	<u>Resolution #</u>	<u>Amount</u>
<u>Fiscal Year 2022</u>			
	Community Center Playground Equipment	Resolution # 2022-08	3,315
	Boat Engine Replacement	Resolution # 2022-12	44,500
	Webstreaming	Resolution # 2022-15	39,690
	Increase in Grapple Truck Purchase Price	Resolution # 2022-18	7,750
	Village Hall Air Handler & Chiller Replacement	on 4/28/22 agenda	203,868
	Anchorage Park Playground Replacement	on 4/28/22 agenda	250,000
	Lighthouse Drive Bridge Conceptual Designs	on 4/28/22 agenda	91,288
Total Purchases			(640,411)
CIP Fund Available Balance			\$2,107,996

**VILLAGE OF NORTH PALM BEACH
PARKS AND RECREATION DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Zakariya Sherman, Director of Leisure Services

DATE: April 28, 2022

SUBJECT: **RESOLUTION** – Accepting a proposal submitted by Advanced Recreational Concepts, LLC (ARC) and Playspace Services, Inc. to remove and replace the Anchorage Park Playground at a total cost of \$438,063.19.

The playground at Anchorage Park is heavily used by children and families year-round. The existing equipment has reached the end of its useful life (installed in 2009) and needs to be replaced with a more modern structure that will provide shade. Staff received the following proposals to remove and replace the Anchorage Park Playground equipment:

Vendor		Cost
Advanced Recreational Concepts, LLC (ARC) and Playspace Services, Inc.		\$438,063.19
Advanced Recreational Concepts, LLC	\$251,831.86	
Playspace Services, Inc.	\$186,231.33	
Miracle Recreation Equip. Co.		\$431,699.80
Playmore Recreational Products & Services		\$396,247.88

An online community survey was conducted from April 1-18, 2022 to give residents an opportunity to choose their preferred design amongst those provided by the vendors identified above. The design by Playmore Recreational Products was not considered as part of the survey due to a design that did not meet our needs, including a lack of shade. Tabulation of results revealed that the community preferred the design from Advanced Recreational Concepts, LLC (ARC) and Playspace Services, Inc. by a margin of 204 to 104 (62.01% to 31.61%). 21 respondents (6.38%) said either option was acceptable.

Additionally, the Recreation Advisory Board reviewed both plans and approved the design from Advanced Recreational Concepts, LLC (ARC) and Playspace Services, Inc. as well. Renderings of their proposed playground are attached. Staff also took into account the Needs Assessment conducted by Dr. Barth Associates, LLC and ensured the design had sufficient shade.

Pricing:

The proposal from Advanced Recreational Concepts, LLC (ARC) and Playspace Services, Inc. is pursuant to pricing established in an existing contract with Clay County (Bid No. 18/19-2) expiring May 27, 2022. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts.

Funding:

The Village has been approved for a \$400,000 State of Florida Department of Environmental Protection Land and Water Conservation Fund (LWCF) Grant for the playground replacement at Anchorage Park. The Grant requires a one-to-one Village match (\$200,000).

\$250,000 was originally budgeted for this project. This amount was comprised of \$125,000 from the Village's CIP Fund and \$125,000 from the LWCF grant. Increasing the Village's contribution by \$125,000 through the use of funding made available by the transfer of FY2021 Net Income to the Capital Projects Fund (as was recommended to the Audit Committee and the Village Council) will allow the Village to maximize the grant match and secure a playground with greater shade and amenities -- this increases the total project budget to \$450,000.

The following budget amendment is required to provide the necessary funding for this project:

Budget Amendment – Capital Projects Fund:

Account	Description	Use	Source
K5541-66000	CIP Fund		\$250,000
K5541-49102	Transfer Out to Recreation Grant Fund	\$250,000	
Total		\$250,000	\$250,000

Budget Amendment – Special Revenue Recreation Grant Fund:

Account	Description	Use	Source
U3900-09132	Transfer In from Capital Projects Fund		\$250,000
U2128-33012	Grant Revenue – Land & Water		200,000
U8028-66210	Construction & Major Renovation	\$450,000	
Total		\$450,000	\$450,000

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by Advanced Recreational Concepts, LLC (ARC) and Playspace Services, Inc. to remove and replace the Anchorage Park playground at a total cost of \$438,063.19, with funds expended from Account No. U8028-66210 (Construction & Major Renovation); authorizing the Mayor and Village Clerk to execute the required budget amendment to appropriate the required project funds and authorizing the Mayor and Village Clerk to execute Contracts relating to such services in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM ADVANCED RECREATIONAL CONCEPTS, LLC FOR THE PURCHASE OF NEW PLAYGROUND EQUIPMENT FOR ANCHORAGE PARK AND APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE REMOVAL AND DISPOSAL OF THE EXISTING EQUIPMENT AND THE INSTALLATION OF NEW EQUIPMENT PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE CONTRACTS FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM THE CAPITAL IMPROVEMENT FUND TO FACILITATE THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village was awarded a matching \$400,000.00 Florida Department of Environmental Protection Land and Water Conservation Fund (LWCF) Grant for the replacement of playground equipment at Anchorage Park; and

WHEREAS, Village Staff recommends accepting the proposal from Advanced Recreational Concepts, LLC for the purchase of the new playground equipment and a proposal from its related entity, Play Space Services, Inc., for the removal of the existing equipment and the installation of the new equipment both utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of \$438,063.19; and

WHEREAS, in order to fund the purchase, the Village Council wishes to amend the Capital Projects Fund Budget and the Recreational Grant Fund Budget to account for the receipt of the grant funds and provide an additional \$250,000.00 in CIP funds; and

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

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

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

Section 2. The Village Council hereby accepts the proposal from Advanced Recreational Concepts, LLC for the purchase of the new playground equipment and a proposal from Play Space Services, Inc., for the removal of the existing equipment and the installation of the new equipment at Anchorage Park both utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of \$438,063.19, with funds expended from Account No. U8028-66210 (Grant Expense – Construction & Major Renovation). The Village Council further authorizes the Mayor and Village

Clerk to execute Contracts for such equipment and services, copies of which are attached hereto and incorporated herein by reference.

Section 3. In order to reflect the receipt of grant funds and provide additional CIP funds to fully fund this purchase, the Village Council hereby approves the following budget amendments:

Budget Amendment – Capital Projects Fund:

Account	Description	Use	Source
K5541-66000	CIP Fund		\$250,000
K5541-49102	Transfer Out to Recreation Grant Fund	\$250,000	
Total		\$250,000	\$250,000

Budget Amendment – Special Revenue Recreation Grant Fund:

Account	Description	Use	Source
U3900-09132	Transfer In from Capital Projects Fund		\$250,000
U2128-33012	Grant Revenue – Land & Water		200,000
U8028-66210	Construction & Major Renovation	\$450,000	
Total		\$450,000	\$450,000

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 5. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and ADVANCED RECREATIONAL CONCEPTS, LLC, 3125 Skyway Circle, Melbourne, Florida 32934, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-0520823.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to supply playground equipment for Anchorage Park; and

WHEREAS, Clay County, through its competitive selection process, awarded a Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) ("Clay County Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested equipment based on the pricing established in the Clay County 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 Clay County 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. CLAY COUNTY Contract. Clay County's Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) with CONTRACTOR, attached hereto as Exhibit "A," and incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
 - A. In accordance with the terms and conditions of the Clay County Contract and at the direction of the VILLAGE, CONTRACTOR supply playground equipment for Anchorage Park in accordance with is Proposal dated March 16, 2022, attached hereto as Exhibit "B" and incorporated herein by reference.
 - B. The total cost of such equipment shall not exceed **\$251,831.86**
 - C. The equipment to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be supplied within ninety (90) days of such written notice.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (CLAY COUNTY Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)

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. The VILLAGE shall pay fifty percent (50%) of the total compensation upon execution of this Contract and the remaining fifty percent (50%) upon receipt and acceptance of the equipment by 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. 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 for the term as indicated in the Clay County Contract. Extensions or renewals to the Clay County Contract or any modification including new products, terms, or price changes to the Clay County Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Clay County Contract expires and no new contract is let by the Clay County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

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 the VILLAGE is in breach of this Contract, upon termination by the VILLAGE or CONTRACTOR, CONTRACTOR shall refund all monies paid for equipment not yet received and accepted. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for equipment received and accepted through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Clay County Contract, with the VILLAGE named 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 obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the Clay County Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and 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.

ADVANCED RECREATIONAL CONCEPTS, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and PLAY SPACE SERVICES, INC., 3125 Skyway Circle, Melbourne, Florida 32934, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 59-3136444.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to remove and dispose of existing playground equipment at Anchorage Park and install new equipment; and

WHEREAS, Clay County, through its competitive selection process, awarded a Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) ("Clay County Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Clay County 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 Clay County 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. CLAY COUNTY Contract. Clay County's Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) with CONTRACTOR, attached hereto as Exhibit "A," and incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
 - A. In accordance with the terms and conditions of the Clay County Contract and at the direction of the VILLAGE, CONTRACTOR shall remove and dispose of the existing equipment and install new playground equipment at Anchorage Park in accordance with is Proposal dated March 16, 2022, attached hereto as Exhibit "B" and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **\$186,231.33**.
 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within ninety (90) days of such written notice.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (CLAY COUNTY Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)

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. The VILLAGE shall pay fifty percent (50%) of the total compensation upon execution of this Contract and the remaining fifty percent (50%) upon completion of all services. 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. 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 for the term as indicated in the Clay County Contract. Extensions or renewals to the Clay County Contract or any modification including new products, terms, or price changes to the Clay County Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Clay County Contract expires and no new contract is let by the Clay County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

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 the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for all services satisfactorily performed through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Clay County Contract, with the VILLAGE named 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 obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the Clay County Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and 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.

PLAY SPACE SERVICES, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

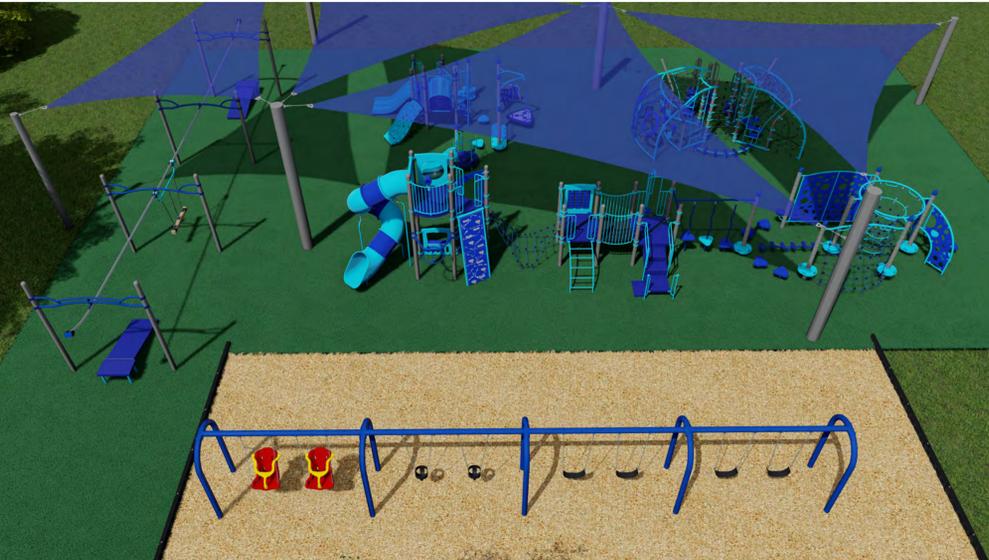
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



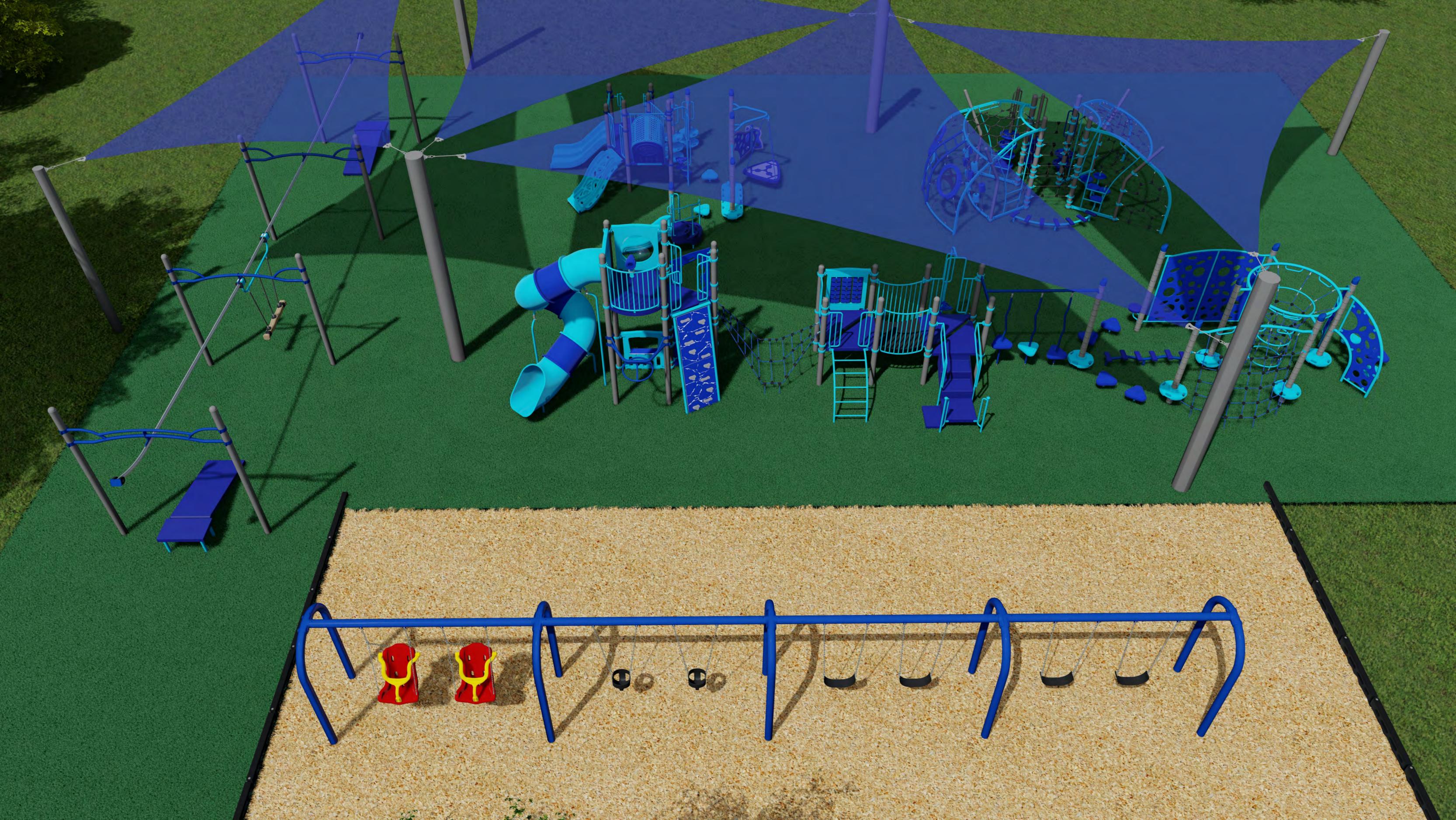
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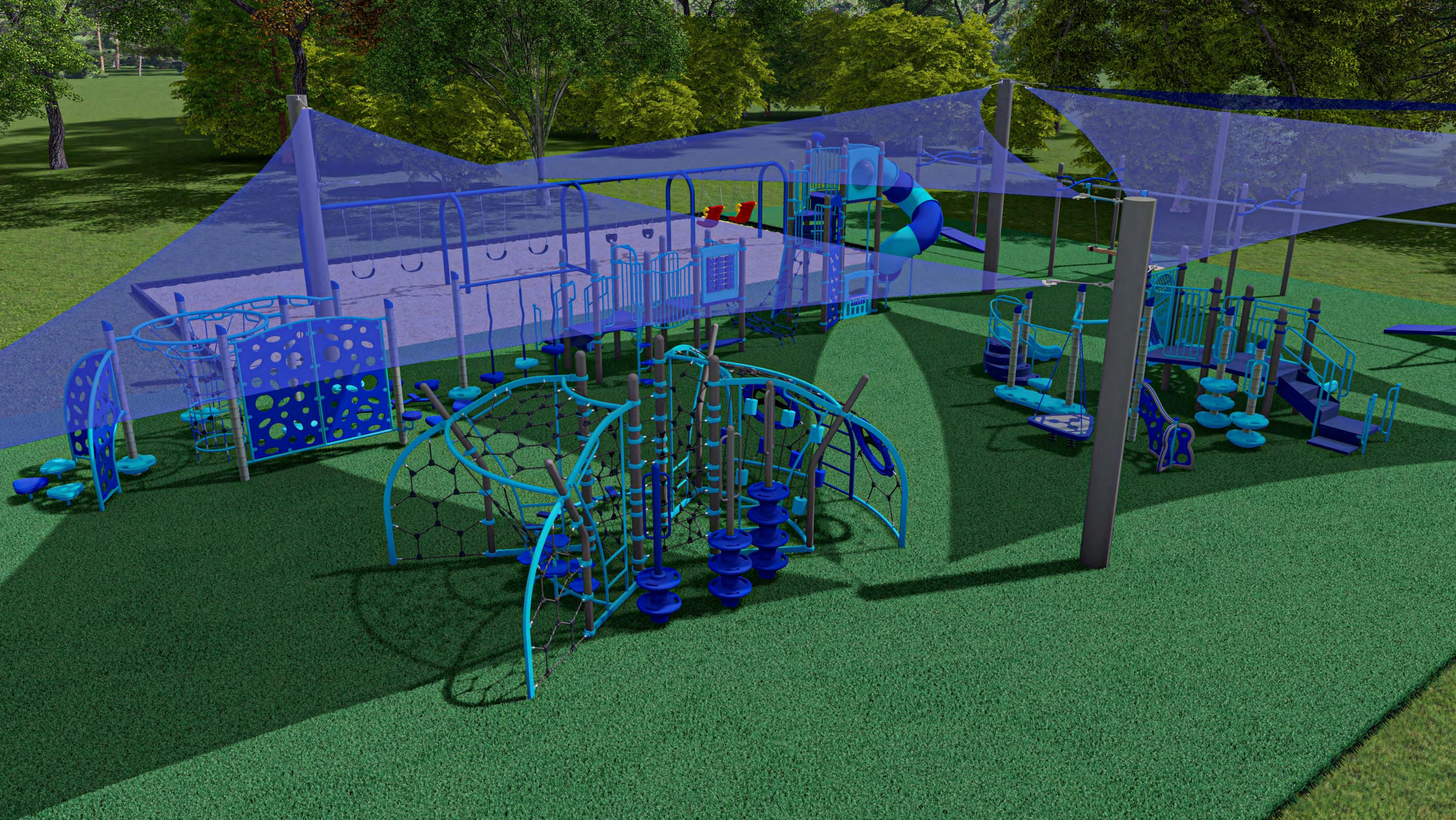
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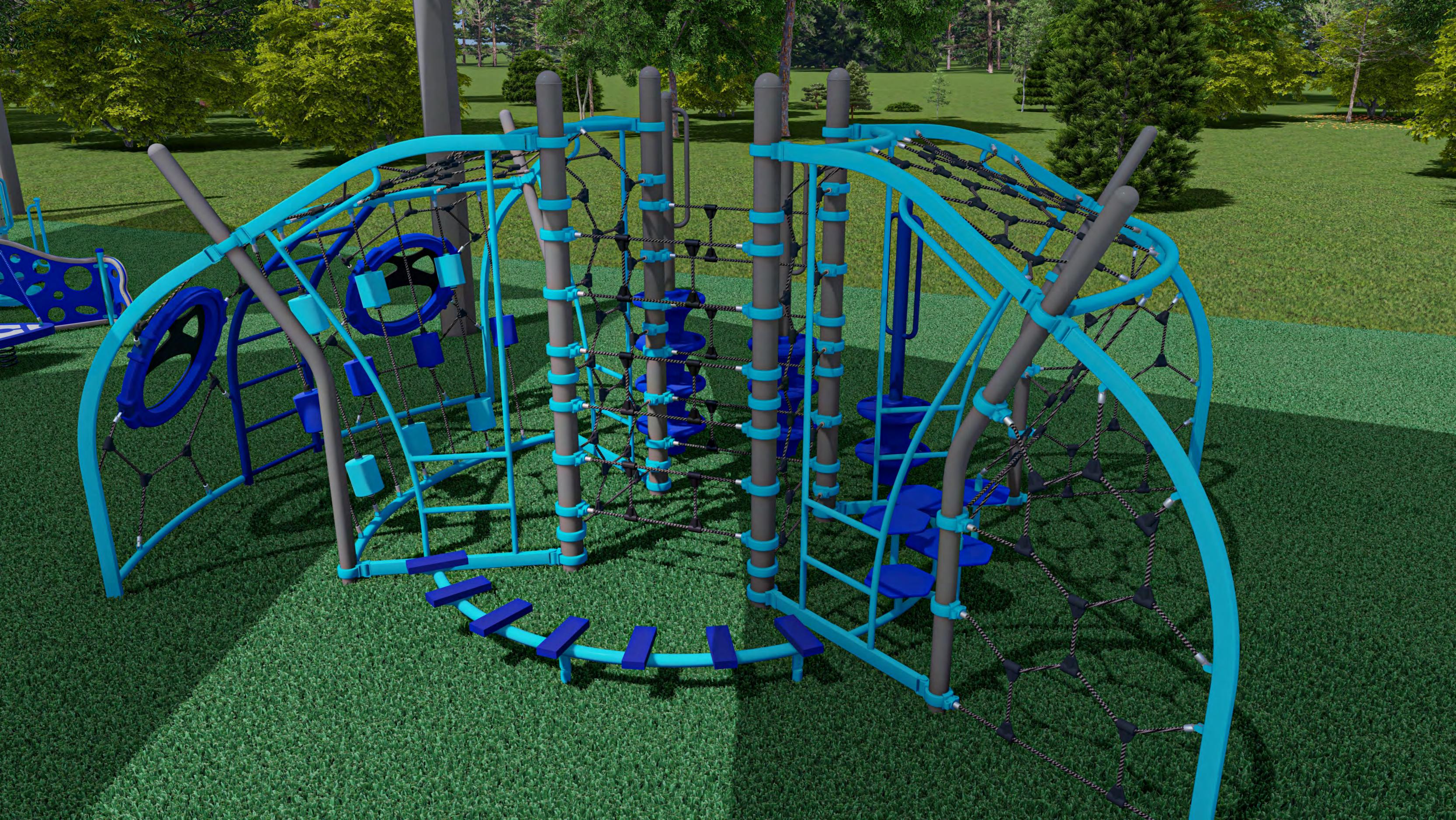




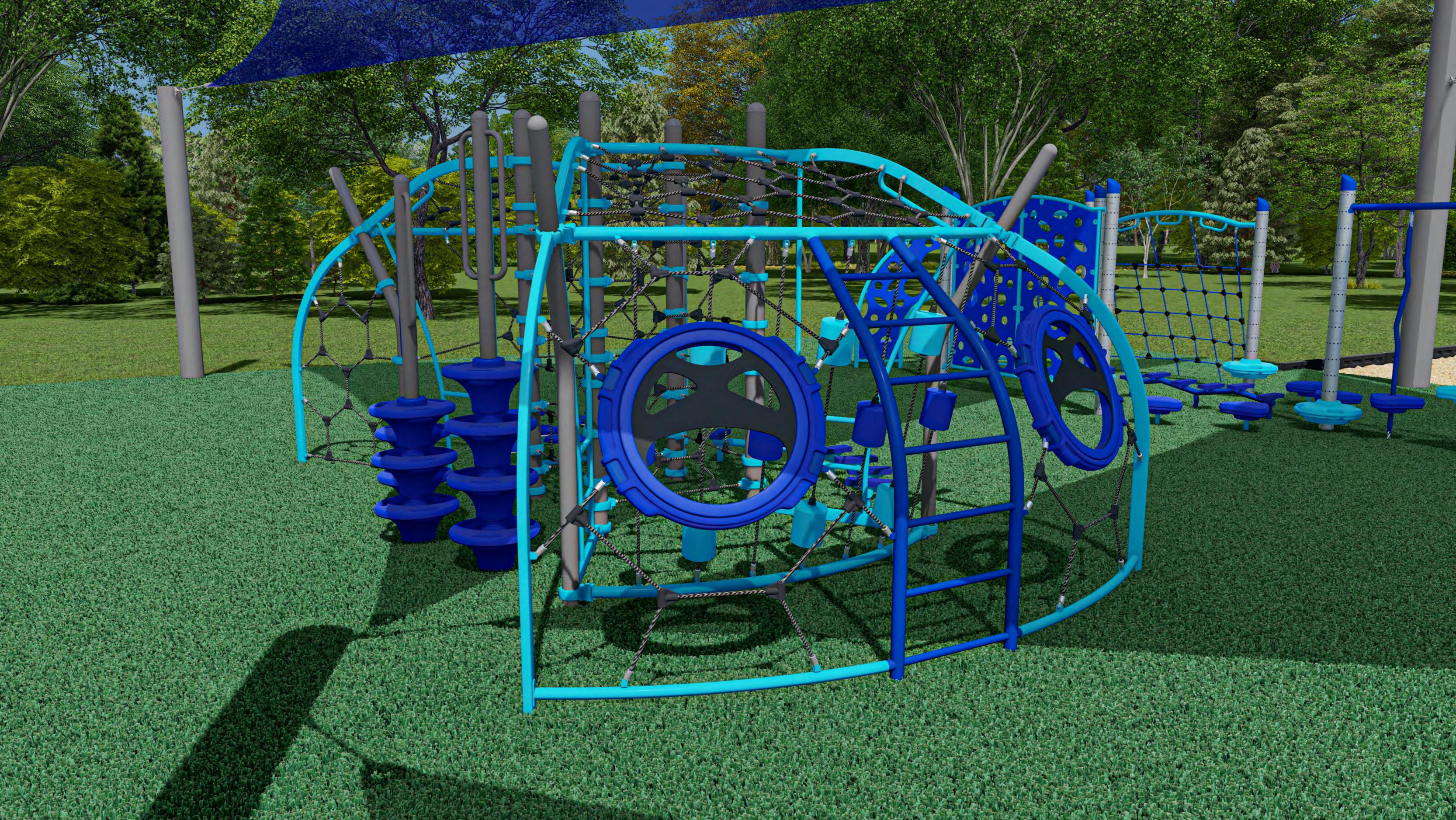














STORE



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

March 1, 2022

Mr. Russ Ruskay
Director of Parks and Recreation
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408-4901

Re: Anchorage Park Phase 4
LWCF Project No. 12-00684

Dear Mr. Ruskay:

Attached is the executed amendment that provides for a modification to the Grant Work Plan, for this project. Also, please be aware that the project completion date for this project is **May 31, 2023**. This is the date by which all grant-related construction must be completed, and all grant-related expenses paid. The completion documentation must be submitted to our office no later than thirty (30) days after project completion. As soon as the documentation is received, we will arrange for a final inspection.

If you have any questions, please contact our office at (850) 245-2501. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Tamika Bass".

Tamika Bass
Community Assistance Consultant
Land and Recreation Grants Section
Mail Station #585

TMB/

**AMENDMENT NO. 3
TO AGREEMENT NO. LW684
BETWEEN
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
AND
VILLAGE OF NORTH PALM BEACH**

This Amendment to Agreement No. LW684 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Village of North Palm Beach, 501 US Highway 1, North Palm Beach, FL 33408-4901 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee to install new picnic, boating facilities, security lighting; renovation of water access pathways, boating facilities, and landscaping, executed December 26, 2019; and

WHEREAS, the parties wish to amend the Agreement as set forth herein to extend the grant period to September 24, 2023 and the grant project completion date to May 31, 2023.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for one-year period to begin September 30, 2022 and remain in effect until September 24, 2023. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) The Project Completion Date is extended for a one-year period to begin May 31, 2022 and remain in effect until May 31, 2023.
- 3) Attachment 3-B, Second Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-C, Third Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-C, Third Revised Grant Work Plan.
- 4) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Village of North Palm Beach

By: 
 Title: Special Projects
 Date: 2-24-2002

Florida Department of Environmental Protection

By: Callie DeHaven
Digitally signed by Callie DeHaven
 Date: 2022.03.01 12:33:28 -05'00'
 Secretary or Designee
 Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-C	Third Revised Grant Work Plan (3 pages)

ATTACHMENT 3-C
THIRD REVISED GRANT WORK PLAN
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)
 Project Name: Anchorage Park Phase 4
 Grantee Name: Village of North Palm Beach
 LWCF Project # LW684

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY17/18 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 603 Anchorage Blvd., North Palm Beach, FL 33408-3701 and is considered a "Development Project" pursuant to subsection 62D-5.070(5)(b), F.A.C.

Project Completion: The Project Completion Date for this Agreement is May 31, 2023.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. Required match for development projects will be provided by cash, in-kind services, or donated real property, as set forth in subparagraph 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in subparagraph 62D-5.070(6)(b)2., F.A.C. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$200,000.00
Total Estimated Project Cost:	\$400,000.00
Match Ratio:	50%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1			
1.A. Development of Commencement Documentation Checklist (DRP-122) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1	180 calendar days after Execution of Agreement ²	
	The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project		

<p>inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p> <p>DELIVERABLE 2</p>	<p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due May 31, 2023, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>
<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes: Install new picnic, boating facilities, security lighting; renovation of water access pathways, playground facility, and landscaping.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-125).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.</p> <p>Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a single payment request on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.</p> <p>Endnotes:</p> <ol style="list-style-type: none"> LWCF documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution. Due Date will not be extended beyond the Grant Period as outlined in Rule 62D-5.073, F.A.C. 		

From: [Donna Fish](#)
To: [Paul Bickham](#)
Subject: RE: Copy of contract
Date: Monday, November 4, 2019 2:33:18 PM
Attachments: [1819-2 Equip & Amenities Parks & Playgrounds.pdf](#)
[051519 Discount spreadsheet.pdf](#)
[F&A - BCC minutes.pdf](#)

Hi Paul,

See attached discount spreadsheet that has all awarded vendors and their discount percentages. There are no contracts or award letters, we use the spreadsheet and approval minutes by our board for backup for any purchases. The initial term is good until 5/27/22. Let me know if you need anything else.

Thank you,

Donna Fish, Buyer 1
Clay County Purchasing Division
P O Box 1366
477 Houston Street
Green Cove Springs, FL 32043
PH: 904-278-3761
Fax: 904-278-3728
Email address: donna.fish@claycountygov.com

From: Paul Bickham [mailto:PBickham@arcflorida.com]
Sent: Monday, November 04, 2019 2:24 PM
To: Donna Fish <Donna.Fish@claycountygov.com>
Subject: Copy of contract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Donna,

Can you help me get a copy of the contract 18/19-2, Various Equipment and Amenities for Parks and Playgrounds and confirmation that Advanced Recreational Concepts and Playspace Services are on the contract? Any help would be appreciated. Thanks in advance.

Paul Bickham

Design Manager
Advanced Recreational Concepts / Playspace Services
3125 Skyway Cir.
Melbourne, FL. 32934
Office: 321-775-0600
Mobile: 321-514-3184
Fax: 866-957-2356

pbickham@arcflorida.com

www.arcflorida.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.



**FINANCE AND AUDIT COMMITTEE
MEETING MINUTES**

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

Program:

1. Program Director Services - Curtis Enterprises, LLC
2. Mentoring and Tutoring Services - Bright Minds Youth Development, Inc. (K. Thomas)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda, with the additional approval to waive the Purchasing Policy and extend the Program Director Services and Mentoring and Tutoring Services Agreements.

7. Tourist Development Council Event Marketing Grant Awards

Approval of TDC Marketing Grant Applications for Ham Jam 2019 in the amount of \$2,200.00 and Clay County Veterans Event in the amount of \$1,000.00. Funding Source 109-1910-548005 (Tourism Development Fund - Tourism & Film Development - Reimbursement Grants) (K. Morgan)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

8. Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU)

Approval of the Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

9. Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU)

Approval of the Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the

undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

10. FY 19/20 Nonprofit Grant Applicants - Session 1 of 2

Presentations of the FY 19/20 Nonprofit Agency Grant Applicants for budget funding for the upcoming fiscal year. (D. Sileo)

Florida Art License Plate Fund:

- A. Clay County Community Band, Inc. (not presenting)
- B. First Coast Highlanders, Inc. (not presenting)

General Fund:

- C. Challenge Enterprises of North Florida, Inc.
- D. Episcopal Children's Services, Inc.
- E. Kids First of Florida, Inc.
- F. Quigley House, Inc.

County Alcohol & Drug Abuse Fund:

- G. Clay Behavioral Health Center, Inc.

Presentations were heard by Nonprofit Grant Applicants on the agenda.

Acting County Manager Mock explained the process in which agency funding is determined during the budget process.

James Householder, Director of Facilities & Maintenance, responded to Vice Chairman Bolla's inquiry pertaining to Veteran parking spaces at the Administration Building.

There being no further business, the meeting was adjourned at 4:32 P.M.

Attest:

Committee Chairman

Recording Secretary



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/13/2019

FROM: Milton Towns, Environmental Services
Dept.

SUBJECT: Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Clay County utilizes the non-as valorem Solid Waste Collection Assessment to fund the cost of residential solid waste collection. The assessment is levied against certain residential properties within the Solid Waste and Recovered Materials Collection Services Municipal Service Benefit Unit (MSBU) established by Ordinance No. 2006-53. The Board must approve the assessment rate and adopt the assessment roll annually. This approval follows a public hearing for the Annual Rate Resolution held in August of each year.

ATTACHMENTS:

Description

- ▢ [Collection Assessment Rate FY 19-20](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/14/2019 - 10:30 AM	
County Manager	Mock, Lorin	Approved	5/14/2019 - 3:01 PM	

Curbside Collection Assessment Rate Fiscal Year 2019-20

Recommendation

Staff recommends a rate adjustment for FY20 due to increasing costs

Costs are increasing by roughly 3% per year due to CPI and fuel adjustments

Contract cost represents about 96% of the total budget, TC 2%, Admin 2%

Return to the 2010 & 2011 rate 154.44 current 139.20

Moderate adjustment 1.27 mo 15.24 year

Total SW assessments will be less than the amount paid in 10 of the 13 years since beginning

\$4.35/week for waste collection & disposal (G, Recy, YT, & Bulk) \$1.45/p-up

Compare	Clay	St Johns	Putnam		Clay	St Johns	Putnam
Total	\$226.44	\$230.00	\$331.00	month	\$18.87	\$19.17	\$27.58

Adjustment is necessary because, for 7 of the 8 years since 2012, we have -

- 1 Charged homeowners less than the full cost of garbage collection
- 2 Have essentially been using our savings account to make up the difference
- 3 Without a rate adjustment, the savings account will be drained next year, 2020

Reserve funds (savings) also used to pay for extra debris cleanup in case of localized events

Best financial practices advocate a fund balance that is 20% of the total annual costs

Should be approximately \$2 million for this fund (\$10m budget)

Background - how did we get here?

Dec-16 Collection contract was amended - included a 6% cost reduction

Oct-17 Reduced ALL solid waste fees for collection & disposal

Collection assessment lowered to pass on cost reduction to homeowners

2017-19 Over next 3 years used over \$1 million of fund balance (savings)

**Residential Solid Waste & Recycling Collection Program
(Enterprise Fund 402-3820)**

Fiscal Year	Est. ³	Collection Assessment ¹		Paid to Contractor		Annual Revenue/Expense		Reserves	
		Annual Amount	Monthly Rate	Annual Amount	Monthly Rate	Revenue	Expense	Yearly	Total
06/07 ²		\$ 110.00	\$ 12.22	\$ 97.92	\$ 10.88	\$ 6,671,772	\$ 5,958,888	\$ 712,883	\$ 712,883
07/08		\$ 146.00	\$ 12.17	\$ 133.32	\$ 11.11	\$ 8,470,817	\$ 8,262,781	\$ 208,036	\$ 920,919
08/09		\$ 150.00	\$ 12.50	\$ 138.36	\$ 11.53	\$ 8,917,917	\$ 8,480,382	\$ 437,535	\$ 1,358,454
09/10		\$ 154.44	\$ 12.87	\$ 136.68	\$ 11.39	\$ 9,196,523	\$ 8,453,301	\$ 743,222	\$ 2,101,676
10/11		\$ 154.44	\$ 12.87	\$ 136.68	\$ 11.39	\$ 9,177,393	\$ 8,670,954	\$ 506,439	\$ 2,608,115
11/12		\$ 139.44	\$ 11.62	\$ 136.68	\$ 11.39	\$ 8,364,059	\$ 8,864,202	\$ (500,142)	\$ 2,107,972
12/13		\$ 146.40	\$ 12.20	\$ 138.72	\$ 11.56	\$ 8,906,676	\$ 9,082,256	\$ (175,579)	\$ 1,932,393
13/14		\$ 146.40	\$ 12.20	\$ 139.92	\$ 11.66	\$ 8,933,847	\$ 9,273,278	\$ (339,431)	\$ 1,592,962
14/15		\$ 146.40	\$ 12.20	\$ 141.18	\$ 11.77	\$ 9,004,322	\$ 9,262,401	\$ (258,079)	\$ 1,334,884
15/16		\$ 146.40	\$ 12.20	\$ 134.60	\$ 11.22	\$ 9,146,482	\$ 8,727,812	\$ 418,670	\$ 1,753,554
16/17 ⁴		\$ 139.20	\$ 11.60	\$ 134.19	\$ 11.18	\$ 8,771,684	\$ 8,831,740	\$ (60,056)	\$ 1,693,498
17/18		\$ 139.20	\$ 11.60	\$ 136.23	\$ 11.35	\$ 9,040,956	\$ 9,294,346	\$ (253,390)	\$ 1,440,108
18/19	Proj.	\$ 139.20	\$ 11.60	\$ 137.97	\$ 11.50	\$ 9,000,120	\$ 9,722,429	\$ (722,309)	\$ 717,799
19/20	est.	\$ 154.44	\$ 12.87	\$ 138.84	\$ 11.57	\$ 10,198,623	\$ 9,864,803	\$ 333,820	\$ 1,022,924
20/21	est.	\$ 154.44	\$ 12.87	\$ 141.99	\$ 11.83	\$ 10,387,610	\$ 10,129,470	\$ 258,140	\$ 1,281,064
19/20	0%	\$ 139.20	\$ 11.60	\$ 138.84	\$ 11.57	\$ 9,194,206	\$ 9,856,864	\$ (662,658)	\$ 26,446

- Note: ¹ Residential Assessment Resolution #06/07-14 provides that the assessment rate not exceed \$161.00
² Annual assessment rate of \$146.66 reduced for nine month period (January - September) at inception
³ "Est." reflects projected budget amounts
⁴ Collection assessment rate reduced to decrease fund balance



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/16/2019

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT: Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides replacement of three hazardous waste storage buildings to store residential household hazardous wastes until it is ready for shipment.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes/No/N/A):
Yes

Funding Source: Solid Waste Fund / Environmental Services / Buildings
Account # 401-3802-562000 Amount - \$233,900.00

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

ATTACHMENTS:

Description

▯ [Memo Bid Info_Public](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	5/16/2019 - 2:24 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 3:29 PM	

**BID 18/19-17 Household Hazardous Waste Buildings- Clay County
SOV**

	<u>Price</u>	
Quantity	Price for Building and Delivery	
1	\$	84,100
2	\$	82,700
3	\$	67,100
	\$	233,900 * Total if all (3) buildings are purchased at once per bid requirements.

MCC Development

- **BID #18/19-17, Household Hazardous Waste Buildings Specifications (Hazmat Storage Buildings)**
- Manufacture and deliver buildings only
- Buildings will meet EPA, NFPA 30 and OSHA standards for storage of household hazardous wastes
- Building Size Exterior (maximum) – 24' x 10' x 10'
- Roof will slope front (door side) to back and away from permanent building
- All welded heavy gauge steel construction
 - Exterior walls – 12 gauge minimum
 - Interior walls – 20 gauge minimum
 - Floor grates – 10 gauge minimum
 - Sump containment area – 10 gauge minimum
- Tie down pads at four (4) corners compliant. County/Installer to determine proper anchoring requirements of State of Florida Building Codes and Wind Codes for Eastern Clay County.
- Forklift pockets for lifting and moving building
- Exterior Coating
 - Walls and roof painted the color selected by the County
 - Weather and chemical resistant coating, including on underside of building
- Four (4) hour fire rating
- Separation walls dividing each unit, including sump floor
- Lockable roll up doors for each room (6'8" minimum height)
- Low profile door threshold (10 gauge steel), each door.
- Secondary Containment sump in floor – 750 gallon minimum
- Galvanized steel grate flooring with removable sump access grate
- Explosion proof exhaust fan in each room
- Explosion proof light(s) in each room
- Automatic Fire Suppression System for each room
 - Chemical fire suppression for five of six rooms (standard ABC dry chemical)
 - Water suppression in oxidizer room (1/3 sized room, East side of Building 3)
- Power connection locations
 - Building #1 – mount box at corner of unit on the East side at the South end
 - Building #2 – mount box at center of unit on the South end
 - Building #3 – mount box at center of unit on the West end
- Interior Coating
- Walls and shelving will be anti-corrosive resin coated to protect against chemical corrosion
- Walls and shelves painted bright white in color

- **BID #18/19-17, Household Hazardous Waste Buildings Specifications (Hazmat Storage Buildings) Con't**

- Adjustable and removable shelving for each room
 - Mounting brackets, shelves and hardware shall be of the same design and size for universal fit within all three buildings
 - Mounting hardware and shelving shall be installed on the rear and side walls of each room (3 walls)
- Brackets will allow shelves to be mounted at 16" above floor, 16" below ceiling and at any height in between with adjustment intervals of no larger than 2"
- Shelves will have a minimum depth of 18"
- Shelving will extend end to end (corner to corner) on each wall
- Install four (4) vertical shelves each wall
 - Shelves will be of a solid surface and will have a leak proof containment lip (1.5" minimum) on all four sides to contain spilled liquids
 - Corrosion resistant, fitted shelf liners will be supplied for each shelf

- **Buildings #1 & #2 [East (back) side of HHW building]**

- Each Building will be divided into two (2) rooms of equal size with the Door opening in center of each room
- 6' wide roll up door for each room
- Tag board holders (10 3/4" x 10 3/4") adjacent to each door

- **Building #3 [South (right) side of HHW building]**

- Divided into two (2) rooms of unequal size
- East side (left side when facing front) shall be 1/3 of total size (oxidizer room)
- West side (right side when facing front) shall be 2/3 of total size
- Door opening in center of each room
- 5' wide roll up door – East room (1/3)
- 6' wide roll up door – West room (2/3)
- Tag board holders (10 3/4" x 10 3/4") adjacent to each door

- Warranty
 - Structure and systems – 10 year minimum
 - Chemical resistant coatings and paint – 3 year minimum

MCC DEVELOPMENT, INC.

Bid No. 18/19-17, Household Hazardous Waste Buildings

Total Price of Three Buildings per specifications pages 15-18: \$ 233,900.00

Total Cost Written in Words: Two Hundred Thirty Three Thousand Nine Hundred Dollars and Zero Cents

(Bid based on above total) Bids require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: mcc Development, Inc.

ADDRESS: 410 Horse Knob Drive
MARSHALL, NC 28753

TELEPHONE: 609 444 6977

FAX #: 828 649 1436

E-MAIL: Joseph.Lopardo @ MCCdevelopment.com

Name of Person submitting Bid: Joseph Lopardo

Title: Chief operating officer

Signature: 

Date: 4/19/2019

Area Representative Contact Information: Steven Jackson

14686 SUTHERLAND AVE. NAPERES, FL 34119
407-506-2282

ADDENDA ACKNOWLEDGMENT:

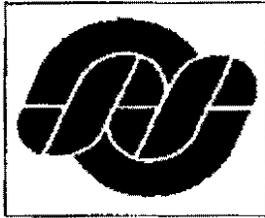
Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 4/15/19 Acknowledged by: 

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Original



SAFETY STORAGE® INC.

855 N. 5th Street, Charleston, IL 61920
Ph: (800) 727-2067 FAX: (217) 345-4428
<http://www.safetystorage.com>

April 22, 2019

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street
Green Cove Springs, FL 32043

Ref: BID NO. 18/19-17, Household Hazardous Waste Buildings TR# 13739 A-B

Safety Storage, Inc., on behalf of its representative Steve Lauber is pleased to submit the following quotation for the manufacture of Two (2) Factory Mutual (FM) Approved Model 2410FR4 Safety Storage Building equipped with the items you requested. The specifications for this building are attached for your review. The following quotation will be honored for a period of sixty (60) days from the date of this quote.

Item A: Two (2) Model 2410FR4 Safety Storage Building.....*\$184,670.00

Qty	Quote Ref	Description
1	2410FR4	24L x 10W x 9H "4FR" Series Storage Building
1	OVHT	120" Overall Height
240	TRITEM93	10 GA HRS Sump Floor Upgrade (Per Square Ft) - Sump Wall not included
1	TRITEM1979	Upgrade Roof Only to 150 MPH Wind Load, Model 2410
19	TRITEM545	Upgrade Skin to 14Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
21	TRITEM552	Upgrade Skins to 20Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
-1	DR60	Door, Double, 60"W x 80"H, 3HR Fire-Rated
2	TRITEM1980	Rollup Door, 72"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
2	TRITEM1978	Custom Threshold, Painted 12Ga HRS (Shipped loose and installed on site by others)
1	PW4FR3	Partition Wall, 4Hr Fire-Rated (With Sump Separator), 10'W Building
1	HDB3	Hold-Down Bracket, 3-Hole, Upgrade from Standard (4 Brackets)
1	DC4	Dry Chemical Fire Suppression System (Rated for Class A, B and C fires)
46	SH22	Shelving with Standards, Stainless Steel (Adjustable, 22"D) (Per Linear Ft.)
138	SH22A	Shelving W/O Standards, Stainless Steel (Adjustable, 22"D) (Per Linear Ft.)
2	SIGN7	Sign, "CONFINED ENTRY"

2	MVL	Exhaust Ventilation, Exterior Low Mount (Explosion Proof) (Class I, Division 1 Groups C&D) with Snap-Type Switch (Non Explosion-Proof)
2	FS2	Fan Switch, Snap-Type, Upgrade to Explosion-Proof Switch (Class I, Division 1 Groups C&D)
2	LED2	Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) with Exterior Light Switch (Non Explosion-Proof)
2	LS2	Upgrade Light Switch to Explosion Proof (Class I, Division 1 Groups C&D)
1	ELAE	Emergency Local Alarm System, Explosion-Proof Switch (Class I, Division 1 Groups C&D) Non Explosion-Proof Alarm
1	ELAA	Additional Emergency Local Alarm Switch (Class I, Division 1 Groups C&D)
1	LC1	Load Center, Single Phase (Nema 3R)
1	CCP	Custom Color (Excludes Safety Colors)
1	TTU2	Two-Tone Finish
1092	MAX INT/EXT	Special Coating - Maxshell (Interior & Exterior)
240	CTU	Coal Tar Undercoat (Per Sq. Ft)
240	FRC	Florida Roof Coat, Required in Hurricane Zone (Per Sq. Ft)
2	TRITEM1071 FLSS	Upgrade Roll up Door to be installed in factory (Additional freight charges may apply) Florida State Seal

Item B: One (1) Model 2410FR4 Safety Storage Building.....*\$92,627.00

Qty	Quote Ref	Description
1	2410FR4	24L x 10W x 9H "4FR" Series Storage Building
1	OVHT	120" Overall Height
240	TRITEM93	10 GA HRS Sump Floor Upgrade (Per Square Ft) - Sump Wall not included
1	TRITEM1979	Upgrade Roof Only to 150 MPH Wind Load, Model 2410
19	TRITEM545	Upgrade Skin to 14Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
21	TRITEM552	Upgrade Skins to 20Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
-1	DR60	Door, Double, 60"W x 80"H, 3HR Fire-Rated
1	TRITEM1980	Rollup Door, 72"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
1	TRITEM1981	Rollup Door, 60"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
2	TRITEM1978	Custom Threshold, Painted 10Ga HRS (Shipped loose and installed on site by others)
1	PW4FR3	Partition Wall, 4Hr Fire-Rated (With Sump Separator), 10"W Building
1	HDB3	Hold-Down Bracket, 3-Hole, Upgrade from Standard (4 Brackets)
1	DC2	Dry Chemical Fire Suppression System (Rated for Class A, B and C fires)
1	WS1	Water Sprinkler Subassembly, One (1) Sprinkler Head
46	SH22	Shelving with Standards, Stainless Steel (Adjustable, 22"D) (Per Linear Ft.)
138	SH22A	Shelving W/O Standards, Stainless Steel (Adjustable, 22"D) (Per Linear

		Ft.)
2	SIGN7	Sign, "CONFINED ENTRY"
2	MVL	Exhaust Ventilation, Exterior Low Mount (Explosion Proof) (Class I, Division 1 Groups C&D) with Snap-Type Switch (Non Explosion-Proof)
2	FS2	Fan Switch, Snap-Type, Upgrade to Explosion-Proof Switch (Class I, Division 1 Groups C&D)
1	HS	Heat Sensor - Exhaust Shutdown (Explosion-Proof) (Class I, Division 1 Groups C&D)
2	LED2	Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) with Exterior Light Switch (Non Explosion-Proof)
2	LS2	Upgrade Light Switch to Explosion Proof (Class I, Division 1 Groups C&D)
1	ELAE	Emergency Local Alarm System, Explosion-Proof Switch (Class I, Division 1 Groups C&D) Non Explosion-Proof Alarm
1	ELAA	Additional Emergency Local Alarm Switch (Class I, Division 1 Groups C&D)
1	LC1	Load Center, Single Phase (Nema 3R)
1	CCP	Custom Color (Excludes Safety Colors)
1	TTU2	Two-Tone Finish
1092	MAX INT/EXT	Special Coating - Maxshell (Interior & Exterior)
240	CTU	Coal Tar Undercoat (Per Sq. Ft)
240	FRC	Florida Roof Coat, Required in Hurricane Zone (Per Sq. Ft)
2	TRITEM1071 FLSS	Upgrade Roll up Door to be installed in factory (Additional freight charges may apply) Florida State Seal

Total Purchase Price (3) Buildings	\$277,297.00
Estimated Freight	\$13,630.50
Total Purchase Price	\$290,927.50

<p>Building configuration notes:</p> <p style="text-align: center;">ITEM A BUILDINGS</p> <p>1.) H3 Occupancy for storage only of flammable liquids (1A Flammables not allowed)</p> <p>2.) Class I Div 2 min. Interior/ General Purpose Exterior</p> <p>3.) Building will meet wind load requirements</p> <p>4.) Door threshold height to be approved by end user before production</p> <p>5.) Ducting, if required, to be supplied and installed on site by others</p> <p>6.) Backup power to be supplied and installed on site by others</p> <p>7.) Due to the ventilation requirements in hazardous material areas, Safety Storage cannot guarantee humidity control/condensation build up. Pre-conditioned air, if required, must be supplied and installed on site by others.</p> <p>8.) Egress door may be required by the LAHJ and must be supplied and installed on site by others. SSI can supply at an additional cost</p> <p>9.) Shelving will have 1.5" lip</p> <p>Exceptions:</p> <p>1.) Any additional requirements, not specifically identified in this quote, will be the sole responsibility of the end user</p>

Bid No. 18/19-17, Household Hazardous Waste Buildings

Total Price of Three Buildings per specifications pages 15-18: \$ 290,927.50

Total Cost Written in Words: Two Hundred Ninety Thousand Nine Hundred Twenty Seven dollars and Fifty Cents

(Bid based on above total) Bids require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Safety Storage Inc.

ADDRESS: 855 North 5th Street

Charleston, IL 61920

TELEPHONE: 888-345-4470

FAX #: 217-345-4428

E-MAIL: KARAS@SAFETYSTORAGE.COM

Name of Person submitting Bid: KARA PEARCY

Title: PROJECT MANAGER

Signature: *Kara Percy*

Date: 4/22/19

Area Representative Contact Information: STEVE LAUBER

877-265-8820

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 4/17/19 Acknowledged by: KARA PEARCY

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

BID #18/19-17, Household Hazardous Waste Buildings

SCOPE OF SERVICES

(As provided by Environmental Services Department)

Clay County is located in Northeast Florida just south of Jacksonville. The County's household hazardous waste program is operated by the Department of Environmental Services. The County utilizes three (3) Hazardous Waste Storage Buildings to store residential household hazardous wastes until it is ready for shipment. These storage buildings are integrated into the main building. The intent of this Bid is to procure new hazmat storage buildings to replace the existing buildings.

Contractor's Responsibility:

The Contractor will manufacture and deliver three (3) new portable hazardous materials storage buildings that adhere to the specifications provided by the County. The County will be responsible for installation of the buildings and power connection. The portable buildings must fit in the existing footprint and must align with openings in the permanent household hazardous waste (HHW) building. It shall be the responsibility of the Contractor to ensure that the new storage buildings will properly fit in the area provided. *It is strongly recommended that the Contractor visit the site and confirm all measurements.*

All systems (doors, lights, exhaust fans, fire safety equipment, shelves, etc.) shall be properly tested prior to delivery to the County.

The Contractor will deliver the units to the County's site at 3545 Rosemary Hill Road, Green Cove Springs, FL 32043. No less than 15 days prior to delivery, the Contractor shall: (1) notify the County of the scheduled delivery date, (2) provide the gross weight of each building, and (3) deliver a schematic of each building that includes the lifting points for unloading and moving.

The existing buildings will be removed by the County's landfill maintenance Contractor.

Specifications (Hazmat Storage Buildings)

- Three (3) New Portable Hazardous Materials Storage Buildings
- Manufacture and deliver buildings only
- Must meet EPA, NFPA 30 and OSHA standards for storage of household hazardous wastes
- Buildings must fit into existing footprint and must align with building openings
 - Proper alignment includes floor height level with permanent building and door openings between building support girders. (Height of floor is 10.5" from concrete pad)
- Building Size (length x width x height) shall be equal to or larger than current units
 - Exterior (maximum) – 24' x 10' x 10'
 - Existing units size (exterior) – 22'5" x 8'6" x 8'

- Current building measurements are for reference only. Contractor is responsible for new buildings proper fit.
- Roof must slope front (door side) to back and away from permanent building
- All welded heavy gauge steel construction
 - Exterior walls – 12 gauge minimum
 - Interior walls – 20 gauge minimum
 - Floor grates – 10 gauge minimum
 - Sump containment area – 10 gauge minimum
- Tie down pads at four (4) corners compliant with anchoring requirements of State of Florida Building Codes and Wind Codes for Eastern Clay County.
- Forklift pockets for lifting and moving building
- Exterior Coating
 - Walls and roof painted the color selected by the County
 - Contractor will provide County with color options
 - Weather and chemical resistant coating, including on underside of building
 - Provide touch up paint of same color (one half gallon minimum)
- Four (4) hour fire rating
- Separation walls dividing each unit, including sump floor
- Lockable roll up doors for each room (6'8" minimum height)
- Low profile door threshold (10 gauge steel), each door. Must extend to connect flush with floor of permanent building. (current threshold extends 2.5")
- Secondary Containment sump in floor – 750 gallon minimum
- Galvanized steel grate flooring with removable sump access grate
- Explosion proof exhaust fan in each room
- Explosion proof light(s) in each room
- Automatic Fire Suppression System for each room
 - Chemical fire suppression for five of six rooms (standard ABC dry chemical)
 - Water suppression in oxidizer room (1/3 sized room, East side of Building 3)
- Power connection locations
 - Building #1 – mount box at corner of unit on the East side at the South end
 - Building #2 – mount box at center of unit on the South end
 - Building #3 – mount box at center of unit on the West end
- Interior Coating
 - Walls and shelving will be anti-corrosive resin coated to protect against chemical corrosion

- Walls and shelves painted bright white in color
- Adjustable and removable shelving for each room
 - Mounting brackets, shelves and hardware shall be of the same design and size for universal fit within all three buildings
 - Mounting hardware and shelving shall be installed on the rear and side walls of each room (3 walls)
 - Brackets must allow shelves to be mounted at 16" above floor, 16" below ceiling and at any height in between with adjustment intervals of no larger than 2"
 - Shelves will have a minimum depth of 18"
 - Shelving will extend end to end (corner to corner) on each wall
 - Must install four (4) vertical shelves each wall
 - Shelves will be of a solid surface and will have a leak proof containment lip (1.5" minimum) on all four sides to contain spilled liquids
 - Corrosion resistant, fitted shelf liners will be supplied for each shelf
- **Buildings #1 & #2 [East (back) side of HHW building]**
 - Each Building will be divided into two (2) rooms of equal size
 - Door opening in center of each room
 - 6' wide roll up door for each room
 - Tag board holders (10 ¾" x 10 ¾") adjacent to each door
- **Building #3 [South (right) side of HHW building]**
 - Divided into two (2) rooms of unequal size
 - East side (left side when facing front) shall be 1/3 of total size (oxidizer room)
 - West side (right side when facing front) shall be 2/3 of total size
 - Door opening in center of each room
 - 5' wide roll up door – East room (1/3)
 - 6' wide roll up door – West room (2/3)
 - Tag board holders (10 ¾" x 10 ¾") adjacent to each door
- Contractor's Warranty
 - Structure and systems – 10 year minimum
 - Chemical resistant coatings and paint – 3 year minimum

Bidders may be requested to provide a schedule of values at time of bid review.

Bid Invitations Sent to the Following Companies for:
Bid #18/19-17, Household Hazardous Waste Buildings

U. S. Chemical Storage
Chem-Stor
ECP Environmental Compliance Products
Safety Storage, Inc.
Freedom Steel Buildings
D J Haycook Construction Co.
MCC Development, Inc.
Handi House of Orange Park
LD Buildings
HC Buildings
Southern Structures, Inc.
Cooks Portable Warehouses
Keen's Buildings
Thomas May Construction Company
Core Construction Company
Construction Journal
Construct Connect
Dodge Data & Analytics
Mid State Builders Exchange, Inc.
Prime Vendor, Inc
NAPC Data Specialist
Conner Services, LLC
DDI Southeast
Dodge Data & Analytics
Ideal Sales



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/10/2019

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party.
Funding Source: Not Applicable (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This will assist Clay County Veterans Services with tracking veteran's claims and assist veterans and eligible dependents in accessing all benefits to which they are entitled.

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes\No\N/A):
No

Funding Source: Not Applicable

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:

Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- [FDVA Memorandum of Agreement_Public](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	5/15/2019 - 1:15 PM	
County Manager	Mock, Lorin	Approved	5/15/2019 - 2:38 PM	

Memorandum of Agreement
between
Florida Department of Veterans' Affairs
and
Clay County
on behalf of the
County Veteran's Service Officer

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Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Clay County Veteran's Service Office

1. Purpose

In order to create greater efficiencies through cooperation as contemplated by Section 163.01, Florida Statutes, this Memorandum of Agreement (herein referred to as "MOA") establishes and formalizes the interlocal relationship between the State of Florida Department of Veterans' Affairs (herein referred to as "FDVA") and Clay County, a political subdivision of the State of Florida, on behalf of the County Veteran's Service Officer (herein referred to as "the County") under Section 292.11, Florida Statutes, as an authorized user of FDVA's VetraSpec technology acquired through its contract with DataSpec, Inc., Contract No. FDVA-ITN-15-004N, to manage veterans' case files and records in furtherance of FDVA's mission to advocate with purpose and passion for Florida veterans and link them to superior services, benefits and support. In this MOA, FDVA and the County will collectively be known as "the Parties."

2. Background

VetraSpec is a secure, web-based application that FDVA has purchased and implemented as a solution to track veterans' claims, and assist veterans and eligible dependents in accessing all benefits to which they may be entitled.

FDVA makes this application available for authorized users of FDVA and Florida County Veteran Service Officers (herein referred to as "CVSOs") that have paid, directly to DataSpec, Inc., for the licenses to receive services. Qualifying CVSOs become authorized users through the execution of this MOA and in compliance with the terms and conditions of this agreement.

FDVA, in its sole discretion, shall determine if a person qualifies as an authorized user of the FDVA VetraSpec application (herein referred to as "VetraSpec").

3. Scope

The Parties to this MOA agree to be bound by its terms and conditions governing access to VetraSpec by authorized users. Authorized users of VetraSpec shall be responsible for the confidentiality of veteran records and shall not access records of veterans for whom the authorized user does not have specific, written authorization to access on behalf of the veteran.

This MOA applies to all FDVA's VetraSpec authorized users that may include CVSOs; system administrators; and system users.

No person shall have access to VetraSpec without first being approved by FDVA, in writing, as an authorized user.

Authorized users shall operate, at all times, in compliance with the terms and conditions of this MOA and at the express direction of the FDVA.

Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Clay County Veteran's Service Office

4. Roles and Responsibilities

4.1 FDVA shall:

4.1.1 Approve qualifying persons as authorized users and coordinate access to VetraSpec for intended use under this MOA.

4.1.2 Monitor usage of VetraSpec by authorized users through compliance checks and quality assurance measures, including conducting audits of authorized user VetraSpec credentials and written authorizations from veterans allowing authorized users to access veteran records.

4.1.3 Ensure all authorized users receive training by DataSpec, Inc., for use of VetraSpec prior to gaining rights and credentials to access and work within the application, and partake in additional training should VetraSpec upgrades so require.

4.1.4 Freely cooperate with authorities legally empowered to investigate, audit, or otherwise review the procedures, data and conduct including the operation and its authorized users under the licensed database held by FDVA.

4.1.5 Report any violation of intended use of accessing VetraSpec under the licensed FDVA database. All violations shall be promptly reported to FDVA and DataSpec, Inc.

4.1.6 Revoke authorized user access to the FDVA VetraSpec database for those whom, in the sole discretion of FDVA, have been deemed to have violated the intended use of the application.

4.1.7 All electronic discharges that are in the possession of FDVA will be maintained in VetraSpec under the "FDVA" office code.

4.2 County shall:

4.2.1 Pay the annual fee per user in the amount of \$399.00, or subsequently-assessed current rate, to DataSpec, Inc. All payments are billed annually on anniversary of signing up for the system and are due and payable to DataSpec, Inc., in accordance with Chapter 218, Part VII, Florida Statutes.

4.2.2 Provide the resources necessary, including computer hardware, software, and personnel support, to effectively operate VetraSpec by each authorized user.

4.2.3 Allow only accredited County Veteran' Service Officers ("CVSOs") under Section 292.11, Florida Statutes, representing or assisting veterans and eligible dependents within the authorized user's office, to access and use VetraSpec. For purposes of this MOA, "authorized user" means any person appointed or designated by FDVA, in writing, to act on behalf of, or in place of a veteran or veteran's eligible dependent.

Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Clay County Veteran's Service Office

4.2.4 Access or view only files within the County as authorized by the veteran or eligible dependent, or as required and essential to assisting the veteran or eligible dependent in accessing benefits to which they may be entitled.

4.2.5 Cooperate fully in the mandate that: if a veteran or eligible dependent chooses representation outside his or her home county, the home county office will not access or view that veteran's file unless subsequently authorized to do so, in writing, by the veteran or veteran's eligible dependent which authority can only be granted when the power granted supersedes and replaces the earlier authorization.

4.2.6 Ensure that all inquiries and use of veterans' records are "For Official Use Only." To verify that all access to VetraSpec is "For Official Use Only," authorized users must comply with the following requirements:

(a) Have and keep on file written authorization for release of information, including written appointment of authorized agent, if applicable, executed by the veteran or eligible dependent for whom information is being accessed.

(b) Ensure that all work and inquiries pertaining to a veteran's file shall be limited to, and shall not exceed, the scope of the specific purpose in assisting the veteran and eligible dependent.

(c) Access records of discharges from the US Armed Forces in the possession of FDVA that are not part of an active claim, provided that the authorized user accessing the discharge record has authorization in accordance with section 4.2.6(a).

(d) Ensure that all discharge records in the possession of FDVA will not be viewed outside the scope of official business.

(e) Obtain and review a copy of the release of a discharge to verify that a veteran has authorized access to the record, or if the veteran is deceased, that a qualified official has signed on behalf of the veteran or dependent.

4.2.7 Abide by the existing policies and instructions, as listed in Appendix A to this MOA, for supporting the transmission, use, release, or storage of veterans' and dependents' information.

4.2.8 The Parties acknowledge that VetraSpec facilitates access to data that is protected by State and Federal law. Therefore, strict adherence to the terms and conditions of this MOA are of paramount importance for both Parties to achieve legal compliance. Recognizing that all information in the VetraSpec database is subject to the public records laws of the State of Florida, protecting the privacy of veterans and dependents is imperative. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida and Federal law. CVSOs shall not use or disclose any information received from VetraSpec under this MOA that is identified as confidential or exempt from public disclosure in accordance

Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Clay County Veteran's Service Office

with Chapter 119 and Section 282.318, Florida Statutes, and HIPAA Privacy and Security Rules. Disclosure is restricted to authorized intended uses to assist the veteran or eligible dependent. No information may be disclosed outside these limits without written consent from the veteran and eligible dependents.

Any person who willfully and knowingly violates any of the provisions of this section may be charged with noncriminal infractions up to a third degree felonies as provided in Section 119.10, Florida Statutes, and subject to penalties found in Chapter 775, Florida Statutes. In addition, any person who knowingly discloses any information in violation of HIPAA may be subject to criminal sanctions and civil liability. The duty of each CVSO, to maintain confidentiality of information under this section, continues and survives beyond the term of this MOA or separation from employment by the County.

4.2.9 Information from veterans' files will only be used to assist veterans and eligible dependents. At no time will any CVSO use information for any other purposes including but not limited to:

- Recruitment for membership to organizations, including veterans' organizations.
- Solicitation for firms, whether "for profit" or "not for profit" organizations, seeking to do business with veterans.
- Listing of names for inclusion or inscription on monuments or memorials.

4.2.10 All requests for customization of access to VetraSpec or its reporting or other capabilities shall be submitted to FDVA, in writing, for consideration. FDVA will determine if such customization is beneficial to the State, and if approved, FDVA will submit the request to DataSpec, Inc.

5. Terms of the Agreement and Period of Effectiveness

This MOA will be effective on the date last signed below by the Parties, and will be reviewed annually by the signatories or successors. This MOA shall remain in effect until it is modified or terminated by the Parties. Minor modifications may be made when mutually agreed upon by written addendum, signed by FDVA and the County. Either party, upon 90 days' advance written notice, may terminate this MOA. FDVA may terminate immediately, if, in FDVA's sole discretion, it determines that the County has failed to comply with the terms and conditions of this MOA.

6. FDVA Point of Contact

Alene Tarter
FDVA Director, Benefits and Assistance
727-319-7421
tartere@fdva.state.fl.us

Clay County Point of Contact

Name: Kimberley Glover
Title: Veteran's Services Officer
Phone: 904-269-6326
E-mail: Kimberley.Glover@claycountygov.com

Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Clay County Veteran's Service Office

7. Execution of Agreement

The Parties have taken all actions necessary and secured all levels of approval to enter into this MOA. Each signatory has legal authority to bind the public entity it represents and hereby signs to memorialize accord with all terms and conditions.

Clay County

A political subdivision of the State of Florida

By: Mike Cella, Chairman
(printed name)

Signature: _____

Date: _____

ATTEST:

By: Lorin L. Mock, Acting County Manager and
Clerk to the Board (printed name)

By: _____
(Signature)

Date: _____

Reviewed as to form and legal sufficiency:

**Florida Department
of Veterans' Affairs**

Colonel Alfred D. Carter, US Army Ret.
Deputy Executive Director

Signature: _____

Date: _____

Reviewed as to form and legal sufficiency:

APPENDIX A

Authority and Reference

5 U.S.C. 552, Freedom of Information Act
38 U.S.C. 5902, Recognition of Representatives of Organizations
45 Code of Federal Regulations, HIPAA Privacy
Privacy Act of 1974 as amended by 5 U.S.C. 552a
Section 1106 (A), Social Security Act
Florida Administrative Code, Chapter 55A-3.009, Accreditation to the United States Department
of Veterans Affairs
Florida Statutes 119.10, Public Records
Florida Statutes 292.11, County and City Veteran Service Officer
Florida Statutes 775, General Penalties

Acronyms

HIPAA	Health Insurance Portability and Accountability Act
MOA	Memorandum of Agreement
FDVA	Florida Department of Veterans Affairs
POC	Point of Contact
US	United States
CVSO	County Veteran Service Officer



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/1/2019

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT:

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides playground equipment, amenities and lighting for all parks in Clay County as needed and other entities wishing to utilize this RFP. Pricing will be utilized for repairing, adding additional equipment, and new park projects.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes/No/N/A):
Yes

Funding Source: General Fund / Parks & Recreation / Repairs and Maintenance
Account # 001-3201-546100 Amount - Varies by project

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

ATTACHMENTS:

Description

- ▢ [RFP #18_19-2, Various Equipment and Amenities for Parks and Playgrounds](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	5/16/2019 - 2:12 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 3:28 PM	

SURFACING

Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website
	Innovative Mulching	Mulch	10%	Priced Per Job	www.innovativemulching.com	Request Quote	On Website
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website
Wood Mulch Products	Mulch	5%	Priced Per Job	www.woodmulchproducts.com	Request Quote	On Website	

	Tennis Unlimited	Tennis Court Surfacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Synthetic Turf	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
Miracle Recreation/True North (407) 883-8463	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcdoorliving.com	Yes	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recycled Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty

Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes
Robertson Industries, Inc/Totturf Safety Surfacing (954) 882-1366 ghaab@totturf.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Robertson Industries	Turf, Rubber Tiles, Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault Safety Surfacing	Rubber Turf	2%	Included n SF Price	Flyer	No	Yes
	Shawgrass	Syntheitc Turf	2%	Included in SF Price	Flyer	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes

Rep Services, Inc (407) 831-9658 nathan@repservices.com	No Fault	Rubber Mulch, Synthetic Turf	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreational Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Fibar	Wear Mats, Acces Ramps, Engineered	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structures, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
		CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	Priced Per Job	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catalog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catalog
		Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy

	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	75%	No	No	No
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No

SITE AMENITIES & FURNISHINGS							
Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	35%	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
		Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%		Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A		Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%		Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Wabash Valley	Tables, Benches, Trash Cans	2.50%	50%	Yes	In Catalog	Yes	
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes	
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes	
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No	
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog	
	Recycle Design	Benches	5%	27%	Yes	No	No	
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes	
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No	

PLAYGROUND EQUIPMENT & STRUCTURES

Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product	
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet	
	Big Toys	Interactive Playgrounds	5%	42%	Yes	Yes	On Price Sheet	
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog	
	Elephant Play	Playgrounds	10%	35%	Yes	Yes	In Catalog	
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	Priced Per Job	Yes	Request Quote	In Catalog	
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website	
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.com	Yes	On Price Sheet	
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	42%	Yes	Yes	In Catalog	
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website	
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog	
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog	
		Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy	
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy	
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy	

Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Little Tikes	Playground Equipment,	10%	40%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Playcraft Systems	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION							
Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Playspace Services (321) 775-0600 info@playspaceservices.com	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SPORTS & FITNESS EQUIPMENT

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog	
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website	
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website	
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website	
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website	
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website	
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product	
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website	
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog	
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website	
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website	
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog	
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog	
		Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy	
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy	
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy	

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

Bid Invitations Sent to the Following Companies for:
RFP #18/19-2, Various Equipment And Amenities For Parks And Playgrounds

Miracle Recreation – True North	Korkat Playgrounds & Site Amenities
Musco	Construction Journal
Playmore Recreation Products	Wausau Tile, Inc.
REP Services	Project Innovations, Inc.
Advanced Recreational Concepts	Coast to Coast Recreation, LLC
Southern Recreation, Inc.	Vortex
J. Durgan Associates, Inc.	RCP Shelters, Inc.
Victor Stanley, Inc.	Sail Shade Structures
Robertson Recreational Surfaces	Swartz Associates, Inc.
Recycled Plastic Factory, LLC	Nevco
Greenfields Outdoor Fitness, Inc.	Medley Sports Construction
Gulf Coast Sports, LLC	
Bliss Products	
Apollo Sunguard Systems, Inc.	
Miller Recreation Equipment & Design, Inc.	
Dominica Recreation Products/Game Time	
Site Horizons	
M. Gay Constructors, Inc.	
Advanced Eco Designs	
Florida Playstructures, Inc.	
Seating Constructors UDS, Inc.	
Shell Scape of Florida, LLC	
ParknPool Corporation	
Prosales	
Hunter Knepshield Company	
Team C Sports	
Gary Yeomans Ford	
Kompan, Inc.	
BASCA, Inc.	
Qualite Sports Lighting	
Bill Fritz Sports Corporation	
American Park & Recreation	
Top Line Recreation	
Atlantic Coast Recreation	
Gopher Sports	
Foreverlawn Palm Beach	
Sail Shade Structures	
Park Warehouse	
Custom Canopies, Inc.	
Dynamo Playgrounds	
Precision Playgrounds	
Playworx Playsets, LLC	
Rosette Equipment Company	
Prime Vendor, Inc.	
Regal Contractors, Inc.	
No Fault Sport Group	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Committee

DATE:

FROM: Purchasing Dept.

SUBJECT: Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Matching funds will be paid pending approval of the FY19/20 budget.

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/15/2019 - 1:14 PM	
County Manager	Mock, Lorin	Approved	5/15/2019 - 2:38 PM	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Committee

DATE:

FROM: Purchasing Dept.

SUBJECT:

Discussion regarding the following Agreements related to the SWEAT Program:

1. Program Director Services - Curtis Enterprises, LLC
2. Mentoring and Tutoring Services - Bright Minds Youth Development, Inc. (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

When the program was initially started the Board approved waiving the Purchasing Policy related to selecting William F. Curtis/Curtis Enterprises, LLC as the Program Director based on his experience with the Department of Juvenile Justices System.

A Request for Proposals was issued in FY 16/17 for Mentoring and Tutoring Services in which only 2 proposals were received. The proposal from K16 Ready Society, Inc. far exceeded the Program budget and was being offered by an out of State company. Bright Minds Youth Development, Inc. was award the bid and issued an Agreement.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes/No/N/A):
Yes

Funding Source: Grant Funding

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/15/2019 - 1:13 PM	
County Manager	Mock, Lorin	Approved	5/15/2019 - 2:38 PM	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Board of County Commissioners

DATE: 5/17/2019

FROM: Teresa Capo

SUBJECT:

Approval of TDC Marketing Grant Applications for Ham Jam 2019 in the amount of \$2,200.00 and Clay County Veterans Event in the amount of \$1,000.00. Funding Source 109-1910-548005 (Tourism Development Fund - Tourism & Film Development - Reimbursement Grants) (K. Morgan)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Tourism Department Staff received two TDC Event Marketing Grant Applications. Using the Board approved scoring metrics for all TDC Event Marketing Grant awards, the Tourism Department Staff scored both applications in order to supply a recommendation at their May 15, 2019 TDC meeting.

At that meeting, the TDC awarded the following:

- Ham Jam 2019 - \$2,200
- Clay County Veterans Event - \$1,000

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: Tourism Development Fund - Tourism & Film Development - Reimbursement Grants

Account # 109-1910-548005 Amount - \$2,200.00 Ham Jam 2019

Account # 109-1910-548005 Amount - \$1,000.00 Clay County Veterans Event

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

- ▢ [CC Vet Application Public](#)
- ▢ [Ham Jam Application Public](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Finance	Goodermote, Angela	Approved	5/17/2019 - 11:52 AM	Item Pushed to Agenda

Kimberly Morgan

From: webform@claycountygov.com
Sent: Thursday, May 09, 2019 3:32 PM
To: Kimberly Morgan
Subject: Clay County, FL: 2018/19 TDC Grant Application

A new entry to a form/survey has been submitted.

Form Name: 2018/19 Clay County TDC Grant Application
Date & Time: 05/09/2019 3:31 PM
Response #: 18
Submitter ID: 20167
IP address: 172.24.96.110
Time to complete: 10 min. , 33 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2018/19

(October 1, 2018 through September 30, 2019)

1. General Organization Information

Name of Organization Clay County Veterans Services Department
Event Name 3rd Annual Veterans Appreciation Day Event
Address PO Box 1366
City Green Cove Springs
State Florida
Postal Code 32043
Phone (904) 278-3735
Website claycountygov.com
Contact Name Kimberley Glover
Contact Email Address karen.thomas@claycountygov.com
Contact Phone (904) 278-3735
Contact Cell Phone (904) 540-3389

2. Requesting Organization's Net Reported Assets in 2017

Upload Document last yr budget TDC.pdf

3. Event Information

Event Name 3rd Annual Veterans Appreciation Day Event
Date(s) of Event 09/28/2019
Time(s) of Event 9:00-3:00
Location of Event Moosehaven
Website www.claycountygov.com

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2018/19 Event Funding

Event Budget (both revenue and expenditures) draft budget.pdf

Sponsorship Plan/Commitments Sponsor list TDC.xlsx

What alternative source of funding will you seek if your request is not eligible for funding?

Seek additional sponsorships.

7. 2018/19 Event Marketing Plan

Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc. Advertising Plan.pdf

Visitor Survey

Thank you,
Clay County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

CLAY COUNTY FLORIDA
 DATE: 05/09/2019
 TIME: 12:01:36

CLAY COUNTY BOCC FY 2019
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
 AUDIT21

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601'
 ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION,ACCOUNT

TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION

PAGE BREAKS ON: DEPARTMENT

FUND - 001 - GENERAL FUND
 DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-550-553-1601-050-1601 - VETERANS SERVICE OFFICER										
512000				REGULAR SALARIES		.00	.00	.00	BEGINNING BALANCE	
	10/04/17	11-1				48,226.00			POSTED FROM BUDGET SYSTEM	
	10/10/17	19-1		20180030			331.00		P/R ACCRUAL FY 17	
	10/10/17	19-1		20180028			-331.00		P/R ACCRUAL FY17	
	10/10/17	19-1		20180029			331.00		REVERSAL OF JE20180028	
	10/20/17	22-1					2,402.88		PAYROLL CHARGES	
	11/02/17	22-2					1,615.38		PAYROLL CHARGES	
	11/03/17	19-2		20180131			-37.50		OPT OUT PPE 10/17/17	
	11/03/17	19-2		20180138			-37.50		OPT-OUT PPE 10/03/17	
	11/16/17	22-2					1,615.38		PAYROLL CHARGES	
	12/01/17	22-2					1,615.39		PAYROLL CHARGES	
	12/14/17	22-3					1,999.99		PAYROLL CHARGES	
	12/28/17	22-3					1,807.69		PAYROLL CHARGES	
	01/11/18	22-4					1,807.69		PAYROLL CHARGES	
	01/25/18	22-4					1,807.69		PAYROLL CHARGES	
	02/08/18	22-5					1,807.69		PAYROLL CHARGES	
	02/22/18	22-5					1,807.69		PAYROLL CHARGES	
	03/08/18	22-6					1,807.69		PAYROLL CHARGES	
	03/22/18	22-6					1,807.69		PAYROLL CHARGES	
	04/05/18	22-7					1,807.69		PAYROLL CHARGES	
	04/19/18	22-7					1,807.69		PAYROLL CHARGES	
	05/03/18	22-8					1,807.69		PAYROLL CHARGES	
	05/17/18	22-8					1,807.69		PAYROLL CHARGES	
	06/01/18	22-8					1,807.69		PAYROLL CHARGES	
	06/14/18	22-9					1,807.69		PAYROLL CHARGES	
	06/28/18	22-9					1,807.69		PAYROLL CHARGES	
	07/12/18	22-10					1,807.69		PAYROLL CHARGES	
	07/26/18	22-10					1,807.69		PAYROLL CHARGES	
	08/09/18	22-11					1,807.69		PAYROLL CHARGES	
	08/23/18	22-11					1,807.69		PAYROLL CHARGES	
	09/07/18	22-12					1,807.69		PAYROLL CHARGES	
	09/20/18	22-12					1,807.69		PAYROLL CHARGES	
	10/05/18	22-13					1,807.69		PAYROLL CHARGES	
	10/09/18	19-13		20181655			-361.00		REVERSE P/R ACCRUAL	
TOTAL				REGULAR SALARIES		48,226.00	47,105.51	.00		1,120.49

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

CLAY COUNTY FLORIDA
 DATE: 05/09/2019
 TIME: 12:01:36

CLAY COUNTY BOCC FY 2019
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 3
 AUDIT21

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601'
 ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION,ACCOUNT

TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION

PAGE BREAKS ON: DEPARTMENT

FUND - 001 - GENERAL FUND
 DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
522000				RETIREMENT CONTRIBUTIONS	(cont'd)					
522000				RETIREMENT CONTRIBUTIONS		.00	.00	.00	BEGINNING BALANCE	
	10/04/17	11-1				3,850.00			POSTED FROM BUDGET SYSTEM	
	10/10/17	19-1		20180030			26.00		P/R ACCRUAL FY 17	
	10/10/17	19-1		20180028			-26.00		P/R ACCRUAL FY17	
	10/10/17	19-1		20180029			26.00		REVERSAL OF JE20180028	
	10/20/17	22-1					187.34		PAYROLL CHARGES-FRINGE	
	11/02/17	22-2					127.94		PAYROLL CHARGES-FRINGE	
	11/16/17	22-2					127.94		PAYROLL CHARGES-FRINGE	
	12/01/17	22-2					127.94		PAYROLL CHARGES-FRINGE	
	12/14/17	22-3					158.40		PAYROLL CHARGES-FRINGE	
	12/28/17	22-3					143.17		PAYROLL CHARGES-FRINGE	
	01/11/18	22-4					143.17		PAYROLL CHARGES-FRINGE	
	01/25/18	22-4					143.17		PAYROLL CHARGES-FRINGE	
	02/08/18	22-5					143.17		PAYROLL CHARGES-FRINGE	
	02/22/18	22-5					143.17		PAYROLL CHARGES-FRINGE	
	03/08/18	22-6					143.17		PAYROLL CHARGES-FRINGE	
	03/22/18	22-6					143.17		PAYROLL CHARGES-FRINGE	
	04/05/18	22-7					143.17		PAYROLL CHARGES-FRINGE	
	04/19/18	22-7					143.17		PAYROLL CHARGES-FRINGE	
	05/03/18	22-8					143.17		PAYROLL CHARGES-FRINGE	
	05/17/18	22-8					143.17		PAYROLL CHARGES-FRINGE	
	06/01/18	22-8					143.17		PAYROLL CHARGES-FRINGE	
	06/14/18	22-9					143.17		PAYROLL CHARGES-FRINGE	
	06/28/18	22-9					149.32		PAYROLL CHARGES-FRINGE	
	07/12/18	22-10					149.32		PAYROLL CHARGES-FRINGE	
	07/26/18	22-10					149.32		PAYROLL CHARGES-FRINGE	
	08/09/18	22-11					149.32		PAYROLL CHARGES-FRINGE	
	08/23/18	22-11					149.32		PAYROLL CHARGES-FRINGE	
	09/07/18	22-12					149.32		PAYROLL CHARGES-FRINGE	
	09/20/18	22-12					149.32		PAYROLL CHARGES-FRINGE	
	10/05/18	22-13					149.32		PAYROLL CHARGES-FRINGE	
	10/09/18	19-13		20181655			-30.00		REVERSE P/R ACCRUAL	
TOTAL				RETIREMENT CONTRIBUTIONS		3,850.00	3,781.33	.00		68.67
523000				HEALTH INSURANCE		.00	.00	.00	BEGINNING BALANCE	
	10/04/17	11-1				17,828.00			POSTED FROM BUDGET SYSTEM	
	11/02/17	22-2					37.50		PAYROLL CHARGES	
	11/03/17	19-2		20180131			37.50		OPT OUT PPE 10/17/17	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

CLAY COUNTY FLORIDA
 DATE: 05/09/2019
 TIME: 12:01:36

CLAY COUNTY BOCC FY 2019
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 5
 AUDIT21

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601'
 ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION,ACCOUNT

TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION

PAGE BREAKS ON: DEPARTMENT

FUND - 001 - GENERAL FUND
 DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
523100		LIFE INSURANCE	(cont'd)						
03/22/18	22-6					2.16		PAYROLL CHARGES-FRINGE	
04/05/18	22-7					2.16		PAYROLL CHARGES-FRINGE	
04/19/18	22-7					2.16		PAYROLL CHARGES-FRINGE	
05/03/18	22-8					2.16		PAYROLL CHARGES-FRINGE	
05/17/18	22-8					2.16		PAYROLL CHARGES-FRINGE	
06/01/18	22-8					2.16		PAYROLL CHARGES-FRINGE	
06/14/18	22-9					2.16		PAYROLL CHARGES-FRINGE	
06/28/18	22-9					2.16		PAYROLL CHARGES-FRINGE	
07/12/18	22-10					2.16		PAYROLL CHARGES-FRINGE	
08/09/18	22-11					2.16		PAYROLL CHARGES-FRINGE	
08/23/18	22-11					2.16		PAYROLL CHARGES-FRINGE	
09/07/18	22-12					2.16		PAYROLL CHARGES-FRINGE	
09/20/18	22-12					2.16		PAYROLL CHARGES-FRINGE	
10/05/18	22-13					2.16		PAYROLL CHARGES-FRINGE	
TOTAL		LIFE INSURANCE			52.00	51.84	.00		.16
523200		DENTAL INSURANCE			.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				194.00			POSTED FROM BUDGET SYSTEM	
10/20/17	22-1					7.52		PAYROLL CHARGES-FRINGE	
11/02/17	22-2					7.52		PAYROLL CHARGES-FRINGE	
11/16/17	22-2					7.52		PAYROLL CHARGES-FRINGE	
12/01/17	22-2					7.52		PAYROLL CHARGES-FRINGE	
12/14/17	22-3					7.52		PAYROLL CHARGES-FRINGE	
12/28/17	22-3					7.97		PAYROLL CHARGES-FRINGE	
01/11/18	22-4					7.97		PAYROLL CHARGES-FRINGE	
02/08/18	22-5					7.97		PAYROLL CHARGES-FRINGE	
02/22/18	22-5					7.97		PAYROLL CHARGES-FRINGE	
03/08/18	22-6					7.97		PAYROLL CHARGES-FRINGE	
03/22/18	22-6					7.97		PAYROLL CHARGES-FRINGE	
04/05/18	22-7					7.97		PAYROLL CHARGES-FRINGE	
04/19/18	22-7					7.97		PAYROLL CHARGES-FRINGE	
05/03/18	22-8					7.97		PAYROLL CHARGES-FRINGE	
05/17/18	22-8					7.97		PAYROLL CHARGES-FRINGE	
06/01/18	22-8					7.97		PAYROLL CHARGES-FRINGE	
06/14/18	22-9					7.97		PAYROLL CHARGES-FRINGE	
06/28/18	22-9					7.97		PAYROLL CHARGES-FRINGE	
07/12/18	22-10					7.97		PAYROLL CHARGES-FRINGE	
08/09/18	22-11					7.97		PAYROLL CHARGES-FRINGE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

CLAY COUNTY FLORIDA
 DATE: 05/09/2019
 TIME: 12:01:36

CLAY COUNTY BOCC FY 2019
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 7
 AUDIT21

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601'
 ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION,ACCOUNT

TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION

PAGE BREAKS ON: DEPARTMENT

FUND - 001 - GENERAL FUND
 DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
541100	TELEPHONE/COMMUNICATIONS (cont'd)									
	08/03/18	21-11		324337	904949 AT&T MOBILITY NA		53.84	.00	ATT CELL PHONES	
	09/07/18	21-12		325225	904949 AT&T MOBILITY NA		53.84	.00		
	10/17/18	25-13		180281		108.00			FROM OFFICE SUPPLIES	
	10/18/18	21-13		326584	904949 AT&T MOBILITY NA		53.84	.00	WIRELESS CHARGES	
TOTAL	TELEPHONE/COMMUNICATIONS					708.00	638.97	.00		69.03
541200	POSTAGE AND FREIGHT									
	10/04/17	11-1				.00	.00	.00	BEGINNING BALANCE	
	11/03/17	19-2		20180134		700.00			POSTED FROM BUDGET SYSTEM	
	11/21/17	25-2		180039		-300.00	4.29		POSTAGE EXP OCT 1-27/17	
	12/05/17	19-3		20180266			20.32		TO TELECOMMUNICATIONS	
	01/04/18	19-4		20180406			33.48		DIST POSTAGE EXP EACH DEP	
	01/16/18	19-4		20180459			9.21		POSTAGE 12/1-12/31/17	
	02/07/18	19-5		20180584			1.41		POST EXP 1/1-11/18	
	02/21/18	19-5		20180644			2.35		DISTRIBUTE EXP 1-12-2-18	
	03/07/18	19-6		20180708			12.84		DIST POSTAGE EXPENSE	
	04/03/18	19-7		20180852			4.50		POSTAGE EXP 2/16-3/5/18	
	04/17/18	19-7		20180916			15.79		DIST POSTAGE 3/19-1/18	
	05/01/18	19-7		20180976			9.78		DIST POSTAGE EACH DEPT	
	05/17/18	19-8		20181051			10.21		DISTRIB POST 4/16-29/18	
	06/06/18	19-9		20181135			32.23		DIST POSTAGE 4/30-5-13/18	
	06/20/18	19-9		20181186			4.70		VET SVC	
	07/03/18	19-10		20181242			10.67		VET SVC	
	07/18/18	19-10		20181307			6.58		VET SVC	
	08/08/18	19-11		20181388			31.25		VET SVC	
	08/24/18	19-11		20181472			19.47		VET SVC	
	09/06/18	19-12		20181525			15.03		VET SVC	
	09/21/18	19-12		20181590			5.17		VET SVC	
	10/04/18	19-13		20181646			48.63		DIST POST EXP 9/17-30/18	
TOTAL	POSTAGE AND FREIGHT					400.00	297.91	.00		102.09
543000	UTILITY SERVICES									
	10/04/17	11-1				.00	.00	.00	BEGINNING BALANCE	
TOTAL	UTILITY SERVICES					.00	.00	.00	POSTED FROM BUDGET SYSTEM	.00
546100	REPAIRS AND MAINTENANCE									
						.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

CLAY COUNTY FLORIDA
 DATE: 05/09/2019
 TIME: 12:01:36

CLAY COUNTY BOCC FY 2019
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 9
 AUDIT21

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601'
 ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION,ACCOUNT

TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION

PAGE BREAKS ON: DEPARTMENT

FUND - 001 - GENERAL FUND
 DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
548200			VETERANS DAY EVENT	(cont'd)						
	02/15/18	19-5		20180625			-50.00		HUNTER DOUGLAS/VA VENDOR	
	02/23/18	19-5		20180655			-50.00		CAMP CHOW/VA	
	02/23/18	19-5		20180655			-3,000.00		CAMP CHOW/VA	
	02/23/18	19-5		20180655			-250.00		CAMP CHOW/VA	
	03/02/18	19-6		20180702			-50.00		CHOW, VA, COPIES, RECORD	
	03/07/18	19-6		20180721			-50.00		VA DAY	
	03/07/18	19-6		20180721			-50.00		VA DAY	
	03/07/18	19-6		20180721			-3,000.00		VA DAY	
	03/07/18	19-6		20180721			-300.00		VA DAY	
	03/09/18	19-6		20180742			-2,000.00		CHOW, VA, RENT, REC FEE	
	03/12/18	19-6		20180750			-250.00		CAMP CHOW & VA	
	03/12/18	19-6		20180750			-50.00		CAMP CHOW & VA	
	03/15/18	19-6		20180766			-100.00		CAMP CHOW/VA	
	03/15/18	19-6		20180766			-100.00		CAMP CHOW/VA	
	03/15/18	17-6	20182085-01		905376 TRUGREEN			475.00	INSECT AND LAWN TREATMENT	
	03/15/18	17-6	20182086-01		905949 SPEEDPRO IMAGING			465.57	RETRACTABLE BANNER STANDS	
	03/21/18	17-6	20182138-01		904732 CLAY TODAY/CLAY			270.00	ADVERTISEMENT FOR MONTHLY	
	03/23/18	19-6		20180808			-100.00		CHOW, VA, & RETIREE	
	03/23/18	17-6	20182184-01		906267 FL TIMES UNION M			1,180.00	ADVERTISEMENT ON BASE 2 W	
	03/26/18	19-6		20180809			-50.00		CHOW, VA, RENTALS	
	03/26/18	19-6		20180809			-250.00		CHOW, VA, RENTALS	
	03/27/18	19-6		20180821			-500.00		CHOW,VA,RENT,CC JURY DUTY	
	03/28/18	17-6	20182221-01		906265 GOLF CAR SERVICE			200.00	4 GOLF CARTS FOR THE 2ND	
	03/28/18	17-6	20182222-01		905832 EVANS MEDIA SOUR			3,500.00	ENTERTAINMENT AND ASSISTA	
	03/28/18	17-6	20182223-01		906232 SPACE WALK OF JA			1,065.00	KIDS ZONE ITEMS FOR 2 ANN	
	03/28/18	17-6	20182224-01		906273 GEORGE L ASPINAL			600.00	PERFORMANCE DURING THE 2N	
	03/29/18	17-6	20182237-01		905949 SPEEDPRO IMAGING			1,311.97	BANNERS & SIGNS AND RETRA	
	04/02/18	17-6	20182258-01		100501 BRADFORD COUNTY			500.00	ADVERTISEMENT FOR 2ND ANN	
	04/03/18	21-7	20182085-01	320888	905376 TRUGREEN		75.00		INSECT AND LAWN TREATMENT	
	04/03/18	21-7	20182085-01	320888	905376 TRUGREEN		175.00		INSECT AND LAWN TREATMENT	
	04/03/18	21-7	20182086-01	320920	905949 SPEEDPRO IMAGING		465.57		RETRACTABLE BANNER STANDS	
	04/03/18	21-7	20182138-01	320861	904732 CLAY TODAY/CLAY		270.00		ADVERTISEMENT FOR MONTHLY	
	04/03/18	21-7	20182221-01	320947	906265 GOLF CAR SERVICE		200.00		4 GOLF CARTS FOR THE 2ND	
	04/03/18	21-7	20182222-01	320916	905832 EVANS MEDIA SOUR		3,500.00		ENTERTAINMENT AND ASSISTA	
	04/03/18	21-7	20182223-01	320944	906232 SPACE WALK OF JA		1,065.00		KIDS ZONE ITEMS FOR 2 ANN	
	04/03/18	21-7	20182224-01	320950	906273 GEORGE L ASPINAL		600.00		PERFORMANCE DURING THE 2N	
	04/04/18	19-7		20180856			-100.00		RENTALS/VA	
	04/04/18	19-7		20180856			-500.00		RENTALS/VA	
	04/04/18	17-7	20182282-01		905850 THE MORGAN COMPA			1,420.20	EVENT TOTE BAGS (1000) FO	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Estimated Budget for 3rd Annual Veterans Appreciation Day Event:		
Revenue:		Total
County Promotional Budget	5,000.00	
County Budget plus reserves	16,068.00	
Sponsorship Funds	5,055.00	
Committed sponsor/donations (not received)	8,000.00	
TOTAL REVENUES		34,123.00
Expenses (estimates)		
Rental Fee	4,500.00	
Kid Zone	3,500.00	
Entertainment	4,500.00	
Marketing & Advertisement	5,000.00	
Portable Toilets	6,000.00	
Parade of Flags	150.00	
Sight and Sound (tents & sound system)	6,500.00	
Signage/Printed material (estimate)	1,000.00	
Golf Carts	250.00	
Dumpster	300.00	
Security	500.00	
		32,200.00
Current Net Income/Loss:		
Revenues	34,123.00	
Expenses	32,200.00	
Adjusted Account Balance	1,923.00	

Advertising/Marketing Plan:

Florida Times-Union

Clay Today

Bradford Telegraph

Starke Journal

Palatka Daily News

Neighbor to Neighbor

Action News Jax

First Coast News

WOKV Radio

WAY Radio in Green Cove Springs

Officials from the Cecil Field POW/MIA Memorial

Jaxairnews

Mayport

The Public Affairs officer at NAS Jacksonville

The Public Affairs officer at Camp Blanding and the Florida National Guard

Vietnam Veterans of America Florida State Council

Patriot Reader (based in St. Johns County)

Vets4Vets (based in Duval County)

VVA Florida State Council

St. Johns Veterans Council

Surrounding VSO offices (Baker, Bradford, Dual, Nassau, Putnam, St. Johns)

Surrounding Counties Local Paper (Baker, Bradford, Dual, Nassau, Putnam, St. Johns)

Social Media Outlets

Local Events

Local Meetings

Local Partners

From: [Kimberly Morgan](#)
To: [Samantha Radomski](#)
Subject: FW: Clay County, FL: 2018/19 TDC Grant Application
Date: Monday, May 20, 2019 8:54:14 AM

Ham Jam 2019 Application I re-entered for compliance purposes.

Kimberly Morgan
Director of Tourism & Film Development
Clay County Board of County Commissioners
P.O. Box 1366
477 Houston Street
Green Cove Springs, Florida 32043
Phone: 904-278-3734
Cell: 904-295-5802
www.exploreclay.com
kimberly.morgan@claycountygov.com

From: webform@claycountygov.com [mailto:webform@claycountygov.com]
Sent: Friday, May 17, 2019 4:44 PM
To: Kimberly Morgan <Kimberly.Morgan@claycountygov.com>
Subject: Clay County, FL: 2018/19 TDC Grant Application

A new entry to a form/survey has been submitted.

Form Name: 2018/19 Clay County TDC Grant Application
Date & Time: 05/17/2019 4:44 PM
Response #: 19
Submitter ID: 20178
IP address: 12.199.59.138
Time to complete: 39 min. , 58 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2018/19

(October 1, 2018 through September 30, 2019)

1. General Organization Information

Name of Organization Frist Coast Ham Jam
Event Name Ham Jam

Address 739 Duart Drive
City Orange Park
State Florida
Postal Code 32073
Phone (904) 276-4746
Website firstcoasthamjam.com
Contact Name Ronnie Munsey
Contact Email Address munsey69@att.net
Contact Phone (904) 838-5530
Contact Cell Phone (904) 838-5530

2. Requesting Organization's Net Reported Assets in 2017

Upload Document

3. Event Information

Event Name First Coast Ham Jam
Date(s) of Event 10/17/19
Time(s) of Event 10:00 am
Location of Event County Fairgrounds
Website www.firstcoasthamjam.com
Projected Number of Event Attendees 25000
Local (Clay County) Attendees 16000
Out-of-Town Attendees 9000
Projected Number of Vendors 100
Projected Number of Hotel Room Nights 300
TDC Event Marketing Grant Request \$15,000

What method was used to determine your projected numbers for this event?

Historical data of previous Ham Jam events.

4. Event History

Date of Past Event 11/07/2007
Location of Past Event Reynolds Park
Number of Attendees 2000
Number of Vendors 90
Estimated Economic Impact \$2,500,000
How did you estimate the economic impact?
Clay County Chamber of Commerce
Hotel Room Nights Generated by this Event 300
How many years has the event existed? 20

What method was used to capture the number of attendees?

Ticket sales

What method was used to capture the number of vendors?

Applications and rental fees from each vendor

What method was used to capture the number of hotel room nights?

In 2007, we didn't have the method of tracking hotels rooms, the hotels corresponded with Ham Jam verbally. However, promotional codes are available now and that is what we will be using to track rooms.

Of the number of attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)? 8850

5. 2018/19 Event Information

Share 3 Event Objectives (Must be SMART- Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

submitted separately

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2018/19 Event Funding

Event Budget (both revenue and expenditures) HamJam 2019.pdf

Sponsorship Plan/Commitments HamJam 2019.pdf

What alternative source of funding will you seek if your request is not eligible for funding?
sponsorships

7. 2018/19 Event Marketing Plan

Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc. HamJam 2019.pdf

[Visitor Survey](#)

Thank you,
Clay County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

2019 Ham Jam

Event Marketing Plan

Advertising

Television

Channel 4	50-15 sec spots
Channel 12	50-15 sec spots

Radio

WQIK	200-30 sec spots
WSOS	200-30 sec spots
WYKB	200-30 sec spots

Written Advertisement

Billboards	6 total @ 20'x30'
Flyers	3000 total @ 8 1/2" x 11"
Posters	100 Total @ 30" x 20"

2019 Ham Jam

Projected Revenue:

Sponsorship	\$	50,000.00
Vendors	\$	15,000.00
Ticket Sales	\$	500,000.00
Bev Sales	\$	25,000.00
	\$	<u>585,000.00</u>

Projected Expenses:

Entertainment:

Easton Corbin	\$	40,000.00
Mark Chestnut	\$	20,000.00
Brett Meyers	\$	7,500.00
Entertainer Exp	\$	5,000.00
Lights, Sound & Stage	\$	15,000.00
Security	\$	35,000.00
Boy Scouts (Parking, Trash)	\$	5,000.00
Advertisement:	\$	25,000.00
Radio	\$	15,000.00
Television	\$	3,000.00
Billboards	\$	5,000.00
Adv. Admin. Supplies	\$	2,000.00
Catering	\$	7,500.00
C.O.G.S. (Beverages)	\$	5,000.00
C.O.G.S. (other)	\$	1,500.00
Lease	\$	5,500.00
Utilities	\$	4,500.00
Insurance	\$	3,000.00
Misc Supplies	\$	1,000.00
	\$	<u>205,500.00</u>

Sponsorship Commitments

First Coast Ham Jam

Sponsorship Sample package

Ham Jam Sponsorship Target List

Fields Cadillac

Hanaina Auto Group

Rick Baker R/V

Quality Mobile Homes

Metro PCS

Champion Brands

ST Vincents

OP Medical Center

WQIK Radio

Coca Cola

Ronnies Wings

Reynolds Park

Go Minis

Sam's Club

Clay County Transmission

Holiday Inn

Simply Architectural

Winn Dixie

Unicorn Web

Budweiser

State Farm Ins.

Safe Touch Security

Southern Enclosers

United Health

Clay Electric

North Florida Well Drilling

Orange Park Florist

Orange Park Furniture

Vallancourt Const.

Prestige Builders

Carlton Const.

Vystar Credit Union

Farm Credit

Kileys Tire

Clay county Tire

Miller Electric

Pats Nursery

Community First Bank

W W Gay

Sun Pass Florida

Custom Graphics

John Deer

Outhouse Portables

AA propane

Thrasher Horn Center

Partridge Well Drilling

Burkhardt Sales

Zachs Mowers

**DuVal Fields CPA Group, PA
428 Walnut Street
Green Cove Springs, FL 32043
(904) 269-1069
info@duvalfields.com**

March 15, 2019

HAM JAM CHARITIES, INC.
739 DUART DRIVE
ORANGE PARK, FL 32073

Dear Client,

Enclosed is the 2017 U.S. Form 990-N, Electronic Notice for Tax-Exempt Organization not Required to File Form 990 or 990-EZ, for HAM JAM CHARITIES, INC. for the tax year ending October 31, 2018.

Your 2017 U.S. Form 990-N, Electronic Notice for Tax-Exempt Organization not Required to File Form 990 or 990-EZ, return will be electronically filed.

We very much appreciate the opportunity to serve you. If you have any questions regarding this return, please do not hesitate to call.

Sincerely,

Stephen J. DuVal, CPA, MBA, CVA, CBM

Electronic Notice (e-Postcard) for Tax-Exempt Organization Not Required to File Form 990 or 990-EZ

For Electronic Filing Only DO NOT MAIL -- e-POSTCARD WILL BE SENT FOR YOU

Small tax-exempt organization with gross receipts of \$50,000 or less is required to use this form per enactment of the Pension Protection Act of 2006 (PPA)

For calendar year 2017, or tax year beginning Nov 1, 2017, ending Oct 31, 2018

Part I - Identifying Information

Name of Organization HAM JAM CHARITIES, INC.
Address 739 DUART DRIVE
Room/Suite
City ORANGE PARK
State FL
ZIP Code 32073
Employer Identification Number 54-2080372

Part II - Required Information

- A [X] Check this box to verify that organization's annual receipts are normally \$50,000 or less
B Other Names Organization is Doing Business As
C Website:
D Principal Officer of the Organization RONNIE MUNSEY
E [] Check this box if organization is going out of business

Form 990-N, also known as the e-Postcard, must be filed electronically with the Internal Revenue Service. There will be no paper form accepted by the Internal Revenue Service.

Do Not mail this form to the Internal Revenue Service.



Ham Jam



FLORIDA'S OFFICIAL BBQ COOKING CONTEST

**Ham Jam Charities Inc.
739 Duart Dr.
Orange Park FL, 32073**

We are proud to announce that the First Coast Ham Jam Festival will be at our new home in beautiful Green Cove Springs, at the Clay county Fair Grounds on October 17th, 18th, 19th, and 20th, 2019. We thank Kimberly Morgan and The Board of County Commissioners for making it happen.

We are also proud to announce that the cooking contest rules will still apply with some modifications. This year we are offering four categories, pork shoulder or Boston Butt, {either or}, Pork, Ribs, Brisket and Chicken. Cook teams must enter all four categories to be eligible for the grand championship. We are expecting teams from all over the southeast to compete for trophies and prize money in Florida's Official BBQ Cooking contest.

This year we will triple the vendors and exhibits, and Ham Jam coordinators are working to make this the best event ever.

With over 40,000 expected to attend this year it will be overwhelming.

As always, all charities and non-profit organizations are welcome to come in and participate at no charge.

What an excellent marketing opportunity for sponsors.

- 1 Making a presence in the community.**
- 2 Region wide product exposure.**
- 3 Multi-audience focus.**
- 4 Name association with a well established family event.**
- 5 Unlimited promotional opportunities.**
- 6 Customer relation's opportunities.**
- 7 Continuous expansion and improvement.**

Visit our web Site at firstcoasthamjam.com

We look forward to seeing you at the 2019 First Coast Ham Jam.



Ham Jam



FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Hanania Auto Group

From: Ronnie Munsey

Subject: Sponsor and advertising Package's for The First Coast Ham Jam Festival.

October 17th, 18th, 19th, and 20th, 2019.

As A Sponsor of The First Coast Ham Jam Festival your company will receive the following.

- ◆ **Exclusivity for 2020.**
- ◆ **First right of refusal for 2020.**
- ◆ **1 03'x 25' Banner above the stage.**
- ◆ **Banner Rights and live PA announcements on site throughout the events.**
- ◆ **MENTIONS IN All Advertising on radio stations WQIK 99.1, and WYKB FM Jax Country 105.3 three weeks prior to the event.**
- ◆ **Logo on Six Billboards throughout Duval, Clay, and St John's Counties.**
- ◆ **Headlining on The Sponsor Board.**
- ◆ **Headlining in all newspaper print.**
- ◆ **20 General Admission Tickets ALL FOUR DAYS**
- ◆ **4 'Meet & Greet' passes for each concert.**
- ◆ **On site display.**
- ◆ **10 Parking Passes for each day.**
- ◆ **Admission for 10 guest to the VIP party friday October 18th, Dinner and cocktails included.**

Total Value: \$50,000.00

Total Investment: \$25,000.00

Approved by: _____

Ham Jam Coordinator: _____



Ham Jam



FLORIDA'S OFFICIAL BBQ COOKING CONTEST

Ham Jam's, Twenty First Anniversary

To: Our Valued Sponsor

From: Ronnie Munsey

Subject: Sponsorship and Advertising Package for the Twenty First annual First Coast Ham Jam Festival, October 17th, 18th, 19th, and 20th 2019.

As a sponsor your company will receive the following:

- ◆ **Banner Rights and live PA announcements on site throughout the event.{4 days} (Sponsor provides banner)**
- ◆ **2 Two VIP Invitations Includes, two cocktails per person and Dinner with VIP seating for the concert Friday October 18th entertainment TBA.**

Total Value:	\$1,500.00
Total Investment:	\$500.00

Approved by: _____

Ham Jam Coordinator: _____



Ham Jam



FLORIDA'S OFFICIAL BBQ COOKING CONTEST HAM JAM'S TWENTY FIRST ANNIVERSARY

TO: OUR VALUED SPONSOR

FROM: TRESA CALFEE

SUBJECT: SPONSORSHIP AND ADVERTISING PACKAGE FOR THE FIRST COAST HAM JAM FESTIVAL OCTOBER 17TH, 18TH, 19TH, AND 20TH, 2019

AS A SPONSOR YOUR COMPANY WILL RECEIVE THE FOLLOWING

- BANNER RIGHTS AND LIVE PA ANNOUNCEMENTS THROUGH OUT THE FOUR DAY FESTIVAL SPONSOR PROVIDES BANNER
- TWO VIP INVITATIONS INCLUDES, TWO COCKTAILS PER PERSON AND DINNER, WITH VIP SEATING FOR THE CONCERT FRIDAY OCTOBER 18TH, ENTERTAINMENT TBA.
- FOUR GENERAL ADMISSION TICKETS INCLUDES RIDES AND CONCERT.
- TWO VIP PARKING PASSES

TOTAL VALUE: \$ 2000.00

TOTAL INVESTMENT \$1000.00



Ham Jam



FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our valued sponsor

From: Ronnie Munsey

Subject: sponsorship and advertising package for the Twenty First annual First Coast Ham Jam October 17th, 18th, 19th, and 20th, 2019.

As a Sponsor of the First Coast Ham Jam Festival your company will receive the following:

- ◆ **Banner Rights and live PA announcements on site throughout the 4 day event. (Sponsor provides banners)**
- ◆ **Inclusion on sponsor board**
- ◆ **Two VIP Invitations includes, two cocktails per person and dinner with VIP seating for the concert Friday October 18th entertainment TBA.**
- ◆ **Four General Admission Tickets.**
- ◆ **On site display (booth).**

Total Value:	\$3,500.00
Total Investment:	\$2,000.00

Approved by: _____

Ham Jam Coordinator: _____



Ham Jam



FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our Valued Sponsor

From: Ronnie Munsey

Subject: Sponsorship and Advertising Package for the Twenty First Annual First Coast Ham Jam Festival: October 17th, 18th, 19th, and 20th, 2019.

As a sponsor of The First Coast Ham Jam Festival your company will receive the following:

- ◆ **Banner Rights and live PA announcements on site throughout the event. (Sponsor provides banners)**
- ◆ **Mentions on Radio stations WQIK, and WYKB – FM.**
- ◆ **Inclusion on The Sponsor Board.**
- ◆ **Inclusion in all newspaper print. Includes Logo**
- ◆ **4 General Admission Tickets with VIP seating for the concert Friday October 18th Entertainment TBA**
- ◆ **On site display (booth).**
- ◆ **2 VIP Parking Passes**
- ◆ **Admission for 4 guest at the VIP party Friday October 18th,**

Total Value:	\$6,000.00
Total Investment	\$2,500.00

Approved by: _____

Ham Jam Coordinator: _____



Ham Jam



FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our valued sponsor

From: Ronnie Munsey

Subject: Sponsorship and Advertising Package for the Twenty-first Annual First Coast Ham Jam Festival October 17th, 18th, 19th, and 20th, 2019.

As a sponsor of The First Coast Ham Jam Festival your company will receive the following.

- ◆ **Exclusivity for 2019**
- ◆ **Banner Rights and live PA announcements on site throughout the event**
- ◆ **Mentions on radio stations WQIK 99.1, WYKB – FM JAX Country 105.3 two weeks prior.**
- ◆ **Inclusion on the Sponsor Board.**
- ◆ **Inclusion in all newspaper print. Includes logo**
- ◆ **10 General Admission Tickets. Friday and Saturday Oct.18th, and 19th,**
- ◆ **On site display (booth).**
- ◆ **Two 'meet & Greet passes each day entertainers TBA.**
- ◆ **4 VIP parking passes.**
- ◆ **Admission for 4 guests at the VIP party Friday October 18th, 2019.**

Total Value: \$20,000.00

Total Investment \$5,000.00

Approved by: _____

Ham Jam Coordinator: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/17/2019

FROM: Courtney K. Grimm

SUBJECT:

Approval of the Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M)

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

- ▯ [Property Appraiser Agt Stormwater MSBU 2019 Public](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/17/2019 - 4:19 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 4:23 PM	

**INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF PROPERTY APPRAISER
(STORMWATER MAINTENANCE MSBU)**

This Interlocal Agreement for Reimbursement of Property Appraiser (the “Agreement”) is made and entered into as of _____, 2019, by Clay County, a political subdivision of the State of Florida (the “County”), and Roger A. Suggs, in his official capacity as Property Appraiser of Clay County, Florida (the “Property Appraiser”).

Now therefore, in consideration of the mutual promises, covenants, representations, and agreements contained herein, together with the ten dollars (\$10.00) and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, and their successors as follows:

ARTICLE I

Section 1.01. Findings, Recitals and Acknowledgments. It is hereby ascertained, determined and declared by the County that:

(a) the County is authorized to impose non-ad valorem assessments and by appropriate resolution has expressed its intent to use the uniform method of levy, collection and enforcement of non-ad valorem assessments as provided in Section 197.3632, Florida Statutes, under which assessments are included on an assessment roll and certified, in a compatible electronic medium tied to the property identification number, by the County to the Tax Collector for merging with the ad valorem tax roll, for collection by utilizing the tax notice provisions described in Section 197.3635, Florida Statutes, and for sale of tax certificates and tax deeds under the non-payment provisions of the ad valorem tax laws (the “Uniform Method”);

(b) the Uniform Method, with its enforcement provisions including the use of tax sale certificates and tax deeds to collect delinquent annual payments, is less expensive and more equitable to the delinquent landowner than the traditional lien and foreclosure methodology;

(c) the Uniform Method will provide for more efficient collection by virtue of the assessment being on the tax notice issued by the Tax Collector and will produce positive economic benefits to the affected landowners and the County;

(d) the Uniform Method will promote local government accountability;

(e) this Agreement is intended to conform with the requirements of Section 197.3632, Florida Statutes, that the County and the Property Appraiser enter into a written agreement providing for reimbursement of necessary administrative and actual costs incurred as a result of the use of the Uniform Method, such administrative and actual costs including, but not being limited to those costs associated with personnel, forms, supplies, data processing, computer equipment and programming;

(f) the duties of the Property Appraiser under Section 197.3632, Florida Statutes, are ministerial; and,

(g) this Agreement is entered into in order to allow for the use of the Uniform Method relative to non-ad valorem assessments to be imposed and levied by the County for stormwater maintenance within the unincorporated area of Clay County, said area being more particularly described in Resolution No. 18/19-20 adopted by the Board of County Commissioners of the County on December 11, 2018.

Section 1.02. Incorporation. The findings, recitals and acknowledgments contained herein are true, correct and incorporated into this Agreement.

ARTICLE II

Section 2.01. Purpose. The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute.

ARTICLE III

Section 3.01. Compliance With Laws and Regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinance promulgated by the County, not inconsistent with, nor contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any applicable rules, including Rule 12D-18, Florida Administrative Code, duly promulgated by the Florida Department of Revenue.

ARTICLE IV

Section 4.01. Duties and Responsibilities of the County. The County shall:

- (a) be solely responsible for imposing and levying valid non-ad valorem assessments;
- (b) reimburse the Property Appraiser for the necessary administrative costs incurred by the Property Appraiser in performing his duties under this Agreement. Said costs are more particularly provided for in Rule 12D-18.004(2), Florida Administrative Code, and Section 197.3632, Florida Statutes.
- (c) to the extent not prohibited by law, hold the Property Appraiser harmless from any liability he may incur arising out of any court action brought against him by any third party challenging the validity of the non-ad valorem assessments levied by the County, including but not limited to attorneys fees and costs incurred by the Property Appraiser in the defense thereof;

provided, the Property Appraiser must first notify the County Attorney promptly upon receipt of a summons and complaint or any other process served on him in said action, simultaneously providing a copy thereof to the County Attorney, and the County reserves the right to provide competent counsel at its expense to represent the Property Appraiser in such action, and to directly pay all reasonable costs and expenses associated therewith. If the County exercises such right and performs in accordance therewith, the Property Appraiser may nevertheless retain his own counsel to represent him in the action, but all expenses associated therewith, including fees and costs, shall be borne solely by him, and the hold harmless provisions hereof for any liability and for such fees and costs shall not apply. Moreover, the hold harmless provisions hereof shall not apply in the event either (1) the Property Appraiser does not reasonably cooperate with and assist the County in defending the suit challenging the validity of the assessment, or (2) the Property Appraiser brings an action directly against the County pertaining to the assessment.

(d) make all reimbursement or payment to the Property Appraiser hereunder in accordance with the Florida Prompt Payment Act, Chapter 278, Part VII, Florida Statutes, or its successor in function.

(e) designate and authorize a person, other than the Property Appraiser, to receive and process any request for changes, modifications or corrections to the subject non-ad valorem assessment roll, and if necessary, file with the Property Appraiser an appropriate certificate of correction.

Section 4.02. Duties and Responsibilities of the Property Appraiser. The Property Appraiser shall:

(a) annually by June 1 provide to the County at least the following information by compatible electronic medium: (1) the legal description of the property affected by the levy, (2) the names and addresses of the owners of such property, (3) the property identification number of each parcel in a manner that conforms to the format of the ad valorem tax roll submitted to the Department of Revenue.

(b) although the Property Appraiser is not required by law to submit information other than items (1), (2), and (3) in paragraph (a) of this Section, furnish to the County other information as is found on the ad valorem roll submitted to the Department of Revenue as requested by the County 60 days prior to each June 1; and,

(c) provide to the County a written itemized statement of any necessary administrative costs incurred by the Property Appraiser for which reimbursement is sought, and allow the County to audit back up material supporting the same; provided, the Property Appraiser in his discretion may elect not to seek reimbursement for any of the duties provided herein.

ARTICLE V

Section 5.01. Term. The term of this Agreement shall commence upon the date first above written and shall run through the end of the collection period for the non-ad valorem assessments levied for the upcoming fiscal year. This Agreement shall be automatically renewed thereafter, for successive one year periods, to run through the end of each collection period for assessments imposed in subsequent years. However, the County shall inform the Property Appraiser and the Tax Collector and the Florida Department of Revenue by January 10 in any calendar year the County intends to discontinue using the Uniform Method of collecting the non-ad valorem assessments referred to in this Agreement. Either the County or the Property Appraiser may terminate this Agreement upon thirty days' written notice to the other.

ARTICLE VI

Section 6.01. Compensation and Reimbursement. In consideration of the performance of the various duties and tasks of the Property Appraiser provided under Section 4.02 hereof, the Property Appraiser shall be entitled to compensation for administrative costs for which an itemized statement is submitted as provided under Section 4.02(c) hereof.

IN WITNESS WHEREOF, the County and the Property Appraiser have executed and delivered this Agreement as the date first above written.

County:

Clay County, a political subdivision of the State of Florida

By: _____
Mike Cella, Its Chairman

Attest:

Lorin L. Mock Acting County Manager and
Clerk of the Board of County Commissioners

Property Appraiser:

Roger A. Suggs in his official capacity as
Property Appraiser of Clay County, Florida

Ordinances/stormwater msbu/2018-creation/propertyappraiser agt



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/17/2019

FROM: Courtney K. Grimm

SUBJECT:

Approval of the Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes\No\N/A):

Yes

Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M)

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

- ▢ [Interlocal Agreement for Reimbursement of Tax Collector_Public](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/17/2019 - 4:20 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 4:23 PM	

**INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF TAX COLLECTOR
(STORMWATER MAINTENANCE MSBU)**

This Interlocal Agreement for Reimbursement of Tax Collector (the “Agreement”) is made and entered into as of _____, 2019, by and between Clay County, a political subdivision of the State of Florida (the “County”), and Jimmy Weeks, in his official capacity as Tax Collector of Clay County, Florida (the “Tax Collector”).

Now therefore, in consideration of the mutual promises, covenants, representations, and agreements contained herein, together with the sum of ten dollars (\$10.00) and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, and their successors as follows:

ARTICLE I

Section 1.01. Findings, Recitals, and Acknowledgments. It is hereby ascertained, determined and declared by the parties that:

(a) the County is authorized to impose non-ad valorem assessments and by appropriate resolution has expressed its intent to use the uniform method of levy, collection and enforcement of non-ad valorem assessments as provided in Section 197.3632, Florida Statutes, under which assessments are included on an assessment roll and certified, in a compatible electronic medium tied to the property identification number, by the County to the Tax Collector for merging with the ad valorem tax roll, for collection by utilizing the tax notice provisions described in Section 197.3635, Florida Statutes, and for sale of tax certificates and tax deeds under the non-payment provisions of the ad valorem tax laws (the “Uniform Method”);

(b) the Uniform Method, with its enforcement provisions including the use of tax sale certificates and tax deeds to collect delinquent annual payments, is less expensive and more equitable to the delinquent landowner than the traditional lien and foreclosure methodology;

(c) the Uniform Method will provide for more efficient collection by virtue of the assessment being on the tax notice issued by the Tax Collector and will produce positive economic benefits to the affected landowners and the County;

(d) the Uniform Method will promote local government accountability;

(e) this Agreement is intended to conform with the requirements of Section 197.3632, Florida Statutes, that the County and the Tax Collector enter into a written agreement providing for reimbursement of necessary administrative and actual costs incurred as a result of the use of the Uniform Method, such administrative and actual costs including, but not being limited to those costs associated with personnel, forms, supplies, data processing, computer equipment and programming;

(f) the duties of the Tax Collector under Section 197.3632, Florida Statutes, are ministerial;

(g) this Agreement is entered into in order to allow for the use of the Uniform Method relative to non-ad valorem assessments to be imposed and levied by the County for stormwater maintenance within the unincorporated area of Clay County, said area being more particularly described in Resolution No. 18/19-20 adopted by the Board of County Commissioners of the County on December 11, 2018; and

(h) Section 197.3632(7), Florida Statutes, provides that the County shall bear all costs associated with any separate notice mailed thereunder in the event the Tax Collector is unable to merge a non-ad valorem assessment roll with the ad valorem tax roll to produce a combined notice under Section 197.3635, Florida Statutes.

Section 1.02. Incorporation. The findings, recitals and acknowledgments contained herein are true, correct and incorporated into this Agreement.

ARTICLE II

Section 2.01. Purpose. The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute.

ARTICLE III

Section 3.01. Compliance With Laws and Regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinance promulgated by the County, not inconsistent with, nor contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any applicable rules, including Rule 12D-18, Florida Administrative Code, duly promulgated by the Florida Department of Revenue.

ARTICLE IV

Section 4.01. Duties and Responsibilities of the County. The County shall:

- (a) be solely responsible for imposing and levying valid non-ad valorem assessments;
- (b) cooperate with the Tax Collector to implement the Uniform Method of notice, levy, collection and enforcement of the subject non-ad valorem assessment roll, pursuant to, and consistent with, all the provisions of Chapter 197 and, specifically, Sections 197.3632 and 197.3635, Florida Statutes, as amended;

(c) reimburse the Tax Collector for the necessary administrative costs incurred by the Tax Collector in performing the duties under this Agreement. Said costs include those provided for in Rule 12D-18.004(2), Florida Administrative Code, and in Section 197.3632(8)(c), Florida Statutes.

(d) to the extent not prohibited by law, hold the Tax Collector harmless from any liability he may incur arising out of any court action brought against him by any third party challenging the validity of the non-ad valorem assessments levied by the County, including but not limited to attorneys fees and costs incurred by the Tax Collector in the defense thereof; provided, the Tax Collector must first notify the County Attorney promptly upon receipt of a summons and complaint or any other process served on him in said action, simultaneously providing a copy thereof to the County Attorney, and the County reserves the right to provide competent counsel at its expense to represent the Tax Collector in such action, and to directly pay all reasonable costs and expenses associated therewith. If the County exercises such right and performs in accordance therewith, the Tax Collector may nevertheless retain his own counsel to represent him in the action, but all expenses associated therewith, including fees and costs, shall be borne solely by him, and the hold harmless provisions hereof for any liability and for such fees and costs shall not apply. Moreover, the hold harmless provisions hereof shall not apply in the event either (1) the Tax Collector does not reasonably cooperate with and assist the County in defending the suit challenging the validity of the assessment, or (2) the Tax Collector brings an action directly against the County pertaining to the assessment.

(e) make all reimbursement or payment to the Tax Collector hereunder in accordance with the Florida Prompt Payment Act, Chapter 278, Part VII, Florida Statutes, or its successor in function;

(f) designate and authorize a person, other than the Tax Collector, to receive and process any request for changes, modifications or corrections to the subject non-ad valorem assessment roll, and if necessary, file with the Tax Collector an appropriate certificate of correction;

(g) pursuant to Section 197.3632(7), Florida Statutes, pay for or alternatively reimburse the Tax Collector for any separate tax notices if the Tax Collector cannot merge the non-ad valorem assessment roll certified by the County; and

(h) cause the Chairperson of the Board of County Commissioners of the County, or his or her designee, to certify, by September 15 of each year to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, in a manner that conforms to the format of the ad valorem tax roll submitted by the Property Appraiser to the Florida Department of Revenue.

Section 4.02. Duties and Responsibilities of the Tax Collector. The Tax Collector shall:

(a) merge all rolls, prepare a collection roll and prepare a combined notice for both the ad valorem and non-ad valorem assessments in accordance with Chapter 197, Florida

Statutes, any applicable rules promulgated by the Florida Department of Revenue and in accordance with any specific ordinances and resolutions adopted by the County, so long as said ordinances and resolutions shall themselves not be inconsistent with or contrary to the provisions of Chapter 197, and, specifically, Sections 197.3632 and 197.3635, Florida Statutes;

(b) collect the non-ad valorem assessments of the County pursuant to the non-ad valorem assessment roll as certified no later than September 15 of each year to the Tax Collector; provided, such non-ad valorem assessment roll is on compatible electronic medium tied to the property identification number for each parcel and in the format used by the Property Appraiser for the ad valorem roll submitted to the Florida Department of Revenue and such non-ad valorem roll is free of errors and omissions;

(c) provide the County with a written itemized statement of any necessary administrative costs incurred by the Tax Collector for which reimbursement is sought, and allow the County to audit back-up material supporting the same; provided, the Tax Collector in his discretion may elect not to seek reimbursement for any of the duties provided herein;

(d) if he discovers any errors or omissions on any roll, request the County to file a corrected roll or the correction of the amount of any assessment by filing with the Tax Collector a certificate of correction, with a copy to the Property Appraiser and the Florida Department of Revenue, pursuant to the applicable rules promulgated by the Florida Department of Revenue; and

(e) upon determining that a separate mailing is required pursuant to Section 197.3632(7), Florida Statutes, mail, or require the County to mail, a separate notice of the particular non-ad valorem assessment.

ARTICLE V

Section 5.01. Term. The term of this Agreement shall commence upon the date first above written and shall run through the end of the collection period for the non-ad valorem assessments levied for the upcoming fiscal year. This Agreement shall be automatically renewed thereafter, for successive one year periods, to run through the end of each collection period for assessments imposed in subsequent years. However, the County shall inform the Property Appraiser and the Tax Collector and the Florida Department of Revenue by January 10 in any calendar year the County intends to discontinue using the Uniform Method of collecting the non-ad valorem assessments referred to in this Agreement. Either the County or the Tax Collector may terminate this Agreement upon thirty days' written notice to the other.

ARTICLE VI

Section 6.01. Compensation and Reimbursement. In consideration of the performance of the various duties and tasks of the Tax Collector provided under Section 4.02 hereof, the Tax Collector shall be entitled to compensation and reimbursement as follows:

(a) for collecting the non-ad valorem assessments, the Tax Collector shall be compensated in accordance with Sections 197.3632(8)(c) and 192.091(2)(b)2, Florida Statutes, and is entitled to deduct the compensation to which he is entitled hereunder at the time of distribution of collections; and

(b) for performing the various duties required of him under Section 4.02 hereof other than collecting and disbursing the non-ad valorem assessments, pursuant to Section 197.3632(2), Florida Statutes, the Tax Collector shall be reimbursed by the County for actual costs incurred by him thereby and for which an itemized statement is submitted as provided under Section 4.02(c) hereof.

IN WITNESS WHEREOF, the County and the Tax Collector have executed and delivered this Agreement as of the date first above written.

County:

Clay County, a political subdivision of the
State of Florida

By: _____
Mike Cella, Its Chairman

Attest:

Lorin L. Mock Acting County Manager and
Clerk of the Board of County Commissioners

Tax Collector:

Jimmy Weeks in his official capacity as
Tax Collector of Clay County, Florida

Ordinances/stormwater msbu/2018-creation/taxcollector agt



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance & Audit Committee

DATE: 5/13/2019

FROM: Angela Goodermote

SUBJECT:

Presentations of the FY 19/20 Nonprofit Agency Grant Applicants for budget funding for the upcoming fiscal year. (D. Sileo)

Florida Art License Plate Fund:

- A. Clay County Community Band, Inc. (not presenting)
- B. First Coast Highlanders, Inc. (not presenting)

General Fund:

- C. Challenge Enterprises of North Florida, Inc.
- D. Episcopal Children's Services, Inc.
- E. Kids First of Florida, Inc.
- F. Quigley House, Inc.

County Alcohol & Drug Abuse Fund:

- G. Clay Behavioral Health Center, Inc.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Presentations from the nonprofit agency grant applicants allow the Board of County Commissioners the opportunity to ask questions from each applicant.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted (Yes/No/N/A):

No

Funding sources and amounts to be determined within the approval of the FY 19/20 Clay County Budget.

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

- [19-20 Grant Application Challenge Enterprises Public](#)
- [19-20 Grant Application Clay Behavioral Health Ctr Public](#)
- [19-20 Grant Application Clay Co Comm Band Public](#)
- [19-20 Grant Application ECS Public](#)
- [19-20 Grant Application First Coast Highlanders Complete Public](#)
- [19-20 Grant Application Kids First of Florida Public](#)
- [19-20 Grant Application Quigley House Public](#)
- [FY19-20 Nonprofit Historical Analysis Public](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
	Goodermote, Angela	Approved	5/14/2019 - 11:51 AM	

Budget
Office
County
Manager

Mock, Lorin

Approved

5/14/2019 - 3:01 PM

Clay County Nonprofit Agency Funding Program
FY 2019-2020

Agency Name	Funding Source	Service Provided to Citizens	Applications			Approved FY 18/19	Requested FY 19/20	Increase (Decrease) in <i>REQUESTED</i>	% Increase / (Decrease)
			FY 15/16	FY 16/17	FY 17/18				
Challenge Enterprises of N FL, Inc	General Fund	Grants in Aid	61,200	61,200	61,200	61,200	61,200	-	0%
Episcopal Children's Services	General Fund	Grants in Aid	108,000	108,000	108,000	108,000	112,000	4,000	4%
Kids First of Florida, Inc	General Fund	Grants in Aid	45,000	45,000	45,000	45,000	45,000	-	0%
Quigley House, Inc	General Fund	Grants in Aid	51,412	51,412	51,412	51,412	70,170	18,758	36%
The Way Free Medical Clinic, Inc	General Fund	Health	15,000	15,000	15,000	15,000	25,000	10,000	67%
BASCA, Inc	General Fund	Grants in Aid	-	-	-	10,000	50,000	40,000	400%
Children's Home Society of FL (CPS)	General Fund	Grants in Aid	-	-	-	-	60,384	60,384	100%
JC Penney Memorial Scenic Highway	General Fund	Grants in Aid	-	-	-	-	40,000	40,000	100%
Town of Penney Farms	General Fund	Grants in Aid	-	-	-	-	40,000	40,000	100%
	GENERAL FUND AID TO NONPROFIT ORGS		280,612	280,612	280,612	290,612	503,754	213,142	
Clay Behavioral Health Center	County Alcohol & Drug Abuse Fund	Mental Health	10,000	5,000	5,000	4,000	4,000	-	0%
<i>General Fund Transfer to 105-County Alcohol & Drug Abuse Fund</i>	<i>General Fund Transfer</i>	Mental Health	340,000	345,000	345,000	346,000	396,000	50,000	14%
	COUNTY ALCOHOL & DRUG ABUSE FUND		350,000	350,000	350,000	350,000	400,000	50,000	
Clay County Community Band, Inc	Florida Art License Plate Fund	Culture / Recreation	1,412	1,000	1,000	1,000	1,600	600	60%
First Coast Highlanders, Inc (FKA Clay County Sheriff's Office Pipes & Drums, Inc)	Florida Art License Plate Fund	Culture / Recreation	1,063	1,000	1,000	1,000	2,000	1,000	100%
	FLORIDA ART LICENSE PLATE FUND		2,475	2,000	2,000	2,000	3,600	1,600	
	OVERALL AID TO OTHER AGENCIES / NONPROFIT GRANTS		633,087	632,612	632,612	642,612	907,354	264,742	-

**Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020**

A. Applicant Information:

Applicant Name: Clay County Community Band		
Physical Address: 2750 Moody Ave Orange Park FL. 32073		
Mailing Address: 602 Lorn Ct.	City/State: O. P. FL	Zip: 32073
Phone: (904)891-2053	Fax: (904)779-1202	
Website: www.claycountyband.com		Federal Tax ID#: 59-3755221
Executive Director: Jim Layton		
Primary Contact: Burk Shields	Title: Grant Comm. Chair	
Email: trainut@bellsouth.net (904)477-0395		
Amount Requested: \$1600.00	Amount Awarded (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	
Goals:	1. Please see attached page A1
	2.
	3.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

*30 years of providing musical entertainment and cultural enlightenment via Concert Band and Swing Band performances for Municipal and Civic activities and fund raising performances for other Public Services organizations.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Jim Layton	President
Burk Shields	Vice President
Kathy Robertson	Treasurer
Bobby Rahn	Secretary
Billy Bullock	At Large

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

Support of a continuing program of live, in person musical performances utilizing local, non professional volunteer musicians in a harmonious social context at the request of private and Civic organizations in NE Florida and the surrounding area.

2. Describe the grant's target population and benefits received from the citizens of the County.

As the OFFICIAL BAND OF CLAY COUNTY our primary target audience is the entire population of Clay County and as much of the population of the surrounding area as possible

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Our By-Laws state that all expenditures of less that \$250.00 may be voted on and approved by a majority vote of the 5 member Board. Any expenditure in excess of \$250.00 or for durable goods are discussed by the full Band and then voted on to approve or disapprove in accordance with our By-Laws.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
D. N. A.	

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

Historically we have used feedback from our audiences, repeated requests from our prior clients and audience participation in our events which have proven to be the most accurate indications as to our benefit to the community and our effectiveness in accomplishing our goals. Most recently we have received feedback regarding our willingness to perform at low key but needy events instead of focusing purely on "high visibility" events. We are very proud of that accomplishment

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019:
 Total projected revenue for Fiscal Year 2019-2020:

Because all of our work is done on a volunteer basis we traditionally do not work from a fixed budget. We work with what we have in the bank and what we get during the season in donations and Grant funding.

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government		\$1000.00		\$1000.00	
Other Cities or Counties					
State Funding					
Federal Funding					
Foundations					
Program-Generated Revenue					
Program-Specific Revenue					
Total Revenue:		\$5064.00		\$4000.00	

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Personnel Sub-total:				
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)				
Telephone				
Postage & Shipping				
Printing & Publication				
Equipment Rental & Maintenance				
Travel				
Professional Development				
Office Supplies				
Computers & Equipment				
Other				
Operation Expenses Sub-total:				
Total Expenses				

3. Is County funding a mandated requirement? YES NO
 If yes, please explain requirement:

4. Schedule of Positions:

% of Budget Allocated to Administration:

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
We do not have any paid staff		\$	\$	\$	%
We are all volunteers		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Funds will be expended for musical arrangements, upgrades, repairs and maintenance of Band owned equipment and purchase of musical instruments and supplies as needed.

Note: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

Administration 0 Programming 100%

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application **no later than 4:00 PM Monday, March 11, 2019** to:

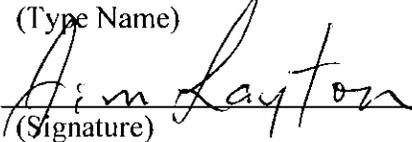
Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

Executive Director

Jim Layton

(Type Name)



(Signature)

3/10/2019

(Date)

Board Chair

Burk Shields

(Type Name)



(Signature)

3/9/2019

(Date)

Attachment Page 1-A

As the Official Band of Clay County, the Clay County Community Band serves three primary functions. First, to provide an opportunity for non-professional volunteer musicians from within the community to participate in a concert band, making a unique cultural contribution to the life of the community.

Second, as a mentoring organization for Middle School and High School musicians which they get educational credit for.

Third, as a not for profit organization, to foster a spirit of camaraderie among the wind and percussion instrument players in the community, to bring a needed complement to the area of amateur arts in the community and to provide a musical experience not provided by any other musical organizations.

This mission is accomplished by giving concerts both for entertainment and to assist various civic groups in their fund raising activities.

Our concerts will occasionally include vocal and Jazz instrumental solo and groups. We play music from a wide range of musical genre including marches, folk tunes, musicals, contemporary pop, classical, swing and jazz.

Clay County Community Band
Clay County Board of County Commissioners
Grant Request for FY 2019/2020

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RECEIVED
PURCHASING DIVISION

2019 MAR 11 AM 10:44

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: _____

Clay Co. Community Band

**Clay County Board of County Commissioners
 Nonprofit Agency Grant Application
 Funding request for FY 2019-2020**



A. Applicant Information:

Applicant Name: First Coast Highlanders, Inc.		
Physical Address: 1905 Park Avenue, Orange Park, Florida		
Mailing Address: 9703 NW 29th Street	City/State: Starke, Florida	Zip: 32091
Phone: (904) 368-8177	Fax: (904) 368-8177	
Website: www.firstcoasthighlanders.com		Federal Tax ID#: 80-0624860
Executive Director: Gayward Hendry		
Primary Contact: Arthur Tenney	Title: Business Manager	
Email: Piper10y@aol.com		
Amount Requested: \$2,000	Amount Awarded (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission :	First Coast Highlanders, Inc. shall strive for excellence in musical performance and ceremonial drill, to increase knowledge of Celtic heritage and culture in the community through performance of traditional Celtic music and the display of traditional dress.
Goals:	1. To teach, promote and foster quality playing of highland bagpipes and drums
	2. To strive for excellence in musical performance and ceremonial drill
	3. To provide free concerts to schools, veteran organizations, and other charitable organizations.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County fund

The First Coast Highlanders is a performance and entertainment band, a teaching organization and a cultural group. We are a community band and promote culture through music.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Evan Brown	President
Scott Young	Vice President
Will Wheeler	Treasurer
Danise Young	Secretary
Greg McClelland	Member at Large
Arthur Tenney	Band Manager
Gayward Hendry	Executive Director

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The funding from this arts grant will be used to purchase needed equipment and uniforms as well as maintaining and repairing older equipment and uniforms. We currently have six students. We also have several people who showed interest in learning pipes or drums at the NE Florida Scottish Games.

2. Describe the grant's target population and benefits received from the citizens of the County.

Our target is anyone interested in learning the great highland bagpipe or highland drum as well as learning Celtic culture. We teach anyone in Clay and surrounding counties without discrimination

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Arthur Tenney is responsible for implementing the grant. He has over 45 years in the finance field and has been involved with other musical organizations and responsible for grant programs in several of those organizations.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

Our mission is ongoing 100% of the time. We accomplish our mission and goals at every performance. The First Coast Highlanders is a successful organization. We receive many repeat requests to perform at many Clay County functions. Last year we completed 32 performances in and around Clay County. Some of the organizations we performed for included the Special Olympics opening, Children’s Miracle Network, Clay County Fair, The Allegro, police events, various veteran’s and military group events, and other non-profit groups. In addition, we have performed in several schools.

D. Applicant Budget

- 1. Total budgeted agency revenue for Fiscal Year 2018-2019: \$16,300
Total projected revenue for Fiscal Year 2019-2020: \$19,200

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Donations	\$8,737.19	\$5,350.00		\$6,200	
Performance Fees	\$5,950.00	\$6,396.00		\$7,000	
Merchandise Sales	\$1,432.78	\$1,287.00		\$3,000	
Grants	\$1,000.00	\$2,400.00		\$2,500	
Other	0	0		\$ 500	
Program-Generated Revenue	0	0		0	
Program-Specific Revenue	0	0		0	
Fundraising	0	0		0	
Total Revenue:	\$17,119.87	\$15,483.00		\$19,2000	

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages				
Fringe Benefits				
Personnel Sub-total:				
Operating Expenses				
Insurance, Fees and Taxes	\$1,200	0	0	0
Purchase of sales merchandise	\$2,300	0	0	0
Postage & Shipping	\$ 100	0	0	0
Printing & Publication	\$3,500	0	0	0
Uniforms	\$5,000	0	0	0
Travel	\$ 200	0	0	0
Scholarships	\$2,500	0	0	0
Office Supplies	\$ 800	0	0	0
Equipment	\$1,000	0	0	00
Other, Good and Welfare	\$2,600	0	0	0
Operation Expenses Sub-total:	\$19,200	0	0	0
Total Expenses	\$19,200	0	0	0

3. Is County funding a mandated requirement? YES NO X

Application is due no later than 4:00 pm Monday, March 11, 2019

If yes, please explain requirement:

4. Schedule of Positions:

% of Budget Allocated to Administration: 0%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

The funding from this arts grant will be used to purchase needed equipment and uniforms as well as maintaining and repairing equipment and uniforms

Note: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
None

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990) E Postcard**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application **no later than 4:00 PM Monday, March 11, 2019** to:

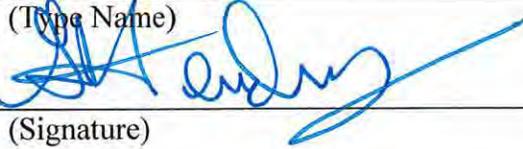
Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

Executive Director

Gayward Hendry

(Type Name)



(Signature)

March 7, 2019

(Date)

Board Chair

Evan Brown

(Type Name)



(Signature)

March 7, 2019

(Date)

**Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020**

A. Applicant Information:

Applicant Name: Challenge Enterprises of North Florida, Inc.		
Physical Address: 3530 Enterprises Way		
Mailing Address:	City/State: Green Cove Springs, FL	Zip: 32043
Phone: 904 284-9859	Fax: 904 284-9497	
Website: challengeenterprises.org		Federal Tax ID#: 59-1478621
Executive Director: Nancy C. Keating		
Primary Contact: Katie Vineyard	Title: Chief Operations Officer	
Email: katiev@challengeenterprises.org		
Amount Requested: \$61,200	Amount Awarded (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	To promote the Power of People and Possibilities for individuals living with disabilities.
Goals:	1. Secure employment for people with disabilities earning Florida minimum wage or better
	2. Increase the number of residents in group homes for adults with intellectual and developmental disabilities.
	3. Collaborate with local, state and national agencies to advocate for transportation for job training, placement, employment and affordable housing and meaningful volunteer opportunities.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

Challenge Enterprises of North Florida, Inc. is a nonprofit agency organized in Clay County in 1972 and has consistently assisted citizens with disabilities for more than 46 years. A variety of programs and services are offered to individuals with intellectual and developmental disabilities. Over the decades, the mission expanded to include persons with varying disabilities; visually impaired, hearing impaired, physically impaired, emotionally challenged, brain injury, disabled veterans and wounded warriors. Challenge Enterprises offers a choice of meaningful programs, services and employment to assist individuals achieve their personal goals and gain financial independence.

*Life Skills Developmental Training began in March 1974 and continues today in a warehouse at the Harbor Road Industrial Park in Green Cove Springs. Adults with severe to moderate intellectual and developmental disabilities engage in activities of daily living, academics, computer skills, work opportunities and recreation skills. This project is funded in

part by the State Agency for Persons with Disabilities. County support for this service enables the most vulnerable citizens to access services with trained personnel to keep them safe, healthy and engaged in meaningful activities.

*Residential Services began in June, 1982 providing small group homes for adults seeking community living. Today, the agency operates three small group homes for seven senior men and three women. A few of the first group home residents' moved successfully into homeownership more than 12 years ago and are taxpayers in Clay County. Agency staff provides coverage in the individual's homes to assist them with meal preparation, medication administration, financial guidance and personal care. A few of the homeowners that are in their senior years now require additional supports to ensure their health and safety to avoid nursing home settings.

*Work Opportunities: Challenge Enterprises utilizes a Social Entrepreneurial approach to assist individuals with a variety of disabilities become successful workers, taxpayers, contributors and homeowners. Challenge Enterprises has secured small work contracts providing job training and paid employment since 1974. This successful approach has provided many individuals with significant disabilities and wounded warrior's long-term employment in a variety of business lines. In March 2019, Challenge Enterprises employs 201 individuals with severe disabilities on 11 Federal Government contracts (DOD, USMC, GSA, IRS, DOL, HUD, DeCA, DLA, USGS) and at a number of commercial contracts. These include the Penney Farm Retirement Community, Clay Behavioral Health Centers, Supervisor of Elections and The Way Free Clinic providing custodial and or grounds maintenance services. Job training and employment opportunities are provided at the warehouse serving commercial customers: Armor Holdings, Landsberg, Global Consumer Innovations, LLC Deluge Sandless Sandbags and other businesses for short term contract fulfillment services.

*Shred for Good division of Challenge Enterprises is a secure document destruction service with AAA Certification awarded by the National Association of Information Destruction. This level of security has earned Shred for Good customers from prominent federal, state, county and local governments. Shred for Good serves almost 200 commercial operations including hospitals, medical offices, law firms, accountants, and commercial businesses.

*County Commodities Distribution is a Clay County Agreement that enables Challenge Enterprises trainees to engage in receiving, material handling, sorting, packaging, and distribution at the warehouse in Green Cove Springs. Commodities are now ordered, purchased and tracked for delivery on a monthly schedule to six locations in Clay County for income eligible individuals to receive additional groceries. All equipment including trucks, pallet jacks, fork lift, dry, refrigerated, frozen storage unit are available at the Challenge Enterprises warehouse. This is labor intense and provides work for a number of the adults each month. The County Commodities Agreement is a separate agreement not included in this request for funding.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Denise Adams	Retired, Education Administrator
Edward Kelly, Esq	Rogers, Towers, Bailey, Jones & Gay, PA
Tim Simpson	Kindred Hospital Regional Administrator
Tina L. Crowder	First Citizens Bank
Bryan Campbell	Duval County Medical Society
Bill Powers	Business Owner/Florida Powertrain and Hydraulics
Iris King	Wells Fargo Education and Training

Martin S. Kosiek Retired, United States Navy Captain

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The County grant will support a portion of the benefits for staff at the adult Life Skills Development center and the Residential program, utilities and communication systems. The staff supervise, train and care for men and women with intellectual and developmental disabilities in activities of daily living, self-help, prevocational training, employment and recreational skills.

Financial support from the County is very important to maintain skilled, ethical, and compassionate personnel.

2. Describe the grant's target population and benefits received from the citizens of the County.

The population Challenge Enterprises serves, for this grant, is individuals with varying intellectual and developmental disabilities ages 18 years through senior years. Prior to 1972, there were no organizations in Clay County providing services and families were traveling to different areas in Jacksonville for specific medical services, therapies, and programs. Since 1974, Challenge Enterprises' adults with developmental disabilities are participating in ongoing training, employment and healthy living programs in Green Cove Springs and Orange Park. Challenge Enterprises responded to the needs of Clay County families when adults returned to the community after decades in State Sunland centers. Challenge Enterprises opened its first group home in 1982, the ACT Lodge, in Green Cove Springs. The individuals served in the three small group homes are long term Clay County citizens. Fifty-five percent of the residents had Fathers that gave a life time of service to the US Military. The men and women receive quality care and protection under the supervision of Challenge Enterprises personnel.

The Life Skills Development center for adult training is located at the Harbor Road Industrial Park in Green Cove Springs and 100% enrolled are Clay County citizens. The residential homes/apartments are located in Orange Park, Fleming Island, Green Cove Springs, Middleburg and Lake Asbury. A number of the homes have adaptive equipment and are accessible for health and safety as the residents as they advance in their senior years. The health and safety issues of residents are the agency's primary focus.

Challenge Enterprises partners with the Clay County School Board and eight other job focus agencies to coordinate Project SEARCH and internship program for Clay County students to prepare for successful gainful employment. Job placement and on the job training are essential to secure paid Competitive Integrated Employment. The Workforce Innovation and Opportunity Act that went into effect June 2016, Federal Legislation, requires all Exceptional Education students to engage in job searching upon leaving high school. Challenge Enterprises Employment Specialists are prepared to evaluate, match skills with job openings and provide on-the-job supports. The agency will be actively educating businesses and industry about an untapped resource that will be dependable and grateful for the work.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Challenge Enterprises staff that supervise the programs have earned professional level degrees including Masters and Bachelor Degrees, Certificates equal to Associate Degrees, State Employment and Job Coach Certification and served in the US Military for more than 20 years. All direct care staff at the training centers and residential programs meet and exceed the required educational training for the programs standards and guidelines established by Agency for Persons with Disabilities. The project managers meet and exceed the standards for all AbilityOne federal job programs. One staff member hold a Masters level Certificate in Non Profit Management thanks to the support of the Reinhold Foundation's mission for nonprofit capacity building. Many agency staff attend the professional development seminars offered by Rollins College and sponsored by the Reinhold Foundation.

Before a new employee is hired to provide direct care services to an individual with disability, the new hire is fingerprinted and background screened. On the job training and direct supervision is provided for a minimum of 30 hours before the new employee can provide direct care or training independently with the individuals. This best practice is to ensure the health and safety of all the individuals Challenge Enterprises serves. Volunteers providing support in the training center, in the homes, or on recreational outings are also background screened and under the supervision of staff. Some volunteers require a higher level of screening including fingerprinting and drug testing for authorization to work

independently with an adult(s) in the community for field trips, job seeking, and transportation to an event of their choice or working side by side at the Shred for Good site.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Securing qualified personnel paid and volunteer to engage adults	Ongoing with growth/by September 2020/budget committee authorizations for job postings
Secure part time jobs for 10 adults at Florida Minimum wage or better	May/2020/7 interns in training for jobs, 3 seeking first job
Increase census at two groups homes	Ongoing/ July 2019/ currently interviewing
Secure volunteer activities for adults to gain job skills in Green Cove	Starts/ October 2019/implementation plan development per individual

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

The population Challenge Enterprises serves, for this grant, is individuals with varying intellectual and developmental that have resided in state institutions and some never completed basic educational programs. The evaluation method used to determine the satisfaction by the individuals and their families is an annual Satisfaction Survey. The survey seeks comments on rights, dignity, respect, achieving personal goals and what other services are necessary for them to be accomplishing their personal goals. Challenge Enterprises is a person center agency and each person has their own likes and dislikes that address where they want to be with skills and work annually. Families and friends are recommended to assist each person with their own survey for submission to the Challenge Enterprises receptionist. All responses are reviewed and actions plans established to address any requests or unfavorable comments. Action plan is reviewed and authorized by the executive staff. The surveys are for all training programs funded by the State of Florida Agency for Persons with Disabilities.

The men and women that go to work for Challenge Enterprises receive annual evaluations on their work performance and have the opportunity to transfer or seek employment outside of Challenge Enterprises with Job Coach Support if requested by Vocational Rehabilitation. Collaborating with other nonprofits in Clay County offering employment opportunities to their clientele enriches the citizenry of Clay County and the economic impact with the employees’ new spending power. The agency produces a one page annual report identifying the milestones, contracts, earnings for persons with disabilities cumulative from 1988 which is now at \$ 33, 600.696. That’s the POWER of Work!

The Board of Directors examine the financial reports monthly and direct specific questions to the COO for details on expenditures and revenue streams. Independent audits are conducted annually to determine if the funds are managed and benefiting the mission.

D. Applicant Budget

- 1. Total budgeted agency revenue for Fiscal Year 2018-2019: \$8,408,717
- Total projected revenue for Fiscal Year 2019-2020: \$8,576,891

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	61,200	61,200	1%	61,200	1%
Other Cities or Counties					
State Funding	1,036,949	1,002,072	11%	1,042,155	11%
Federal Funding					
Foundations					
Program-Generated Revenue					
Program-Specific Revenue	74,898	86,263	1%	89,714	1%
Work contracts, federal & commercial, rental, misc	6,675,784	7,259,182	87%	7,383,822	87%
Total Revenue:	7,848,831	8,408,717	100%	8,576,891	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	4,909,628		4,909,628	
Fringe Benefits	1,749,857	50,250	1,699,607	.02
Personnel Sub-total:	6,659,485	50,250	6,609,235	.0075
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	470,000	8,450	461,550	.01
Telephone	80,000	2,500	77,500	.03
Postage & Shipping	2,000		2,000	
Printing & Publication	150		150	
Equipment Rental & Maintenance	55,000		55,000	
Travel	6,000		6,000	
Professional Development	15,000		15,000	
Office Supplies	16,000		16,000	
Computers & Equipment	60,000		60,000	
Other	799,304		799,304	
Operation Expenses Sub-total:	1,503,454	10,950	1,492,504	.0072
Total Expenses	8,162,939	61,200	8,101,739	.0074

3. Is County funding a mandated requirement? YESX NO

If yes, please explain requirement: The APD funding through Medicaid waiver program does expect a 12.5% local match to ensure the services meet the minimum standard and guidelines under the CMS rules and regulations for Home and Community Based Services.

4. Schedule of Positions:

% of Budget Allocated to Administration: 5%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
CEO	1	111,388	116,957	116,957	0%
COO	1	96,789	101,628	101,628	0%
VP-Business Development	1	72,076	74,239	74,239	0%
VP-Human Resources	1	63,000	64,890	64,890	0%
Building & Fleet Manager	1	57,461	59,185	59,185	0%
Accounting Supervisor	1	50,646	52,672	52,672	0%
Residential Director	1	51,995	50,000	50,000	0%
Programs Manager	1	45,000	46,350	46,350	1%
SDD Sales	1	35,000	35,000	35,000	0%
Residential Supervisor	1	32,960	33,949	33,949	0%
Others & 201 employees (mostly pt) with disabilities	159	\$ 3,737,684	\$ 4,178,491	\$ 4,274,758	2%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Clay County funds will be used to support benefits for personnel providing direct care services to the individuals with intellectual and developmental disabilities. Expenditures for mandated health insurance coverage and other eligible benefits will be paid and then submitted for reimbursement. Challenge Enterprises will pay for utilities and supplies at the program to be submitted to the County for reimbursement.

Note: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

100% of the grant will be allocated towards support of direct care personnel and the program essentials of the individuals enrolled in the training and activities.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application **no later than 4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

Executive Director

Nancy C Keating

(Type Name)



(Signature)

03/11/2019

(Date)

Board Chair

Denise Adams

(Type Name)



(Signature)

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CLAY COUNTY BOARD OF
COMMISSIONERS



Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: _____

**Clay County Board of County Commissioners
 Nonprofit Agency Grant Application
 Funding request for FY 2019-2020**



A. Applicant Information:

Applicant Name: Episcopal Children's Services		
Physical Address: 8443 Baymeadows Rd., Suite 1		
Mailing Address: 8443 Baymeadows Rd., Suite 1	City/State: Jacksonville, FL	Zip: 32256
Phone: 904-726-1500 ext. 247	Fax: 904-726-1520	
Website: ecs4kids.org	Federal Tax ID#: 59-1146765	
Executive Director: Connie Stophel		
Primary Contact: Teresa Matheny	Title: Chief of Programs and Administration	
Email: tmatheny@ecs4kids.org		
Amount Requested: \$112,000	Amount Awarded (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	To Create opportunity so that the children we serve can achieve their full potential.
Goals:	1.To provide School Readiness (subsidized child care) to families that qualify so that they can work or go to school in order to achieve economic self-sufficiency
	2. To ensure that child care programs serving these children are of high quality and able to promote school readiness
	3.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

Child Care Resource and Referral (CCR&R) – ECS's Child Care Resource and Referral program provides parents with free information about local child care providers so they can make informed decisions based on their family's specific needs. CCR&R Calls Answered: 36,015 19 Years

***School Readiness** – Our School Readiness program helps lower-income families pay for child care so their parents can work. We also work with child care providers to improve and maintain high-quality programs that promote children’s success in school. Children Served: 4,000 19 years

Voluntary Pre-Kindergarten (VPK) – VPK is a free pre-kindergarten program open to all Florida four-year old children. It’s offered during the school year and summer at Florida public schools, child care centers and private schools. Children Served: 5,600 ; Providers Participating: 201. 14 Years

Early Head Start – Early Head Start provides high-quality educational, nutritional, health and social services to low-income and at-risk children from birth to age three and their families. Our goal is to provide a strong foundation for children entering Head Start and other Pre-K programs. 19 Years

Head Start – Our Head Start program reaches out to low-income and at-risk children ages three to five and their families. We provide them with comprehensive educational, nutritional, health, and social services, as well as tools and resources to promote their development so they enter kindergarten ready to learn. 19 Years

CoachJax! - Our staff works with directors and teachers to improve the quality of their environment, teaching methods and curriculum, and to promote the Guiding Stars of Duval. This program is in partnership with Jacksonville’s Kid’s Hope Alliance and provides for continuity of services for all programs hoping to receive Jacksonville’s Guiding Stars rating. 13 Years

Early Learning Center at Good Shepard-ECS’s Early Learning Center at Good Shepard is our newest center that opened in the fall of October 2014 in the Riverside area of Jacksonville. It offers care for children ages one to five years of age. 4.5 Years

Regional Training Institute – Our Regional Training Institute for Early Childhood Education provides a variety of free or low-cost trainings monthly. Topics for trainings are based on provider, family, and community needs. Training sessions are centered on the eight areas required for a Child Development Associate Credential. 17 years

3. Board Member Listing - Please provide a list of your agency’s board members and their affiliation.

Board Member	Affiliation
Derrick Smith, President	Grand Central Ventures, LLC.
Vicki Adams, Vice President	Vystar Credit Union
Jennifer Holden, Treasurer	UBS Financial Services, Inc.
Kristi Aiello, Secretary	Florida Blue
The Rt. Rev. Samuel Howard	The Episcopal Diocese of Florida
Mark Middlebrook	Wells Fargo

Thabata Batchelor	Wolfson Children's Hospital
Brooke Yencarelli	Accounting Principals & Ajilon
Dr. Heidi Maier	Marion Public Schools
Bob Ohrablo	The Jacksonville Icemen
Fr. Wiley Ammons	The Church of the Redeemer
Malachi Beyah	M & M Maintenance Plus, Inc.

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The School Readiness (SR) program assists low income parents with the cost of quality child care and is primarily funded by state and federal funds but requires 6% matching funds from local sources. The lack of affordable care puts these parents at risk of unemployment and unable to attend classes that would increase their ability to obtain high wage jobs.

The County grant funds will provide the matching funds required to draw down the state and federal funding used to provide School Readiness, (subsidized child care) to families that work but are still at or below 200% of the federal poverty level. This grant serves an average of over 950 children per month in Clay County. At least 750 of these children's families qualified based on their income and working status while the others may receive a referral from DCF of CareerSource. This is an increase of 50 children per month because of an increase in state funding. However, the increase in funding does require increased match. This is the reason for the increase in our request this year from \$108,000 to \$112,000.

At more than \$8,000 per year per child, the high cost of child care is prohibitively expensive for many working families, often approaching 15-50% of a family's yearly income. The School Readiness program serves families who *want* to work—who are active participants in the Clay County economy. Without this funding many parents could not afford child care and would be forced to stay home with their children—relying on public support as a result. With the loss of so many children from the child care system, many of the 127 local child care programs in the county could not remain in business

2. Describe the grant's target population and benefits received from the citizens of the County.

Our target population is low income working parents and their children. These families have incomes at or below 150% of the Federal Poverty Level at entry into the program and up to 200% thereafter. These are the same families identified in the United Way ALICE report for Clay County which shows that a ALICE family of 4 with one infant and one preschool child would pay \$1,052 a month for child care while that family's monthly income if living at the poverty line may only be \$2,020.

Our largest source of referrals comes from child care providers that are participating in the SR and by parents currently receiving services. The children and families served by this program are located

throughout the Clay County community. These children are in the urban Orange Park area, as well as the rural areas of Keystone Heights and Green Cove Springs, and in all the other large and small communities of Clay County.

School Readiness creates opportunities for a better life for the entire community but is especially critical because of the impacts to both the child and the family. Each child benefits as early education creates long-lasting academic and social benefits that extend into adulthood. Families can improve their economic well-being as the full costs of quality childcare are out of reach for low-income working parents leaving lower income parents the undesirable choice of whether to pay for child care and keep working or pay the rent and remain housed. The choice is truly that stark because without subsidy a single mother working full-time but earning 200% or less of the Federal Poverty Level spends at least 33% of her income on child care for just one child. With School Readiness that is reduced to 10% on average. This allows parents to provide stable homes and supportive environments for their children, reducing homelessness and food insecurity.

While the benefits to each child and family are significant, the impact extends well beyond the immediate recipients of services, as benefits accrue to:

- The school system as the significant achievement gaps created by poverty can be reduced, or even eliminated with early childhood education
 - The economic health of the community, as early education creates economic value
- Early education makes economic sense.

Notably, the Federal Reserve Bank of Minneapolis, received national attention for their 2003 publication “Early Childhood Development: Economic Development with a High Public Return”, Rolnick and Grunewald, 2003. Their research identified that quality early education offers a 12 percent return on investment, even accounting for inflation, which exceeds the stock market.

The economic argument is further bolstered by the more recently “Preschool and Prosperity” by Timothy Bartik published in 2014, which showcased the sizable benefits to state and local economies, with a \$2 to \$3 return for every dollar invested. His analysis notes that investment in early education has similar benefits to well-designed business incentives to fuel economic growth.

To maximize effectiveness, Episcopal Children’s Services implements these services using a two-generation approach that addresses the needs of the parents concurrently with addressing the needs of the children leading to a stronger community.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

The Family Services staff that qualify families for the School Readiness services this grant supports are fully trained and certified Level II Specialists, a designation earned by completing an exam administered by Florida’s Office of Early Learning. Additionally, each Family Services Specialist has undergone formal diversity training to increase cultural sensitivity. A bachelor’s degree in a related field is preferred for this position but in some cases experience in the field may be substituted. The Program management staff for this grant has a Bachelor’s Degrees in accounting and over 19 years’ experience with managing this grant successfully. ECS through its partner and funder, the Early Learning Coalition of North Florida has over 100 volunteers that go into child care programs and read to children as well as put on special programs for them. Many of these volunteers are retired educators with many years of experience working with children.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Twelve-month average number of children served will be equal or greater than economically disadvantaged children 750 served.	September 30, 2020
Contracted School Readiness childcare providers will submit contract indicating which approved curriculum and agreeing to child screening requirements.	July 1, 2018 and ongoing as new providers join the program.
Child screenings are completed annually at initial enrollment and then annually. Referrals are made for additional follow-up as indicated by the screening results	October 1, 2018 and ongoing
Parents receiving School Readiness Services will experience fewer instances of unemployment than parents on the waiting list for services	October 1, 2018 through September 30, 2019

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

We will monitor the utilization of School Readiness services by Clay county clients to ensure that maximum number of children possible are served. Additionally, we will survey parents both receiving and waiting for services to assess the effectiveness of child care assistance on employment. We will track the number of children screened and referred for additional services monthly. Lastly, child care providers will be monitored to ensure they are using an approved curriculum and in instances where they are not, a corrective action plan will be required.

D. Applicant Budget

- Total budgeted agency revenue for Fiscal Year 2018-2019: \$62,987,085
Total projected revenue for Fiscal Year 2019-2020: \$63,304,106

- Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	108,000	108,000	.7%	112,000	.7%
Other Cities or Counties	217,206.00	217,206	1.4%	112,000	1.3%
State Funding	15,361,963	15,361,963	97.9%	221,206	98%
Federal Funding				16,442,456	
Foundations					
Program-Generated Revenue					
Program-Specific Revenue					
Total Revenue:	15,687,184	15,687,184	100%		100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	1,578,251		1,578,251	0.00%
Fringe Benefits	277,996		277,996	0.00%
Personnel Sub-total:	1,856,248		1,856,248	0.00%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	102,676		102,676	0.00%
Telephone	4,808		4,808	0.00%
Utilities	25,020		25,020	
Postage & Shipping	16,373		16,373	0.00%
Printing & Publication	11,280		11,280	0.00%
Equipment Rental & Maintenance	38,754		38,754	0.00%
Travel	53,242		53,242	0.00%
Professional Development	53,498		53,498	0.00%
Office Supplies	25,780		25,780	0.00%
Program Supplies	127,819		127,819	0.00%
Dues and Subscriptions	3,115		3,115	0.00%
Direct Child Care Costs (OEL)	13,172,558		13,172,558	0.00%

Local Mileage	36,103		36,103	
Other				0.00%
Match Funds (Direct Child Care Costs)	112,000.00	112,000.00	-	100.00%
Operation Expenses Sub-total:	13,783,026	112,000	13,671,026	.81%
Total Expenses	15,639,274	112,000	15,527,274	.72%

3. Is County funding a mandated requirement? YES NO X
 If yes, please explain requirement:

4. Schedule of Positions: 27

% of Budget Allocated to Administration: 7.65%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
Chief Executive Officer	1	187,000	\$187,000	\$189,592	1.38%
Chief Financial Officer	1	105,964	\$110,988	\$112,953	1.6%
Fiscal Staff	10	620,343	\$543,699	\$554,664	2.0%
VP of HR	1	104,021	\$108,854	\$108,854	0.0%
HR Staff	6	218,893	\$284,071	\$291,546	2.63%
Director of IT (Manager Promoted to Director)	1	75,000	\$76,200	\$85,000	11.5%
IT Staff	1	31,200	\$31,200	\$32,000	2.56%
Executive assistant	1	50,502	\$51,310	\$53,788	4.8%
Chief of Program Administration	1	116,595	\$120,201	\$122,000	1.5%
Family Services Specialists	3	98,880	\$99,730	\$102,721	3.00%
Family Services Manager	1	43,260	\$44802	\$46,146	3.00%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Clay County funding will be used solely for matching funds for the School Readiness program. One hundred percent of all county funds will be used to pay for child care direct services. Any administrative or other programmatic expenses will be paid out with state or federal funds. The \$112,000 will allow ECS to draw down \$1,754,667 in state and federal funding.

***Note:* If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.**

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming? 100% of this grant goes to direct services programming with no administrative costs taken out. Overall for all grants and funding, administration costs for ECS are less than 8% and 92% of all funding goes to programming.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application no later than 4:00 PM Monday, March 11, 2019 to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

Executive Director

Connie Stophe.

(Type Name)



(Signature)

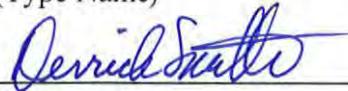
2/22/2019

(Date)

Board Chair

Derrick Smith

(Type Name)



(Signature)

2/22/2019

(Date)

**Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019 - 2020**

A. Applicant Information:

Applicant Name: Kids First of Florida, Inc.		
Physical Address: 1726 Kingsley Ave, Suite 2		
Mailing Address: 1726 Kingsley Ave, Suite 2	City/State: Orange Park, FL	Zip: 32073
Phone: (904) 278-5644 Ext 2006	Fax: (904) 278-5658	
Website: www.KidsFirstOfFlorida.org	Federal Tax ID#: 43-1992162	
Executive Director: Irene M. Toto		
Primary Contact: Kevin Davidson	Title: CFO	
Email: Kevin.Davidson@Firstinclay.org		
Amount Requested: \$45,000.00	Amount Awarded (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	To ensure the safety of children through a holistic approach designed to support the health and well being of families.
Goals:	1. To keep at-risk children safe.
	2. To provide services and ongoing outreach and education to the community in an effort to reduce child abuse and neglect.
	3. To finalize at least 50 adoptions in FY 2019 – 2020.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

Kids First of Florida (KFF) is the non-profit Community Based Care (CBC) lead agency providing Child Welfare services to Clay County. KFF is one of eighteen Lead Agencies in the state of Florida. KFF was founded in 2003, in response to the Florida Legislature and the Department of Children and Families (DCF) initiative to privatize child welfare services. KFF joined the collective expertise and resources of local organizations to focus on the task of building a child protection system that is firmly rooted in the community. KFF focuses on children and families in Clay County. KFF currently employs approximately seventy staff, at our headquarters located on Kingsley Avenue, in Orange Park.

As the Lead CBC (Community Based Care) Agency for Clay County, KFF manages the provision of the following services to children and families:

- ❖ Protective Supervision (Provide supervision of at risk children in Clay County)
- ❖ Foster Care (Provide a safe home-like environment for children removed from their own homes)
- ❖ Case Management (Provide case manager for each child in care)
- ❖ Adoption Case Management (Provide a case manager for each child in adoption placement or in the legal system to be adopted)
Adoption Subsidy (Provide payments to families who adopt a child)
- ❖ Independent Living (Provide ongoing support for former foster children who are between 18 to 23 years old)
- ❖ Placement (Locate a safe alternative living environment for children in care)
Medicaid Assistance (Assist families and children in the foster care system to apply for Medicaid)
Relative Caregiver /TANF Assistance (Help families and children to apply for assistance from the state)
- ❖ Recruitment, Training and Licensing of Foster/Adoptive Parents (Develop community foster and adoptive homes)
Development of a comprehensive network of service providers and resources (Provide access to physical health, behavioral health and other needed services through a network of community providers)

All of the above services have been provided since 2004.

KFF continues to develop systems that efficiently and effectively care for vulnerable children and families by focusing on early intervention, assessment and coordinated services in order to assure family stabilization, reunification, and permanency for the children.

Cases are referred to KFF by DCF, as a result of a report of alleged abuse, neglect or abandonment to the Florida abuse hotline. The Child Protective Investigator (CPI) addresses allegations of child abuse, child neglect, abandonment or other special circumstances that affect the health and safety of the children. The CPI interviews all family members, observes family interaction and the conditions of the home to make a preliminary determination of risk to the child(ren).

If the CPI needs access to the 24/7 services of crisis counseling or family preservation, access can be sought through the established referral process with the provider. If it is determined that resources can be provided to the family without jeopardizing the safety of the child, they will be made available.

When it is determined that the child can remain safely at home, in-home services will be provided to the family by KFF on a voluntary basis, when possible or court ordered, if necessary.

Services such as crisis counseling and preservation services, in home and group parenting services, prevention assistance funding, individual, group and family counseling will be offered to the family intending to ameliorate those situations that brought the family to the attention of the agency, including mental health and substance abuse services. The Family Services Counselor monitors the family until it is determined that the family no longer needs services and the case can be closed.

If it is determined that, for the child's safety, it is necessary that removal from the family unit take place, the CPI notifies the KFF Placement Coordinator to seek appropriate shelter care placement. When children are removed from their homes, all efforts are made to ensure that the placements made will allow children to stay connected to their community, near families, friends and schools. Each child who comes

into care has a medical evaluation within 72 hours. This evaluation will include a dental, vision, and hearing screening with a referral for necessary services. Each child in care has a case plan that is developed within 30 days. The case plan is designed to identify and target those areas that put the children at risk and provide effective services to reduce that risk so the child can safely return home. KFF makes needed referrals for the children and parents to assure each of their needs are addressed and parents receive services to assist them in meeting the goals established in their case plan. The FSC has regular contact with family members and service providers to monitor the family's progress and coordinate case management activities. Reports to the court are made in compliance with Florida Statute.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Don Martin	J.P. Morgan Chase
Roy Buncome	Buncome Technologies, Inc.
Mitchell Davis	Law Offices of Joseph F. Pippen, Jr. & Assoc. PL
Alaina Rankin	Regions Bank
Kyle Fresh	WJW Associates, LTD

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

KFF provides children protective supervision, foster care, case management, independent living, adoptions, licensing of foster homes and child placement services. Additionally KFF provides prevention services to families in Clay County to keep children safe and to prevent the need for more intensive services. KFF utilizes County Funding to help in the provision of the services above.

2. Describe the grant's target population and benefits received from the citizens of the County.

The target populations are at risk children and families in Clay County.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Professional staff at KFF hold degrees from accredited universities and colleges. Many are also certified and/or credentialed in specific areas. Family Service Counselors are certified through the State of Florida.

Irene Toto, the Chief Executive Officer, holds a Master of Science in Mental Health and is a Licensed Mental Health Counselor. Irene has been working in the non-profit field for 36 years and holds a certification in Non-Profit Management from Rollins College. Irene has been the CEO for KFF since 2005.

Joanne Robertson, the Chief Operating Officer, holds a Master degree in Social Work from Boston University and is a Licensed Clinical Social Worker. Joanne has worked in the non-profit field for over 31 years with a specific concentration in the field of child welfare for approximately 23 years. Joanne has been the COO for KFF since 2017.

Kevin Davidson, the Chief Financial Officer, holds a Bachelor of Science in Accounting and a Master of Business Administration. Kevin has worked in the non-profit social services field for 29 years. Kevin has been with KFF since 2005.

KFF utilizes volunteers in various capacities, primarily around activities and events for children. A number of community groups, churches and service organizations have focused on specific target groups of youth and families to benefit from their volunteer activities.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Finalize at least 50 adoptions.	Starting July 1, 2019 and finalized by June 30, 2020
To maintain a community based system of care providing foster care, independent living and child welfare services.	Ongoing review of programmatic success indicators via DCF review and monitoring. Meet with DCF, on a quarterly basis, to assess the scorecard and key measurements.

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

KFF is a participant in the State-wide monitoring of ten contract performance measures, three additional critical measures and the Florida State Families Network (FSFN) Data Trends. There are regular on site monitoring of a number of programmatic and fiscal indicators by DCF. There is daily submission of data into the statewide data system which tracks progress on all measures. There is an extensive internal QA program monitored by our QA Manager which tracks statewide indicators as well as internal indicators.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018 - 2019: \$9,849,473.00
Total projected revenue for Fiscal Year 2019 - 2020: \$10,280,307.00

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	\$45,000.00	\$45,000.00	0.46%	\$45,000.00	0.44%
Other Cities or Counties	-	-	0.00%	-	0.00%
State Funding	4,284,502.00	4,600,000.00	46.70%	4,800,000.00	46.69%
Federal Funding	4,694,929.00	4,960,000.00	50.36%	5,185,000.00	50.44%
Foundations	2,500.00	4,000.00	0.04%	4,300.00	0.04%
Program-Generated Revenue	184,542.00	205,000.00	2.08%	210,000.00	2.04%
Program-Specific Revenue	-	-	0.00%	-	0.00%
Individual, Church Donations	35,424.00	35,473.00	0.36%	36,007.00	0.35%
Total Revenue:	9,246,897.00	9,849,473.00	100.00%	10,280,307.00	100.00%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	3,182,371.85	45,000.00	3,137,371.85	1.41%
Fringe Benefits	636,474.37	-	636,474.37	0.00%
Personnel Sub-total:	3,818,846.22	45,000.00	3,773,846.22	1.18%
Operating Expenses				
Occupancy	301,500	-	301,500	0.00%
Communications	73,000	-	73,000	0.00%
Postage & Shipping	14,000	-	14,000	0.00%
Printing & Publication	4,000	-	4,000	0.00%
Equipment Rental & Maintenance	8,000	-	8,000	0.00%
Travel	115,000	-	115,000	0.00%
Professional Development / Training	80,000	-	80,000	0.00%
Office Supplies	17,000	-	17,000	0.00%
Computers & Equipment	8,000	-	8,000	0.00%
Prof. Services	26,000	-	26,000	0.00%
Dues & Accreditation	2,000	-	2,000	0.00%

Application is due no later than 4:00 pm Monday, March 11, 2019

Temporary Employment	3,000	-	3,000	0.00%
Furniture / Equipment	10,000	-	10,000	0.00%
Recruitment	10,000	-	10,000	0.00%
Background Screenings	37,000	-	37,000	0.00%
Professional Services	30,500	-	30,500	0.00%
Vehicles	12,000	-	12,000	0.00%
Insurance	115,000	-	115,000	0.00%
Janitorial / Maintenance	15,000	-	15,000	0.00%
Storage	15,000	-	15,000	0.00%
Contracted Services	375,000	-	375,000	0.00%
Misc / Other Administration	33,000	-	33,000	0.00%
Foster, Group Homes, Adoptive	4,250,000	-	4,250,000	0.00%
Children Mental Health Services	95,051	-	95,051	0.00%
Family Preservation	57,797	-	57,797	0.00%
Family Support	29,059	-	29,059	0.00%
Visitation Reunification Services	30,246	-	30,246	0.00%
Adoption Services	11,308	-	11,308	0.00%
Other Client Services	555,000	-	555,000	0.00%
Prevention Services	40,000	-	40,000	0.00%
Foster Care Training / Pre-service	5,000	-	5,000	0.00%
Life Skills	1,000	-	1,000	0.00%
Safety Mgt Services	5,000	-	5,000	0.00%
Unallowable	30,000	-	30,000	0.00%
In- Kind	20,000	-	20,000	0.00%
Depreciation	20,000	-	20,000	0.00%
Fundraising	6,000	-	6,000	0.00%
Bank Charges	2,000	-	2,000	0.00%
Operating Expenses Sub-total:	6,461,461	-	6,461,461	0.00%
Total Expenses	10,280,307	45,000	10,235,307	0.44%

3. Is County funding a mandated requirement? No
If yes, please explain requirement:

4. Schedule of Positions: 77
% of Budget Allocated to Administration: 6.0%

Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service / ICPC Counselor	1	44,912.12	46,708.60	47,642.78	2%
Family Service / ICPC Counselor	1	39,338.32	40,911.85	41,730.09	2%
Family Service / ICPC Counselor	1	40,430.94	42,048.18	42,889.14	2%
Family Service / ICPC Counselor	1	40,430.94	42,048.18	42,889.14	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	39,140.00	40,705.60	41,519.71	2%
Family Service Counselor	1	39,140.00	40,705.60	41,519.71	2%
Program Director	1	54,590.00	56,773.60	57,909.07	2%
Program Director	1	68,711.86	71,460.33	72,889.54	2%
Program Director	1	55,000.00	56,784.00	57,919.68	2%
Records Specialist	1	20,800.00	21,632.00	22,064.64	2%
FSFN Accounting Coordinator	1	42,774.09	44,485.05	45,374.75	2%
Quality Assurance Supervisor	1	43,496.90	45,236.78	46,141.51	2%
Quality Assurance Coordinator	1	39,253.30	40,823.43	41,639.90	2%
Quality Assurance Coordinator	1	35,000.00	36,400.00	37,128.00	2%

Data Analysis	1	64,334.13	66,907.50	68,245.65	2%
Contract Manager	1	35,000.00	36,400.00	37,128.00	2%
Family Team Conference Coordinator	1	47,239.92	49,129.52	50,112.11	2%
Administrative Assistant	1	29,399.30	30,575.27	31,186.78	2%
Transporter Supervisor	1	32,864.00	34,178.56	34,862.13	2%
Administrative Assistant	1	31,904.84	33,181.03	33,844.65	2%
Clerical Support	1	29,800.78	30,992.81	31,612.67	2%
Family Support Worker	1	21,112.00	21,956.48	22,395.61	2%
Family Support Worker	1	32,177.14	33,464.23	34,133.51	2%
Family Support Worker	1	28,581.12	29,724.36	30,318.85	2%
Family Support Worker	1	10,400.00	29,724.36	30,318.85	2%
Placement Coordinator	1	47,476.00	49,375.04	50,362.54	2%
License Counselor	1	42,828.93	44,542.09	45,432.93	2%
License Counselor	1	38,147.00	39,672.88	40,466.34	2%
License Counselor	1	38,147.00	39,672.88	40,466.34	2%
Rev Max Specialist	1	26,650.00	27,716.00	28,270.32	2%
Rev Max Specialist	1	26,650.00	27,716.00	28,270.32	2%
Rev Max Coordinator	1	27,040.00	29,120.00	29,702.40	2%
Rev Max / Clinical Supervisor	1	43,339.25	45,072.82	45,974.28	2%
Independent Living Supervisor	1	52,563.99	54,666.55	55,759.88	2%
Independent Living Counselor	1	37,080.00	38,563.20	39,334.46	2%
Program Support Coordinator	1	41,200.00	42,848.00	43,704.96	2%
FSC Certification Coordinator	1	43,496.90	45,236.78	46,141.51	2%
Family Finder	1	44,577.99	46,361.11	47,288.33	2%
Safety Services Coordinator	1	40,545.35	42,167.16	43,010.51	2%
Safety Services Supervisor	1	48,000.00	49,920.00	50,918.40	2%

Maintenance Worker	0.5	8,190.00	13,520.00	13,790.40	2%
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* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

KFF will utilize county funding to help subsidize the staff salaries for those who are providing children protective supervision, foster care, case management, independent living, adoption, licensing and placement services.

Note: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

100% of the grant funding goes to support direct program service staff.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit your completed application **no later than 4:00 PM Monday, March 11, 2019** to:

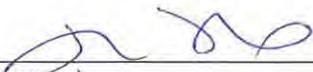
Clay County Board of County Commissioners
 Attn: Budget Office
 PO Box 1366
 477 Houston Street, 4th Floor
 Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

Executive Director

Irene M. Toto

(Type Name)



(Signature)

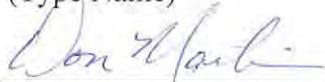
3/8/19

(Date)

Board Chair

Don Martin

(Type Name)



(Signature)

3/8/19

(Date)

RECEIVED
PURCHASING DIVISION

2019 MAR 11 AM 9:08

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: _____

Kids First of Florida

**Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020**

A. Applicant Information:

Applicant Name: Quigley House, Inc.		
Physical Address: 3373 U.S. Hwy 17 Green Cove Springs, FL 32043		
Mailing Address: P.O. Box 142	City/State: Orange Park, FL	Zip: 32067-0142
Phone: 904-284-0340 x315	Fax: 904-284-7650	
Website: www.quigleyhouse.org	Federal Tax ID#: 59-2935027	
Executive Director: Anadelle Martinez-Mullen		
Primary Contact: Anadelle Martinez-Mullen	Title: Chief Executive Officer	
Email: amartinez@quigleyhouse.org		
Amount Requested: \$70,170	Amount Awarded (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	Our Mission is to provide advocacy and empowerment to victims of domestic violence and sexual assault while providing community education to heighten awareness.
Goals:	<ol style="list-style-type: none"> 1. Our number one priority is victim safety. Emergency shelter, the 24-hour hotline, and other core services are designed to provide safety and meet the immediate, basic needs of victims and their children. 2. We aim to break the generational cycle of violence through awareness and prevention efforts. Our goal is to challenge the mindset and behaviors that promote violent relationships, make the public aware of our free services, and influence how others respond/report incidents of domestic and/or sexual violence. 3. Wrap around services such as case management, legal assistance, and economic justice advocacy reduce barriers survivors face when escaping abuse. Our goal is to give survivors the tools to live stable and self-sufficient lives while decreasing future incidents of violence.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

Domestic Violence is a critical issue in Clay County, Florida. One-third of violent crimes in our county are domestic related and while crime is down overall, incidents of domestic violence and sexual assault remain the same. Quigley House is the only certified Domestic Violence and Sexual Assault Center for residents in Clay County. We understand the complex needs that victims of domestic/sexual violence present and are best positioned to meet those needs. Quigley House's mission is to provide advocacy and empowerment to victims of domestic violence and sexual assault while providing community education to heighten awareness.

Quigley House is a trusted partner in North Florida. Our organization has served thousands of victims of domestic violence for nearly 30 years, and victims of sexual assault for 21 years. In 2018, we provided safe shelter to 271 victims and their children and served an additional 1,000 individuals through outreach programs. Pets are welcome too, allowing the entire family to be safe. Quigley House often operates at or near capacity year round with an average stay of 3 ½ weeks. Specially trained staff and volunteers provide advocacy and accompaniment to survivors of sexual assault 24/7 as well. Last year, staff provided 1,264 hours of sexual assault counseling and accompanied survivors in 38 forensic medical exams. All services are free and confidential. At Quigley House, we believe in taking a collective stand to end domestic violence and sexual assault in our community. To that end, we reach tens of thousands of individuals through community education and professional trainings each year.

Quigley House provides the following free services to victims of domestic violence and/or sexual assault:

- ***24 Hour Emergency Shelter-** Domestic violence victims and their families may stay in shelter anywhere from a few days to eight weeks or longer depending on the case. This service has been offered for 30 years.
- ***24-Hour Crisis Hotline-** Staffed by trained advocates who provide crisis intervention, safety planning, and information and referral to primary and/or secondary victims of domestic violence. This service has been offered for 30 years.
- **Individual and Group Counseling-** In-shelter as well as outreach (in the community) counseling is offered to victims of domestic violence and sexual assault, helping survivors understand the dynamics of power and control. This service has been offered for 30 years.
- ***Advocacy -** Advocates are responsible for meeting participant's immediate needs- safe shelter, food, clothing, necessities. In addition to meeting basic needs, Advocates offer the emotional support that facilitates healing. Advocates also answer the hotline and engage in safety planning. This service has been offered for 30 years.
- ***Victim Advocacy-** Victim Advocates may be located at the courthouse, shelter, or outreach center. Advocates assist victims of domestic violence and sexual assault in obtaining services from social service agencies, legal and judicial system, medical and educational personnel, as well as from social service agencies. The Victim Advocate provides service management, counseling, advocacy, support, crisis intervention, safety planning, lethality assessment, and follow up services to Quigley House adult clients and their families. Victim Advocates also help survivors secure safe, affordable

housing through the ESG (Emergency Solutions Grant-Rapid Rehousing) program. Advocacy has been offered for 20 years and the ESG program for 5 years.

- ***Sexual Assault Advocacy-*** Trained advocates are available, 24 hours a day/365 days a year, to provide on-the-scene advocacy, crisis intervention, and support after a sexual assault report. This service has been offered for 20 years.
- ***Injunction for Protection Project Attorney-*** the Attorney provides legal counseling and represents domestic violence victims so they may obtain injunctions for protection against violence from their abusers. This service has been offered for two years.
- ***Economic Justice-*** Clients receive access to training and resources in order to address the economic conditions that create barriers to long-term independence and safety of survivors and their children. This service has been offered for two years.
- ****Child Assessment and Counseling-*** Each child in shelter receives an assessment to evaluate their needs and the most appropriate support services. Our Child Advocate engages children in healing activities, teaches coping and conflict resolution skills, and helps them create a plan to stay safe upon leaving shelter. The Child Advocate also works in the community to educate others on healthy relationships. The Child Advocacy and Counseling programs have been provided for 24 years.
- ***Primary Prevention Program-*** We believe in taking a collective stand as a community to prevent domestic violence before it begins. Primary prevention strategies introduce values and ways of thinking that promote healthy, non-violent relationships. Staff and volunteers work with children in early learning centers through college students. In February 2019, staff visited 11 Clay County Junior High and High Schools for Teen Dating Violence Prevention Awareness. Nearly 1,200 students pledged to maintain healthy relationships free from violence. This program has been provided for 10 years.
- ***Community Education-*** Quigley House also delivers professional trainings to law enforcement officers, members of the judicial system, medical personnel and others who come into contact with victims of domestic violence and/or sexual assault. Staff members also participate in events to promote awareness of our services. Quigley House has provided Community Education Services for 30 years.
- ***Case Management-*** Each participant works with a Victim Advocate to assess needs, coordinate services, and develop an individualized plan. Participants receive information and referral to the appropriate agencies for housing assistance, WAGES/TANF benefits, job training, etc. Quigley House has provided case management services for 30 years.
- ***Sexual Assault Center*** –Certified by the Florida Council Against Sexual Violence (FCASV), Quigley House’s Sexual Assault Center is the only certified provider of sexual assault services in Clay County. A Sexual Assault Counselor is available on-call 24-hours a day, 365-days a year to respond to the health and advocacy needs of victims upon sexual assault. Staff respond to calls in the field, work with local law enforcement, contact the licensed physician and Sexual Assault Nurse

Examiner, stay with the victim throughout the forensic exam, and provide continued support through advocacy and counseling. This service has been offered for 6 years.

- **Pet Shelter** – An on-site Pet Shelter Program with a 10-run dog kennel and a 160sft. small animal facility allows victims to bring their pets with them as they seek refuge from abuse. Our program is one of only a few such programs in the State of Florida! This service has been offered for 10 years.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Kathy Hester	RN, Supervisor of Nursing Orange Park Medical Center, HCA Healthcare
Jerry Coxen, Jr.	Investigations, Public Defenders Office
David Mullennix	Criminal Investigator, Public Defenders Office
Shannah Kosek	Supervisor, Adult & Community Education, Clay County School District
Raynetta Marshall	Engineer, JEA
Wayne McKinney	Chief of Support Services Division, Clay County Sheriff's Office
Lorin Mock	Acting County Manager
Esther Nichols	CPA, The Nichols Group
Janie M. Simpson	Licensed Clinical Social Worker, Retired
Nancy Edelenbos	Retired Nurse
Billi West	Branch Manager, Network Funding Business Owner
Latanya Peterson	Consultant

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

Victim Advocates may be housed at the courthouse, shelter, or outreach center. Victim Advocates meet with and evaluate the needs of clients served by Quigley House and throughout the community. They provide crisis intervention, case management, safety planning, and referrals to other service providers. Understanding that victims may be intimidated by the judicial system and unsure of options available to them, the advocate plays an important role guiding clients through the legal process. Advocates may assist victims with filing injunctions

for protection, accompany them to court proceedings for support, or help them file victim's compensation claims. Quigley House's attorney and Victim Advocates work closely with the Clerk of Courts and the State Attorney's Office. In FY2017-2018, Victim Advocates provided 1,484 advocacy hours.

The **Child Advocacy Program** provides healing activities for children sheltered at Quigley House. The Child Advocate leads individual and group sessions with topics including how to employ strategies to stay safe, conflict resolution, and setting healthy boundaries. The Child Advocate also leads activities for the children while their parent participates in group counseling. Each child receives an assessment to identify their needs and provide referrals if needed. In FY 2017-2018, the Child Advocate provided 207 child assessments.

Sexual Assault Therapy- We hope to expand our therapy services offered by the Sexual Assault Center. We seek to fund a part-time Therapist to reduce trauma and long-term consequences following an assault.

We are truly grateful for Clay County Government's partnership and dedication to the Sexual Assault Center. Since Quigley House began providing forensic medical exams for the county, we have witnessed a growing demand for services. In 2017, the Florida Dept. of Law Enforcement reported 133 incidents of sexual assault and 41 incidents within the context of domestic violence. CCSO reported a rise in both sexual assault and domestic violence reports in 2018. Last year, staff conducted 38 forensic medical exams and provided over 1,200 counseling hours. In an effort to enhance services offered, we added a support group specifically for teen survivors of sexual violence. Quigley House provides the following services for survivors of sexual assault.

Core Services

1. 24/7 hotline services
2. Information and referral
3. Crisis intervention
4. Advocacy and accompaniment services
5. Community awareness
6. System coordination

Enhanced Services

1. Support groups/personal growth groups
2. Therapy
3. Prevention/risk reduction education
4. Medical intervention/forensic evidence collection

2. Describe the grant's target population and benefits received from the citizens of the County.

Quigley House primarily serves Clay County victims of domestic violence and sexual assault. Last year, 95% of clients were Clay County residents. At times, we do provide shelter to victims outside the county when nearby shelters reach capacity or if deemed safer to leave their own community. We always keep a room available for Clay County residents. Quigley House services are available to all individuals without discrimination. In FY2017-2018, we served 81% female and 19% males; 67.4% White, 18.5% African American, 8.2% Hispanic or Latino, .6% Asian American, .2% American Indian, 5% Other.

Additionally, of those we served in 2018, 28% were under the age of 18, 11% were ages 18-24, 59% were ages 25-59, and 2% were older than 60. Approximately half of participants in shelter were children.

Typically, individuals have exhausted all other options when they turn to us for services. Once a person enters shelter, additional needs are usually identified. Victim Advocates are able to help victims in a number of ways that lead to independence and self-sufficiency, for example, securing a job and affordable housing. The needs for safe housing and economic resources to maintain housing are the two most pressing concerns amongst individuals leaving abuse. Offering emergency shelter reduces the number of displaced or homeless families, as domestic violence is the leading cause of homelessness for women. With support from our partner organizations and donors, we are able to provide all basics needs, such as food, clothing, personal items, diapers, and over-the-counter medications. Participants in shelter and outreach also receive vouchers to the Thrift Store for clothing and other household items. We offer transportation to job interviews, medical appointments, and counseling. The Child Advocacy program allows children who have witnessed and felt the stress of domestic violence in their life a chance to heal. When victims and their children are able to live and work without fear and interference from their abuser, the result is a more stable workforce and healthier community.

Studies show that domestic and sexual violence has an enormous economic impact. According to a study by the Center for Disease Control and Prevention, the cost of intimate partner violence exceeds \$5.8 billion each year, \$4.1 billion of which is for direct medical and mental health services. After homicide, sexual violence is the most costly violent crime in the U.S., costing \$151,423 per incident (DeLisi, et al., *The Journal of Forensic Psychiatry & Psychology* Vol. 21, No. 4, August 2010). Sexual violence survivors experience reduced income in adulthood as a result of victimization in adolescence with a lifetime income loss estimated at \$241,600. Sexual abuse also interferes with an individual's ability to work. Fifty percent of sexual violence victims had to quit or were forced to leave their jobs following an assault.

Early intervention can mitigate costs and consequences. A 2006 study found that when victims receive advocate-assisted services following assaults, they receive more referrals and services and experience less trauma and psychological distress. Survivors with advocates are 59% more likely to have police reports taken than survivors without advocates, whose reports were only taken 41% of the time. Supportive interventions and therapy help prevent complex, long term health and mental health struggles among survivors.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Victim Advocate

Qualifications: BA in human services field with experience in crisis intervention and working with victims of domestic violence preferred. AA or equivalent considered with at least two years applicable experiences. HS diploma or GED considered with at least four years applicable experience preferably working in a certified domestic violence center. The Victim Advocate receives Core Competency Certification from the

Florida Coalition Against Domestic Violence and Advocacy Core Training from the Florida Council Against Sexual Assault.

Responsibilities include:

- Direct services to shelter and/or adult domestic violence and/or sexual assault clients. Services include case management, crisis intervention, legality assessment, safety planning, advocacy, information and referral, and assistance filing victims' compensation.
- Contact and follow-up with referral providers to ensure that victims' needs are being met.
- Participate in coordinated community response meetings and other related community support meetings to further implement services for victims. Network with referral sources and other service providers as appropriate.
- Assists victims with completing, filing, and obtaining an IFP as well as support, preparation and accompaniment to civil court hearings.
- Provides support, preparation and accompaniment for victims regarding criminal court hearings as well as obtaining services from the State Attorney's Office.
- Preserves integrity and quality of client service programs by maintaining accurate and thorough statistics and records of domestic violence and sexual assault client services and staff activities.
- Participates in community education presentations and/or public relations events promoting Quigley House services and domestic violence education/prevention programs.

Child Advocate

Qualifications: Minimum high school diploma; two years of college preferred. Child Advocate must have experience in working with children. Completion of advocacy training required within three months of hire. Child Advocate must be certification in first aid and C.P.R. Child Advocate receives Core Competency Certification from the Florida Coalition Against Domestic Violence and Advocacy Core Training from the Florida Council Against Sexual Assault.

Responsibilities include:

- Coordinates basic needs assessment, intervention, and supportive counseling services for children.
- Provides guidance and counseling services in a group setting to children in shelter.
- Provides evening activities to children in shelter through educational and recreational activities to include but not limited to, tutoring, birthday parties, and holiday events.
- Maintains contact with child's counselor and parent regarding their behavior, progress, and notes any concerns.

Sexual Assault Therapist

Quigley House seeks to fund a part-time Licensed Therapist. Qualifications include:

- Minimum of a Master's Degree in psychology, social work, or related area. State of Florida License or license eligible: LCSW or LMHC. Clinical experience with emphasis on domestic violence or sexual assault is preferred.
- Knowledgeable about the principles of sound therapeutic practices with survivors of sexual violence, working with the continuum of sexual violence services.

- Evidence of using therapeutic practices including alternative/holistic methods of healing from trauma.
- Completion of ACT (Advocacy Core Training) training from the Florida Coalition Against Sexual Violence
- *Therapy is a Direct Service Standard for certification through the Florida Coalition Against Sexual Violence

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Hire Sexual Assault Therapist	Q1
Provide 400 sexual assault counseling hours	Ongoing- total by the end of FY2019-2020
Provide shelter to 260 individuals.	Ongoing- total by the end of FY2019-2020
Provide 1,000 domestic violence counseling hours	Ongoing- total by the end of FY2019-2020
200 children served by Child Advocate	Ongoing- total by the end of FY2019-2020
Assist 120 clients with filing for Victims Compensation	Ongoing- total by the end of FY2019-2020
Provide 1,200 units of Information and Referral to other services, supports, and resources (including legal, medical, and other social services)	Ongoing- total by the end of FY2019-2020
97% of adult victims in shelter more than 72 hours will have a safety and security plan when they leave shelter.	Ongoing
97% of adult survivors leaving emergency shelter will have a case management in place.	Ongoing
20% of adults leaving emergency shelter will receive housing assistance.	Ongoing

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

At Quigley House, our first responsibility is to the victim. We provide the necessary services to guide domestic violence and sexual assault victims through the healing process while respecting each individual’s wishes and needs. Successful completion is difficult to measure for some of our services. We measure our success by the successes of our clients. These can include: calling the crisis hotline in the first place (which takes a lot of courage), finding a job, relocating, pursuing legal and criminal charges, or regular attendance at support groups.

Program success is measured through various means. These may include follow-up surveys and questionnaires. Participants are asked to fill out a survey; once the survey is complete the survey is placed in a sealed envelope and placed in the CEO's mailbox.

Participants are asked:

1. If they felt safe and their confidentiality was maintained.
2. If they developed strategies to enhance safety.
3. If they gained knowledge of community resources.

We measure the effectiveness of our Child Advocacy Program through exit surveys. Each resident leaving the shelter completes an exit survey, which includes the following questions:

- a. My child seems less angry and less easily upset
- b. I have noticed my son(s) or daughter(s) are getting along better with others
- c. My child has benefited from counseling
- d. The Child Advocate related well to my child
- e. I felt comfortable talking about my child

We report monthly activities and progress to our certifying agencies, funders, and the Board of Directors. Each program participant and unit of service is tracked. Staff also track the number of presentations/professional trainings to measure our reach in the community.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: \$1,922,963

Total projected revenue for Fiscal Year 2019-2020: \$2,037,791

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	\$44,235	\$51,412	2.67%	\$70,170	3.44%
Local: United Way	\$77,345	\$74,694	3.88%	\$72,500	3.56%
State Funding	\$429,245	\$499,179	25.96%	\$551,412	27.06%
Federal Funding	\$609,211	\$811,998	42.23%	\$903,009	44.31%
Foundations	\$115,731	\$159,880	8.31%	\$112,000	5.5%
Program-Generated Revenue-Fundraising	\$61,151	\$58,000	3.02%	\$60,000	2.94%
Program-Specific Revenue-Alternatives	\$22,325	\$0	0%	0	0%
Program-Specific Revenue-Public Contributions	\$77,294	\$70,300	3.66%	\$69,700	3.42%

SAC-Victim's Compensation	\$3,000	\$3,500	.18%	\$3,500	.17%
Interest Income	\$4,845	\$5,000	.26%	\$5,500	.27%
Thrift Store	\$210,281	\$189,000	9.83%	\$190,000	9.32%
Total Revenue:	\$1,654,573	\$1,922,963	100%	\$2,037,791	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	\$1,303,965	\$55,123	\$1,248,842	4.23%
Fringe Benefits	\$182,555	\$15,046	\$167,509	8.24%
Personnel Sub-total:	\$1,486,520	\$70,169	\$1,146,351	4.72%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	\$114,000	\$0	\$114,000	0%
Telephone (Shelter/Admin only)	\$50,000	\$0	\$50,000	0%
Postage & Shipping	\$2,000	\$0	\$2,000	0%
Printing & Publication	\$1,500	\$0	\$1,500	0%
IT Computers/ Equipment/Maintenance	\$59,771	\$0	\$59,771	0%
Property/Liability Insurance	\$42,000	\$0	\$42,000	0%
Professional Development	\$10,000	\$0	\$10,000	0%
Office Supplies	\$15,000	\$0	\$15,000	0%
Professional Services(Legal/Accounting)	\$19,000	\$0	\$19,000	0%
Education & Prevention, Website	\$1,500	\$0	\$1,500	0%
Direct Client Expenses (Food & Consumables)	\$75,000	\$0	\$75,000	0%
Security/Fire Monitoring	\$5,000	\$0	\$5,000	0%
Sexual Assault Center	\$55,000	\$0	\$55,000	0%
Thrift Store (excluding salaries)	\$70,000	\$0	\$70,000	0%
Dues (subscriptions, licenses, fees)	\$8,000	\$0	\$8,000	0%
Fundraising Expenses	\$20,000	\$0	\$20,000	0%
Other	\$3,500	\$0	\$3,500	0%
Operation Expenses Sub-total:	\$551,271	\$0	\$551,271	0%
Total Expenses	\$2,037,791	\$0	\$1,967,622	3.44%

3. Is County funding a mandated requirement? YES X NO

If yes, please explain requirement:

In addition to funding these three key positions, many of our Federal grants require us to supply "Matching" funds in order to receive federal funding. The Clay County grant serves as matching funds to fulfill the matching requirement needed to secure federal funds.

4. Schedule of Positions: **35.83 FTE**

% of Budget Allocated to Administration: **16.1%**

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
CEO	1.0	\$111,834	\$99,000	\$101,970	3.00%
Administrative Assistant	1.0	\$ 37,886	\$38,688	\$39,850	3.00%
Receptionist	1.0	\$ 13,842	\$25,709	\$26,480	3.00%
Director of Shelter Services	1.0	\$49,755	\$50,000	\$51,500	3.00%
Resident Advocates	8.0	\$105,787	\$174,710	\$214,823	22.96%
Victim Advocates	2.0	\$41,061	\$59,906	\$58,675	3.11%
CPI Advocate	1.0	\$21,441	\$31,200	\$32,135	3.00%
Child Advocate	1.0	\$23,031	\$28,080	\$29,900	2.92%
Lead Victim/Resident Advocate	1.0	\$41,492	\$32,760	\$32,760	0%
Community Education Specialist	1.0	\$19,615	\$29,120	\$30,000	3.02%
Maintenance Coordinator	1.0	\$20,935	\$24,960	\$25,700	2.96%
Director of Sexual Assault Services	1.0	\$45,943	\$50,000	\$52,000	4%
Sexual Assault Advocates (1 FT + weekend on call)	1.3	\$32,742	\$31,200	\$32,100	2.88%
Sexual Assault Therapist	1.0	\$0	\$0	\$26,000	0%
Sexual Assault Counselor	1.0	\$ 34,665	\$34,840	\$34,840	0%
Finance Director	1.0	\$52,130	\$54,080	\$53,560	-9.6%
IFP Attorney (Injunction for Protection)	1.0	\$ 62,143	\$68,202	\$70,240	2.99%
IFP Paralegal	1.0	\$0	\$37,440	\$37,440	0%
Economic Justice Advocate	1.0	\$35,771	\$ 36,067	\$37,150	3.00%
Finance Assistant	1.0	\$ 41,475	\$40,560	\$39,100	-3.60%
Outreach Advocate	1.0	\$ 19,688	\$34,320	\$35,350	3.00%

Volunteer Coordinator	1.0	\$37,692	\$29,994	\$30,850	2.85%
Development Asst./Grant Compliance Specialist	1.0	\$ 20,831	\$29,120	\$29,950	2.85%
Development Director	1.0	\$48,012	\$52,000	\$53,560	3.00%
Thrift Store Staff	3.5	\$ 104,388	\$125,274	\$129,032	3.00%%
Total	35.83	\$ 1,012,158	\$1,214,230	\$1,303,965	7.39%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

The Clay County Grant provides funding for three very key positions in the organization – the Child Advocate, one of our two Victim Advocates and a part-time Sexual Assault Therapist. The Child Advocate works with children living in shelter and offers structured healing activities and counseling to learn better ways to cope with life than the violent and abusive environment they came from. The Victim Advocate is responsible for providing Quigley House Courthouse-based and Outreach services, including safety planning, crisis intervention and assisting victims of domestic violence and sexual violence in obtaining services from the legal and judicial system as well as social service agencies, and serves as liaison with the judicial system. The Sexual Assault Therapist is responsible for providing professional trauma informed, psycho-educational counseling and/or crisis intervention to individuals and family members who are survivors of domestic violence and/or sexual assault.

Note: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
76.3% of funding goes to Programming; 23.7% to Administration

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- IRS tax-exempt letter confirming 501(c)(3) nonprofit status
- most recent Solicitation License; if exempt, submit exemption letter
- Certificate of Liability Insurance
- most recent IRS income tax return (Form 990)

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application no later than 4:00 PM Monday, March 11, 2019 to:

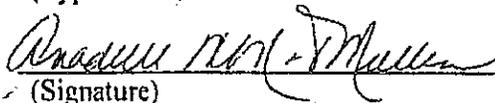
Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

Executive Director

Anadelle M. Martinez-Mullen

(Type Name)



(Signature)

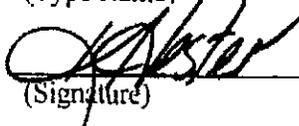
03/11/2019

(Date)

Board Chair

Kathryn Hester

(Type Name)



(Signature)

03/11/2019

(Date)

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PURCHASING DIVISION

2019 MAR 11 PM 2:49

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: _____

**Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020**

A. Applicant Information:

Applicant Name: Clay Behavioral Health Center, Inc. (CBHC)		
Physical Address: 3292 County Road 220, Middleburg, FL 32068		
Mailing Address: 3292 County Road 220	City/State: Middleburg	Zip: 32068
Phone: 904-291-5561	Fax: 904-291-5575	
Website: www.ccbhc.org		Federal Tax ID#: 59-2219317
Executive Director: Irene M. Toto, LMHC		
Primary Contact: Tina M. Swathwood	Title: Director of Business Operations	
Email: Tina.Swathwood@Firstinclay.org		
Amount Requested: \$400,000	Amount Awarded (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	Mission Statement: Clay Behavioral Health Center is dedicated to improving the quality of life for Clay County residents by providing affordable mental health and substance abuse services through a comprehensive community-based approach to care. Vision Statement: Building a Healthier Community, One Life at a Time.
Goals:	1. Create and sustain healthy communities that support prevention and wellness in areas where people live, learn, work and play. Streamline services and reduce barriers to services.
	2. Advocate for increased access to behavioral health services, adequate funding and a place in the overall continuum of healthcare services. Maximize agency resources and maintain fiscal responsibility.
	3. Increase community awareness of behavioral health issues.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

ACCESS/EMERGENCY SERVICES

- * **Crisis Intervention** – Triage and/or referral for people experiencing mental health and substance abuse problems can be obtained by dialing 904-291-5561 x 5002, 24 hours a day. Walk in intervention is also available Monday-Friday, during regular business hours. (31+ years)
- * **Intake/Admission Screening** - Assessment for services and financial assistance to pay for services can be obtained on walk in basis Monday through Friday. The Agency also offers Open Access allowing individuals to walk in without an appointment and be seen by a counselor, based on availability, Monday through Friday 8:00am – 4:00 pm. If a counselor is not available, an appointment will be scheduled for an intake. (31+ years)
- * **Mobile Response Team** – CBHC recently became the provider of Mobile Crisis Services to individuals up to age 25 who live in Clay County and are experiencing a mental health crisis. Services available 24/7 365 days a year with a 60-minute response time. CBHC is coordinating crisis response in collaboration with community partners including the Clay County School District and local law enforcement. (in implementation phase)

MEDICAL SERVICES

- * **Medication Management** – CBHC provides Psychiatric Evaluations and Medication Management follow-up services for Clay County residents who have mental health or behavioral illnesses that require medication. These services are provided by a staff of licensed Psychiatrists, Physicians, Nurse Practitioners, Registered Nurses, and Certified Medical Assistants. This also includes injections, prior authorizations, and collaboration/coordination with other programs and organizations. For example, case management services, outpatient counseling services, substance abuse services, Clay County schools, Clay County jail system, and other community wide organizations.

CBHC has several programs to assist clients who are low income or uninsured in obtaining costly psychotropic medications which they can't afford or have access to. The **Indigent Drug Program (IDP)** obtained through our state contract for over 30 years, provides access to over \$50,000 annually for discounted psychotropic medications. The **Patient Assistance Program** provides needed medications through drug companies that offer medications to these clients through an application process. Approximately 100 county residents are participating currently. They are receiving over \$800,000 annually in psychotropic medications from this particular program. **Americares** is a program which provides donated medications to medical providers. CBHC applied for membership in 2015 when psychotropic medications were added to the available stock. These medications are available to any one of our approximately 1500 active medication management clients that exhibit the need.

- * **Health Matters** - SAMHSA grant funded program to provide Integrated Health Care in a behavioral health setting. Our program provides primary care 40 hours per week at our County Road 220 location in Middleburg. Also, through the grant, we provide groups and classes in order to promote health and wellness. Target participation of 101 clients was met for year one as well as 248 for year two. We currently have met and exceeded our third-year goal of 387 participants. The goal is to improve client outcomes based on treating the person as a whole person; integrating mental and physical health while providing support and coping skills, not just treating isolated symptoms. Grant will end September 30, 2019. We will provide transition services to our clients linking them with primary care providers in the community to continue to promote and integrate physical health with their psychological wellbeing. (5 years)

CLINICAL SERVICES

Intensive Family Services

- * **In-home Family Counseling and Reunification** – Program provides prevention, intervention, preservation, and treatment services to high risk families involved with the child welfare system. These families have had children removed from the home due to abuse and neglect or are at risk of having their children removed. Services are individualized and may be provided in home or out of home depending on the family's needs. The goal of services is to preserve and/or reunify families. The client is successfully discharged upon completion of their treatment plans goals which are developed with the child, family, and clinician. (12 years)
- * **Trauma-Informed Care** – Certified Trauma Professionals available to assist in providing treatment to children and adults in Clay County who are experiencing a traumatic event. Trauma Clinicians participate with DCF, Kids First of Florida and Law Enforcement. Crisis Intervention services available to those experiencing an immediate traumatic event such as but not limited to – death of a parent, death of a child, fire, suicide, etc. The client is successfully discharged upon completion of their trauma informed treatment plans goals which are developed with the child, family, and clinician; utilizing trauma focused cognitive behavioral therapy. (7 years)
- * **In-home Parenting Education and Support** - Preventative services for parents who are at risk of losing their children or are requesting more skills to better parent their children in their home utilizing evidenced based practices. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (11 years)
- * **Parenting Co-parenting-** Program to assist parents who are not living together but co-parenting their children. Services are provided to each parent individually in an environment that is comfortable to them. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (6 years)
- * **Parenting In-jail-** Program provides evidenced based services to a parent who is in jail and in need of parent education, sessions occur at the jail. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (6 years)
- * **Parenting Group-** Treatment services for parents who have lost custody of their children and are in need of an evidenced based parent education program. Program meets in an office setting. Upon completion and active engagement of entire six parenting groups participants will receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (22+ years)
- * **Therapeutic Visitation-** Court ordered visitation with a master's level clinician. Sessions are driven by the child's willingness to share and process feelings regarding removal or lack of contact with the guardian. Three therapeutic visitations are given and then a letter regarding clinical recommendations are given to the CPI/FSC. (3 years)

Adult Community Based Services

- * **Psychosocial Rehabilitation** – Intensive outpatient program for adults with serious and persistent mental illness, focuses on independent living, pre-vocational and coping skills. (30+ years)

- * **Life Skills** – Structured education and counseling curriculum to develop coping/emotion regulation, communication and interpersonal skills. Evidence based treatment - utilizing the Dialectical Behavioral Therapy model. (23+ years)
- * **Lombard Apartments Supported Housing** – Four apartments able to house eight clients who are receiving case management services and who have an income to support independent living. (22+ years)
- * **Vocational Services** – Support in finding, maintaining and keeping competitive employment. Includes job coaching and on-call support to clients and employers. The vocational program has two contracts with the Department of Education (VR) for Supported Employment and Employment Services. (23 years)
- * **Drop-in Center** – Consumer-run peer support, providing social and recreational opportunities for clients during non-treatment hours. (27+ years)
- * **Adult Crisis Alternative Program (ACAP)** – A short-term community-based alternative to hospitalization for people with mental illness. Designed to serve clients who are in need of respite services to avoid the need for more restrictive and intensive interventions. The service may also be utilized by individuals who have been hospitalized for psychiatric care, and are now ready for a less restrictive setting, but not ready to be discharged home. It is a six-bed adult facility with 24-hour staff. Performance indicators for most recent quarter show that 95% of persons receiving services will not require a higher level of care within 30 days of admission, and 95% of persons served will achieve an increased level of functioning from admission to discharge. (15 years)
- * **Unashamed** – Overcoming victimization of sexual abuse. Unashamed is a 12-week program that meets weekly. Information covered will include: effects of victimization; emotions; identifying personal strengths; learning coping skills; understanding ambivalence; managing intrusive thoughts; the psychobiology of trauma; establishing boundaries; and building self-esteem. Participants can obtain individual counseling as a part of the group. (2 year)
- * **The Loss/Grief Group** - This is a 10-week group that meets weekly at the Knight Boxx location. This group will serve adult men and women who have experienced a grief or loss issue, such as loss of job, limb, health, loved one, home, divorce, and so forth. The information covered will include the following: dealing with loss; exploring myths about grief; learning about the differences between mourning and grieving; identifying supports; increasing self-care; developing coping skills; and starting the recovery journey. Participants may obtain individual counseling as a part of the group. The group is “open” for two sessions then closes though clients may still be referred and will be seen individually until the new group cycle opens. (2 years)
- * **After Life Skills** - is a group targeted for adult clients who have successfully completed the Life Skills program and desire continued interactions to incorporate learned skills to manage interpersonal interactions, regulate their emotions, and tolerate distress. The purpose is to provide client’s opportunity to process current events in their own life that have necessitated the use of learned skills and to share successes and barriers to their continued progress. The group is an open group meeting twice monthly. (22+ years)

Children’s Community Based Services

- * **School-Based Mental Health Clinicians** – Services are provided within schools to students with counseling indicated on their IEP and are referred only by the Clay County district office. These services are designed to assist students with emotional/behavioral issues to increase their functioning and skills, both at home and at school so that they can achieve maximum potential. (25+ years)
- * **School-Based Mental Health Clinicians** – Services are provided in two Title I schools. Clinicians are at the school daily to work with students and families both individually and in groups. (25+ years)

- * **Student Assistance Program** – Services are provided at every Junior and Senior High. Staff meet with at risk students individually and in groups to reduce risk factors and increase protective factors. Staff engage students using the evidenced based curriculum, Too Good for Drugs. (21 years)
- * **Moving Up Program** – One-day program of structured activities geared to increase positive behaviors, socialization and provide improved confidence to students who are transitioning into the Junior High School. This program is done in each Junior High School after the school year has ended. (5 years)

Adolescent Substance Abuse Services

- * **Outpatient Counseling** – Outpatient Counselors provide individual and group counseling for youth involved with alcohol and/or other drugs. This may include working in conjunction with the Department of Juvenile Justice and other referral sources. Drug testing is included during the individual and group process. (31 years).
- * **School-Based Prevention** – Individual and group services provide support and prevention to at-risk students in each Clay County Junior and Senior High school, including Bannerman. Students receive education about choices involving alcohol and other drugs, and to avoid the need for more intensive services. Prevention Specialist's use the Evidence Based Programs Project Success and Too Good for Drugs. These services include an ongoing collaboration with the Clay County School Board and the Clay Action Coalition. (21 years)
- * **Drug Testing** – An initial drug test and consultation is available to parents who are concerned about a child's suspected or potential drug use. If requested, recommendations for treatment can be provided. (31 years)
- * **Community Action Treatment Team (CAT)** is a team of therapists, case managers, mentors, nurse, and psychiatrist. The team provides intensive services to high risk youth and their families. Wrap around services are focused on keeping children, adolescents, and young adults in their homes, schools and communities. Services are designed to coordinate multiple systems and resources while removing any barriers that may prevent access to care. (2 years)

Adult Substance Abuse Services

- * **Outpatient Counseling** – The Traditional Outpatient (8 weeks) and Extensive Outpatient (12 weeks) programs use a solution-focused evidenced based treatment curriculum, Living in Balance, this program can be used either individually or in a group setting for adults who are abusing substances. This is an abstinence-based program whose referral sources can be The Department of Children and Families, Kids First of Florida, Probation (Misdemeanor and Felony), Northeast Florida Safety Council as well as others. The groups are offered in the morning and evening. Consumers who participate are drug tested weekly, attend community support meetings and education is be provided for interested family members and friends. (31 years)
- * **Intervention** – Interactive 4-week education program for those at risk of substance abuse. This is abstinence based and includes weekly drug screens and attendance at community support meetings. (31 years)
- * **Adult Drug Court Program** – A coordinated effort between the courts, law enforcement, probation and treatment services. The goal of Drug Court is to intervene and break the cycle of substance use, addiction and crime, by offering a diversion from incarceration in certain cases. This program is a year-long abstinence- based program that uses the Evidence Based curriculum, The Matrix. Clients participating in the Drug Court program also can be referred for Psychiatric services and various other groups within the agency, (Anger Management, DBT, Depression and Anxiety group among others). Adult Drug Court clients must complete Moral Reconciliation Therapy. Gender specific groups meet weekly. Group members attend community support groups and are seen in court in the beginning weekly and then as they progress, at lesser intervals. (14 years)

- * **Veterans Drug Court Program** – A coordinated effort between the courts, law enforcement, Veterans Administration and treatment services. The goal of Veterans’ Drug Court is to intervene and break the cycle of substance use, addiction or mental health, by offering a diversion from incarceration in certain cases. This program is a year-long abstinence- based program that uses the Evidence Based curriculum. The Matrix. Clients participating in the Drug Court program also can be referred for Psychiatric services and various other groups within the agency, (Anger Management, DBT, Depression and Anxiety group among others). Group members attend community support groups and are seen in court in the beginning weekly and then as they progress, at lesser intervals. (4 years)
- * **HIV Education** – Consumers are provided community-based education for HIV/AIDS. Substance Abuse clients are required to complete a one-hour course before the end of their treatment. HIV testing is available if requested. (16+ years)
- * **Marchman Court**- Family members and friends can petition the court to intervene in a family members substance use/abuse. The court system can order an evaluation and treatment if needed. CBHC assess the client and makes a recommendation to the court. The court can then order the client to complete the recommended treatment. (ongoing)
- * **Dual Diagnosis/Co-Occurring Services** – This 12-week group is designed specifically for individuals with co-occurring substance abuse and mental health disorders. This program uses a solution-focused evidenced based treatment curriculum, Living in Balance. This can be used either individually or in a group setting for adults who are abusing substances and have a mental health diagnosis who need monitoring or treatment. This is an abstinence -based program that requires weekly drug screens and attendance at community support meetings. (16+ years)

Outpatient Mental Health Services

- * **Outpatient Counseling** – Outpatient Mental Health Counselors use Cognitive Behavior Therapy as well as other brief solution-focused treatment to provide individual and group counseling for children, adolescents and adults. Groups include Adult and Adolescent Anger Management, Depression/Anxiety, Social Skills for Elementary, Junior High and Services provided at our locations in Middleburg, Keystone Heights and Green Cove Springs. Mental Health counseling services are provided in the Clay County Schools for children who have counseling on their Individual Education Plan (IEP) (36 years)
- * **Outreach** – CBHC provides a counselor one day per week at PACE Center for Girls. Students are seen individually and, in the Teens, United group which provides social skills for teenage girls. (3 year)
- * **Outreach** – In an effort to address higher than average suicide rates, CBHC and the Department of Health - Clay County formed a collaboration to provide a Mental Health counselor at the Bear Run - Teen Clinic. Resource and referral information is provided to interested teens. (1 year)
- * **Parenting Program** – Counseling and education program designed to help parents learn and apply principles of positive parenting. Parenting, communication, and nurturing skills may be delivered either in a group or individual format depending on the needs of the family. (21+ years)

Helping Everyone’s Life Matter

- * **HELM Program** – Services provided to individuals ages 15-36 who are experiencing their first episode of psychosis. Using the evidence based NAVIGATE model, the program is recovery based and provides Individual skills training along with family education and support. (3 years)

CASE MANAGEMENT SERVICES

- * **Adult Case Management** – Case Managers provide advocacy, link with resources and monitor progress of adults with serious and persistent mental illness who have a history of hospitalizations. Services are designed to assist these individuals with remaining successfully in the community. (32+ years)

- * **Children’s Case Management** – Staff develops linkages for families in need of multiple services; client advocacy, monitoring and liaison among schools, agencies and families. Services are designed to assist youth in remaining in the least restrictive setting while receiving services and treatment for their behavioral health issues. Clients will be successfully discharged from CCM when stable for four months as reported by teachers, parents, and clinicians (32+ years)
- * **Family Intervention Specialist**-Staff develops linkages and assessments for parents and adolescents in need of substance abuse interventions. Staff completed Mental Health and Substance Abuse assessments and recommends level of treatment individualized for each person. Discharge will occur when parents/adolescents have engaged in substance abuse services for a minimum of half the recommended treatment duration and show no need for outside supports. (12 years)
- * **Substance Abuse Case Management** – The Case Manager can provide advocacy, link with resources and monitor progress of adults with substance abuse issues. Services are designed to follow up with individuals who are not attending substance abuse services, need additional drug screening or need to be linked to additional services designed to help these individuals with remaining successfully in the community. The Case Manager is available each week during Dependency Court. (22+ years)

3. Board Member Listing - Please provide a list of your agency’s board members and their affiliation.

Board Member	Affiliation
William J. Simmons, Ph.D. 1828 North Glen Circle Middleburg, FL 32068	Board Chair Retired Provost of St. John’s River Community College, Orange Park Campus
Nancy Sweatland 1000 Pinewood Court Apt 206 Green Cove Springs, FL 32043	Board Vice-Chair Client Advocate
Daniel Becton, Ph.D. 2408 Golden Bell Lane Fleming Island, FL 32003	Board Member Retired School Board
Mike Elia 2671 Countryside Drive Fleming Island, FL 32003	Board Member Principal of Clay County School
Maude B. Jackson 2774 Burroughs Road Middleburg, FL 32068	Board Member Retired School Teacher
Kent Rutherford 205 N. Bartram Trail Jacksonville, FL 32259-8816	Board Member Retired Florida Air Guard
Janet S. Fox 1476 Scarlett Way Fleming Island, Florida 32003	Board Member Retired LMHC
Rindetta D. Stewart 5315 Razorback Court Middleburg, FL 32068	Board Member Retired Educator
Nate Woodrum 2352 College Street Apt B Jacksonville, FL 32204	Board Member Adams & Harper, P.A. Orange Park, FL 32073

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

County Grant funding is allocated across many programs and services. Funding received from the County grants is used as match funding required by our contract to leverage other state and federal dollars. The funding provided by the County grant assists CBHC in meeting this match requirement which allows an additional two million dollars in funding to be utilized to provide services to Clay County residents.

2. Describe the grant's target population and benefits received from the citizens of the County.

CBHC serves residents of Clay County. Our priority target population is legislatively mandated and is outlined in our contract as follows:

- Adults with Severe and Persistent Mental Illness
- Adults with Serious and Acute Episodes of Mental Illness
- Adults with Mental Health Problems
- Families involved with the Child Welfare system.
- Children who are Seriously Emotionally Disturbed
- Children who are Emotionally Disturbed
- Children who are At Risk of Emotional Disturbance
- Adults with Substance Abuse Problems
- Children with Substance Abuse Problems

Clients may be self-referred or referred by family, the court system, local health care providers, hospitals, community agencies, teachers, social workers and other school employees, local churches and law enforcement, among others.

CBHC services are available to all residents of Clay County and clients served come from all areas of the County. Demographics of clients served closely resemble overall demographics of the County. Green Cove Springs, Middleburg and Orange Park are most represented in the number of residents served, and the number of clients from Keystone Heights is growing. CBHC works in collaboration with local schools, area churches and other agencies to coordinate care to the residents in the Keystone Heights area. CBHC continues to operate Neighborhood Resource Centers in Keystone Heights and Green Cove Springs, which allows community residents to access needed referrals and resources. The space is also available for community partners to use for community events. DCF and the Florida Department of Health are among the groups using the resource Centers to offer services to community members. CBHC has recently opened an additional location in Orange Park to provide outpatient substance abuse services including medication assisted treatment.

The most recent County Health Improvement Plan conducted by the Health Planning Council of Northeast Florida and the Florida Department of Health identified Mental Health, Healthcare Access and Healthy Behaviors and Prevention as priority issues. There is a need for community residents to have access to affordable effective behavioral health services. CBHC continues to provide that access to the degree possible with existing funding, although it is recognized that demand often exceeds capacity. A work group of Community stakeholders including CBHC regularly meet to review the action plans and update progress towards goals.

Research indicates 1 in 5 individuals experience a diagnosable mental illness in any given year. It is important to acknowledge that behavioral health is as important to overall functioning as physical health.

Research also shows that behavioral health treatment works. The best treatments for mental illnesses today are highly effective; between 70% and 90% of individuals have significant reduction of symptoms and improved quality of life with a combination of pharmacological and psychosocial treatments and supports. Recovery is possible, and prevention and intervention programs are effective and can prevent the need for more intensive services.

Clay Behavioral Health Center, Inc. (CBHC) is the nonprofit agency providing mental health and substance abuse services to the residents of Clay County. CBHC has been a community partner to Clay County since 1982. CBHC provides treatment services to children, adults and families in the community who struggle with mental illness and substance abuse. These priority clients are able to access quality services that allow them to function successfully in the community. CBHC provides outreach and prevention services designed to identify problems and allow access to early intervention.

Services are provided on a sliding fee scale based on income. 94% of all persons served by CBHC are indigent, at or below the poverty level.

In FY 2017-2018 Clay Behavioral Health Center provided services to 5,679 Clay County residents, 4,052 adults and 1,627 children. CBHC continues to advocate for ongoing state funding to maintain the Crisis Alternative Program and expand services provided to those County residents experiencing a mental health or substance abuse crisis.

CBHC maintains a relationship with local law enforcement and provides trainings to CCSO and police department professionals. Trauma Certified therapists from CBHC are routinely contacted to assist DCF and law enforcement with removals due to child abuse and other traumatic events involving children.

The impact of untreated mental illness on health and productivity in the United States has been long underestimated, and recent data from studies conducted by the World Health Organization, among others, reveals that mental illness accounts for over 15% of the disease burden in the United States. This is more than the disease burden caused by all cancers. Mental Disorders are the leading cause of disability in the United States.

Individuals with serious mental illness face an increased risk of having chronic medical conditions. Adults with serious mental illness die 25 years younger than other Americans, largely due to treatable medical conditions.

In 2015 CBHC was awarded a grant from the Substance Abuse and Mental Health Services Administration for the integration of primary care and behavioral health services. This has allowed increased access to healthcare for underserved and high-risk populations and is an additional resource for Clay County residents which aligns with the needs identified in the Health Improvement Plan.

CBHC continues to collaborate with local health care providers and to provide outreach for behavioral health services to physical health care locations. CBHC works closely with the Way Free Clinic and provides onsite counseling to high risk individuals. All efforts are targeted to reach priority populations and to maximize resources. We maintain ongoing collaborations with Orange Park Medical Center, Palms Medical Group, Azalea Health, St Vincent's Clay, Baptist Medical Center and the Clay County Department of Health.

CBHC continues to emphasize the need to improve the integration of appropriate substance use/misuse prevention messaging, screening and assessment into routine medical care, especially for youth. CBHC works closely with and is a partner of the Clay Action Coalition. The Coalition is a group of community stakeholders working to implement county wide strategies to combat underage drinking and address other issues facing our youth. Underage drinking costs Florida \$3.7 billion or an estimated \$2,383 for each youth. CBHC has increased services to at-risk students in Clay County schools, and currently has Prevention Specialists located in junior and senior high schools throughout the county. Additionally, qualified counselors provide onsite services to EBD students in Clay County schools, and CBHC has expanded services to provide counseling at three Title I schools in the County.

Suicide is listed as one of the top ten leading causes of death in the county. Having a 24-hour crisis line available and providing walk in access and crisis intervention services at our Main Center allows CBHC to provide outreach to county residents who may be experiencing a crisis. CBHC continues to have staff trained in Suicide Risk Assessment techniques and Mental Health First Aid, allowing them to become more proficient in assessing at risk individuals. CBHC also offers the Mental Health First Aid training to interested community members at no charge. CBHC's Resource Centers provide outreach access and follow up to parts of the county identified as high use areas.

CBHC was recently awarded the contract to provide a Mobile Response Team (MRT) to Clay County residents. The MRT is a mobile crisis team that is available for individuals up to age 25, who are experiencing a mental health crisis. The MRT is accessible 24/7 365 days a year and provides onsite crisis response within 60 minutes of a call for assistance anywhere within Clay County.

The Florida Department of Children and Families utilizes a Managing Entity (ME) model to contract for Mental Health and Substance Abuse Services in the state. In the North-East Florida Region, the ME is Lutheran Services of Florida. (LSF) CBHC maintains compliance with all contractual requirements of LSF and routinely meets or exceeds performance measures. Clients in crisis continue to be seen immediately, and CBHC utilizes an Open Access Model, which reduces wait times for individuals seeking services and allows same day service. For FY 18/19 the anticipated, uncompensated care total is over 400,000.

Additional statistics from the Department of Children & Families indicate the following:

Despite being the third most populated state, Florida's per capita funding for mental health and substance abuse services remains near the bottom of the funding scale in the nation.

- Nearly two thirds of Florida's inmates report significant alcohol and drug problems.
- 70% of youth in Juvenile Justice Systems have at least one mental health disorder with at least 20% experiencing significant functional impairment from a serious mental illness.
- It is estimated that between 50% to 85% of all cases of child abuse and/or neglect involve mental health or substance abuse.
- An estimated 50% of abused or neglected children in the child welfare system have a mental health problem.
- A significant percentage of men (25 - 50 %) who commit acts of domestic violence also have substance abuse problems.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant. Agency CEO Irene M. Toto has over 36 years of experience with non-profit agencies. She holds a Masters Degree, a Certificate in Non Profit Management from Rollins College and is a Licensed Mental Health Counselor. She has been with CBHC since 1994. Irene oversees the Senior Management Team of CBHC, which includes Tina Swathwood, Director of Business Operations (20 years with CBHC) and Elizabeth Franco, Director of Clinical Operations. (20 years with CBHC).

CBHC currently employs 136 regular employees (120 full-time, 16 part-time, including 6 peer specialists) and 7 PT contract employees. The agency also has 8 interns. There are currently 8 full time vacancies. New employees, interns and volunteers must satisfactorily complete a level 2 background screening which includes FBI/FDLE fingerprinting, local county screening and a pre-employment drug screening. Level 2 background rechecks are completed with every five years of employment.

CBHC has a large number of professional, educated, experienced and dedicated staff. 20% of employees are licensed in the State of Florida (MD, PSY, ARNP, RN, CMA, CNA, LMHC, LMFT, LCSW, CAP). Professional licensure is verified at time of initial hire and then on an annual basis.

76% or 103 employees have earned advanced college degrees, 36% with Bachelor’s degrees; 37% with Master’s degrees and 3% with higher level academic degrees. All clinical positions require a minimum of one year’s related work experience with a majority of employees coming to the agency with at least three to five years’ experience.

70% of positions provide direct service to clients; 22% are in program support positions; and 8% are in senior management; mid-management or supervisory positions.

25% of employees have been with CBHC less than three years. 41% of employees have been with the agency at least three years; 16% have been with the agency five or more years; 9% have been with the agency ten or more years; 9% have been with the agency over fifteen years.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
<p>To sustain a comprehensive community-based system of care, to meet the identified needs of the community. Expand existing resources and secure additional sources of funding to meet the growing demand for services. CBHC continues to develop services and expand programs in response to community needs.</p>	<p>Added 1st episode psychosis services to eligible children and young adults – latest funding secured in July 2017. Awarded contract through RFP for Community Action Team in October 2017 - intensive wrap around services provided to high risk youth and families in the community. CBHC added care coordinator position in 2017 to provide outreach to local hospitals and crisis stabilization units. Participating in pilot project with Clay County DOH to provide outreach to teens in the area of suicide prevention. Annual and ongoing</p>

	review of achievement of fiscal and programmatic benchmarks.
Secure recurring legislative funding through the Department of Children and Families for the Community Crisis Alternative Program	Submitted legislative funding request to secure recurring funding for the Community Crisis Program and for additional substance abuse services for high risk individuals in the community including parents involved with the child welfare system. Request submitted in November 2017, continued funding approved pending Governors approval.
CBHC submitted an additional legislative funding request for funding to address the growing opioid crisis in Clay County. Collaborative partners are St. Vincent's Clay and Gateway Community Services	Request submitted in December 2017 – funding approved pending Governors approval
Activities and services for PBHCI (Primary and Behavioral Health Care Integration) grant federal funding through SAMHSA in partnership with community providers.	Continue to offer primary care services to individuals with Mental Health and Substance Abuse Disorders – plan to apply for new grant funding at end of current cycle. Current grant runs through 2019, CBHC will submit new grant request for additional 3 years of funding.
Maintain CARF accreditation – through reaccreditation process	Re-accreditation achieved in June 2017. Agency received maximum 3 year accreditation with commendations.

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

CBHC has maintained accreditation through the Commission on Accreditation of Rehabilitation Facilities (CARF) since 1996, with the most recent re-accreditation in 2017. Accreditation from CARF indicates that programs and services substantially meet internationally recognized standards. CARF accreditation also means that an organization has made a commitment to continually enhance the quality of its services and programs. CBHC utilizes a Quality Improvement Program that establishes goals and measures progress towards meeting those goals. Assessments are completed on each client served upon admission, at regular intervals during treatment and at discharge. CBHC is required to meet specific contractual performance measures as defined by the regional managing entity, Lutheran Services of Florida (LSF). Outcomes are reported on a monthly basis and are monitored regularly by the state. Each person served is expected to participate fully in prescribed treatment and must follow the steps outlined in an individual treatment or service plan. Clients are surveyed at discharge and at a period of time after discharge to gauge satisfaction with and effectiveness of treatment. Pre and post tests are utilized in many of the programs offered by CBHC to determine levels of functioning before and after treatment interventions. Standardized functional assessments are also completed at regular intervals during treatment to determine progress. Confidential client surveys are completed and turned into LSF monthly. Currently CBHC has an overall satisfaction rating of 93% for Adult Services and 95% for Children's Services.

D. Applicant Budget

- Total budgeted agency revenue for Fiscal Year 2018-2019: \$7,906,100
Total projected revenue for Fiscal Year 2019-2020: \$7,766,000

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	\$596,205	\$630,000	8%	\$680,000	9%
Other Cities or Counties	\$0	\$0	0%	\$0	0%
State Funding	\$299,887	\$810,000	10%	\$510,000	7%
Federal Funding	\$2,861,204	\$3,125,500	39%	\$3,140,500	39%
Foundations	\$0	\$0	0%	\$0	0%
Program-Generated Revenue	\$2,399,061	\$2,550,600	32%	\$2,625,500	34%
Program-Specific Revenue	\$436,626	\$450,000	6%	\$460,000	6%
Other	\$328,604	\$340,000	5%	\$350,000	5%
Total Revenue:	\$6,921,587	\$7,906,100	100%	\$7,766,000	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	\$4,822,283	\$350,000	\$4,472,283	7%
Fringe Benefits	\$1,060,902	\$50,000	\$1,010,902	5%
Personnel Sub-total:	\$5,883,185	\$400,000	\$5,483,185	7%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	\$240,000	\$0	\$240,000	0%
Telephone	\$35,000	\$0	\$35,000	0%
Postage & Shipping	\$4,000	\$0	\$4,000	0%
Printing & Publication	\$7,000	\$0	\$7,000	0%
Equipment Rental & Maintenance	\$64,000	\$0	\$64,000	0%
Travel	\$115,000	\$0	\$115,000	0%
Professional Development	\$25,000	\$0	\$25,000	0%
Office Supplies	\$40,000	\$0	\$40,000	0%
Computers & Equipment	\$46,000	\$0	\$46,000	0%
Other	\$1,306,815	\$0	\$1,306,815	0%
Operation Expenses Sub-total:	\$1,882,815	\$0	\$1,882,815	0%
Total Expenses	\$7,766,000	\$400,000	\$7,366,000	5%

3. Is County funding a mandated requirement? YES

If yes, please explain requirement: Pursuant to Section 394.76(9)(a), Florida Statutes

4. Schedule of Positions: 129.25

% of Budget Allocated to Administration: 8%

Job Title	Full Time Equivalent	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
ACAP Coordinator	1.00	\$33,959.64	\$35,009.94	\$36,060.24	3%
Access Clinician	1.00	\$38,800.00	\$40,000.00	\$41,200.00	3%
Access ES Manager	1.00	\$48,500.00	\$50,000.00	\$51,500.00	3%
Access/ES Specialist	1.00	\$30,719.77	\$31,669.87	\$32,619.97	3%
Accounting Assistant	1.00	\$31,428.00	\$32,400.00	\$33,372.00	3%
Accounts Rec Billing Spec	1.00	\$27,290.86	\$28,134.91	\$28,978.96	3%
Administrative Assistant	1.00	\$30,629.99	\$31,577.31	\$32,524.63	3%
Administrative Assistant	1.00	\$22,504.15	\$23,200.15	\$23,896.15	3%
Administrative Assistant	1.00	\$32,977.07	\$33,996.98	\$35,016.89	3%
Adult Case Manager	1.00	\$34,712.21	\$35,785.78	\$36,859.35	3%
Adult Case Manager	1.00	\$30,763.15	\$31,714.59	\$32,666.03	3%
Adult Case Manager	1.00	\$26,974.10	\$27,808.35	\$28,642.60	3%
Adult Case Manager	1.00	\$36,401.34	\$37,527.15	\$38,652.96	3%
Adult Community Services Clinician	1.00	\$36,974.79	\$38,118.34	\$39,261.89	3%
Care Coordinator	1.00	\$41,710.00	\$43,000.00	\$44,290.00	3%
Care Coordinator	1.00	\$32,980.00	\$34,000.00	\$35,020.00	3%
CAT Case Manager	1.00	\$31,040.00	\$32,000.00	\$32,960.00	3%
CAT Case Manager	1.00	\$33,473.59	\$34,508.86	\$35,544.13	3%
CAT Clinician	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
CAT Clinician	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
CAT Clinician	1.00	\$40,740.00	\$42,000.00	\$43,260.00	3%
CAT Therapeutic Mentor	1.00	\$22,193.60	\$22,880.00	\$23,566.40	3%
CAT Therapeutic Mentor	1.00	\$26,190.00	\$27,000.00	\$27,810.00	3%
CAT Therapeutic Mentor	1.00	\$26,190.00	\$27,000.00	\$27,810.00	3%
CATT Program Coordinator	1.00	\$37,830.00	\$39,000.00	\$40,170.00	3%
CATT Registered Nurse	1.00	\$25,220.00	\$26,000.00	\$26,780.00	3%
CCPT Substance Abuse Clinician	1.00	\$34,920.00	\$36,000.00	\$37,080.00	3%
Certified Medical Assistant	1.00	\$27,259.79	\$28,102.88	\$28,945.97	3%
Certified Medical Assistant	1.00	\$24,695.42	\$25,459.20	\$26,222.98	3%
Certified Medical Assistant	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Certified Medical Assistant	1.00	\$22,637.47	\$23,337.60	\$24,037.73	3%
Children's Case Manager	1.00	\$25,220.00	\$26,000.00	\$26,780.00	3%
Children's Case Manager	1.00	\$26,756.00	\$27,583.50	\$28,411.01	3%
Clerical Support Specialist	1.00	\$27,237.60	\$28,080.00	\$28,922.40	3%
Clinical Director	1.00	\$74,278.45	\$76,575.72	\$78,872.99	3%
Clinical Mgr Adult Comm Svc	1.00	\$56,513.73	\$58,261.58	\$60,009.43	3%

Clinical MGR O/P MH Svcs	1.00	\$48,500.00	\$50,000.00	\$51,500.00	3%
Clinical MGR O/P MH Svcs	1.00	\$56,177.30	\$57,914.74	\$59,652.18	3%
Data Analyst	1.00	\$43,533.76	\$44,880.16	\$46,226.56	3%
Director of Business Operations	1.00	\$74,817.90	\$77,131.86	\$79,445.82	3%
Diversion Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Diversion Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Diversion Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Diversion Specialist	0.25	\$6,557.20	\$6,760.00	\$6,962.80	3%
Diversion Specialist	0.25	\$6,557.20	\$6,760.00	\$6,962.80	3%
Doctor of Medicine	1.00	\$168,780.00	\$174,000.00	\$179,220.00	3%
Drop In Center Assistant	0.25	\$4,539.60	\$4,680.00	\$4,820.40	3%
Drop In Center Assistant	0.25	\$4,503.08	\$4,642.35	\$4,781.62	3%
Drop In Center Assistant	0.25	\$4,292.39	\$4,425.15	\$4,557.90	3%
Drug Court Clinician	1.00	\$31,166.27	\$32,130.18	\$33,094.09	3%
Drug Screen Specialist	1.00	\$21,404.72	\$22,066.72	\$22,728.72	3%
Eligibility Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Emergency Services Specialist	1.00	\$35,184.52	\$36,272.70	\$37,360.88	3%
Family Intensive Svcs Special	1.00	\$36,860.00	\$38,000.00	\$39,140.00	3%
Family Intervention Specialist	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
Family Intervention Specialist	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
Family Preservation Clinician	1.00	\$33,712.28	\$34,754.93	\$35,797.58	3%
Family Preservation Clinician	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
Family Preservation Specialist	1.00	\$34,467.26	\$35,533.26	\$36,599.26	3%
Fiscal Relations Specialist	1.00	\$28,823.84	\$29,715.30	\$30,606.76	3%
Fiscal Relations Supervisor	1.00	\$40,612.87	\$41,868.94	\$43,125.01	3%
Front Desk Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Front Desk Assistant	1.00	\$21,352.86	\$22,013.26	\$22,673.66	3%
Front Desk Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Front Desk Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Front Desk Assistant	1.00	\$21,404.72	\$22,066.72	\$22,728.72	3%
Front Desk Assistant	1.00	\$21,404.72	\$22,066.72	\$22,728.72	3%
Front Desk Coordinator	1.00	\$23,545.19	\$24,273.39	\$25,001.59	3%
Front Desk Coordinator	1.00	\$24,211.20	\$24,960.00	\$25,708.80	3%
HELM Case Manager	1.00	\$29,100.00	\$30,000.00	\$30,900.00	3%
HELM Clinician	1.00	\$32,980.00	\$34,000.00	\$35,020.00	3%
HELM Clinician	1.00	\$35,967.76	\$37,080.16	\$38,192.56	3%
HELM Peer Support Specialist	1.00	\$22,193.60	\$22,880.00	\$23,566.40	3%
IFS - Support Services Specialist	1.00	\$26,190.00	\$27,000.00	\$27,810.00	3%
IFS Coordinator	1.00	\$41,212.91	\$42,487.54	\$43,762.17	3%
Information Mgmt Evaluator	0.50	\$25,661.35	\$26,455.00	\$27,248.65	3%
Intensive Services Manager	1.00	\$53,350.00	\$55,000.00	\$56,650.00	3%
Lead Nurse Care Coordinator	1.00	\$53,511.80	\$55,166.80	\$56,821.80	3%
Maintenance Support Specialist	0.50	\$27,289.24	\$28,133.23	\$28,977.23	3%
Manager Grants & Projects	1.00	\$51,410.00	\$53,000.00	\$54,590.00	3%
Medical Records Assistant	1.00	\$21,285.68	\$21,944.00	\$22,602.32	3%
Medical Records Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Medical Records Assistant	1.00	\$21,404.72	\$22,066.72	\$22,728.72	3%

Medical Records Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Medical Records Coordinator	1.00	\$26,753.38	\$27,580.80	\$28,408.22	3%
Medical Records Supervisor	1.00	\$48,856.44	\$50,367.46	\$51,878.48	3%
Medication Mgmt Nurse	1.00	\$49,230.86	\$50,753.46	\$52,276.06	3%
Medication Mgmt Nurse	1.00	\$50,419.82	\$51,979.20	\$53,538.58	3%
Mobile Response Team Clinician	1.00	\$48,500.00	\$50,000.00	\$51,500.00	3%
Outpatient Clinician	1.00	\$33,959.64	\$35,009.94	\$36,060.24	3%
Outpatient Clinician	0.50	\$19,335.17	\$19,933.16	\$20,531.15	3%
Outpatient Clinician	1.00	\$32,970.30	\$33,990.00	\$35,009.70	3%
Outpatient Clinician	0.50	\$25,220.00	\$26,000.00	\$26,780.00	3%
Outpatient Clinician	0.50	\$16,979.31	\$17,504.45	\$18,029.58	3%
Outpatient Clinician	1.00	\$33,045.47	\$34,067.49	\$35,089.51	3%
Outpatient Clinician	1.00	\$32,980.00	\$34,000.00	\$35,020.00	3%
Outpatient Clinician	1.00	\$33,918.48	\$34,967.50	\$36,016.53	3%
Outpatient Mental Health Coordinator	1.00	\$35,909.50	\$37,020.10	\$38,130.70	3%
Outpatient Services Specialist	1.00	\$21,608.50	\$22,276.80	\$22,945.10	3%
Peer Support Specialist	0.50	\$11,298.56	\$11,648.00	\$11,997.44	3%
Peer Support Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Peer Support Specialist	1.00	\$25,220.00	\$26,000.00	\$26,780.00	3%
PSR Coordinator	1.00	\$33,955.20	\$35,005.36	\$36,055.52	3%
PSR Specialist I	1.00	\$26,753.38	\$27,580.80	\$28,408.22	3%
Psychiatric ARNP	1.00	\$116,400.00	\$120,000.00	\$123,600.00	3%
Psychiatric ARNP	1.00	\$114,896.50	\$118,450.00	\$122,003.50	3%
Psychosocial Rehabilitation Clinician	1.00	\$32,210.98	\$33,207.20	\$34,203.42	3%
Psychosocial Rehabilitation Clinician	1.00	\$32,987.76	\$34,008.00	\$35,028.24	3%
QI/Training Manager	1.00	\$49,955.00	\$51,500.00	\$53,045.00	3%
Resource & Referral Clinician Coordinator	1.00	\$41,759.47	\$43,051.00	\$44,342.53	3%
Saint Vincent's Clinician	1.00	\$38,800.00	\$40,000.00	\$41,200.00	3%
SAP Coordinator	1.00	\$36,533.49	\$37,663.39	\$38,793.29	3%
SAP Specialist	1.00	\$23,745.60	\$24,480.00	\$25,214.40	3%
SAP Specialist	1.00	\$23,280.00	\$24,000.00	\$24,720.00	3%
SAP Specialist	1.00	\$23,745.60	\$24,480.00	\$25,214.40	3%
School Based Intervention/Prevention Specialist	1.00	\$26,201.93	\$27,012.30	\$27,822.67	3%
School Based Intervention/Prevention Specialist	1.00	\$25,212.27	\$25,992.03	\$26,771.79	3%
School Based Intervention/Prevention Specialist	1.00	\$26,755.97	\$27,583.47	\$28,410.97	3%
School Based Intervention/Prevention Specialist	1.00	\$24,697.75	\$25,461.60	\$26,225.45	3%
School Based Intervention/Prevention Specialist	1.00	\$26,201.93	\$27,012.30	\$27,822.67	3%
School Based Intervention/Prevention Specialist	1.00	\$24,240.30	\$24,990.00	\$25,739.70	3%
School Based Intervention/Prevention Specialist	1.00	\$29,328.84	\$30,235.92	\$31,143.00	3%

School Based Outpatient Clinician	1.00	\$30,872.31	\$31,827.12	\$32,781.93	3%
SOAR Specialist	1.00	\$30,872.31	\$31,827.12	\$32,781.93	3%
Substance Abuse Clinician	1.00	\$35,967.76	\$37,080.16	\$38,192.56	3%
Substance Abuse Clinician	1.00	\$33,959.64	\$35,009.94	\$36,060.24	3%
Substance Abuse Coordinator	1.00	\$42,162.19	\$43,466.18	\$44,770.16	3%
Substance Abuse Specialist	1.00	\$32,010.00	\$33,000.00	\$33,990.00	3%
Support Assistant	1.00	\$26,753.38	\$27,580.80	\$28,408.22	3%
Supported Employment Spec	1.00	\$27,901.05	\$28,763.97	\$29,626.89	3%
Supported Employment Spec	1.00	\$31,040.00	\$32,000.00	\$32,960.00	3%
Targeted Case Manager/Forensic Specialist	1.00	\$32,980.00	\$34,000.00	\$35,020.00	3%
Training Specialist	1.00	\$24,211.20	\$24,960.00	\$25,708.80	3%
Trauma Treatment Clinician	1.00	\$34,629.00	\$35,700.00	\$36,771.00	3%
Trauma Treatment Clinician	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
VA Court Clinician	1.00	\$38,508.32	\$39,699.30	\$40,890.28	3%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

All County nonprofit grant funds are used to support the availability of qualified professional staff to provide needed services for Clay County children, adults and families. 76% of our total agency budget is allocated to these line items, as our product is the staff who deliver outreach, education, prevention, intervention, emergency response, treatment and follow up services. As the needs increase, our capacity must be expanded to meet these demands. The County funding contributes to this growth.

Note: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

100% to program funding, 0% to administration

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application **no later than 4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

Executive Director

Irene M. Toto, CEO

(Type Name)



(Signature)

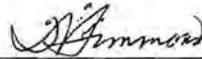
3/11/19

(Date)

Board Chair

William Simmons, Ph.D.

(Type Name)



(Signature)

3-8-2019

(Date)

**Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding Request for FY 2019-2020**

Clay Behavioral Health Center, Inc.

RECEIVED
PURCHASING DIVISION
2019 MAR 11 PM 3:22
CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: _____



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.



**FINANCE AND AUDIT COMMITTEE
MEETING MINUTES**

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT



RFP No. 18/19-2
Various Equipment and Amenities for Parks and
Playgrounds

Play Space Services, Inc.
 *Innovative Solutions*

Playspace Services
3125 Skyway Circle, Melbourne, FL 32934
866-957-2355
www.playspaceservices.com



Playspace Services



Transmittal Letter

RE: RFP No. 18/19-2 Various Equipment and Amenities for Parks and
Playgrounds

On behalf of Playspace Services (PSS), I want to thank you for the opportunity to submit our bid for RFP No. 18/19-2. We have a professional team that can handily fulfill the work involved to design, develop, engineer, produce, install, and certify all projects in Clay County, FL.

The team at ARC has worked together many years bringing specific skill sets together to create shade solutions for public entities, businesses and communities. Our firm will provide overall leadership, development, and production with world class individuals in a timely manner to meet or exceed agreed upon development, production, and installation schedules.

Please feel free to call me if you require any information from our team.

Kindest Regards,

Paul Bickham
Design Manager,



Lazaro Gonzalez
Owner

Playspace Services
3125 Skyway Circle
Melbourne, FL 32934
866-957-2355



Qualifications



3125 Skyway Circle, Melbourne, FL 32934

Advanced Recreational Concepts, LLC is a Florida-based Limited Liability Corporation headquartered at 3125 Skyway Circle, Melbourne, FL 32934.

Play Space Services, INC is a Florida-based Corporation headquartered at 3125 Skyway Circle, Melbourne, FL 32934.

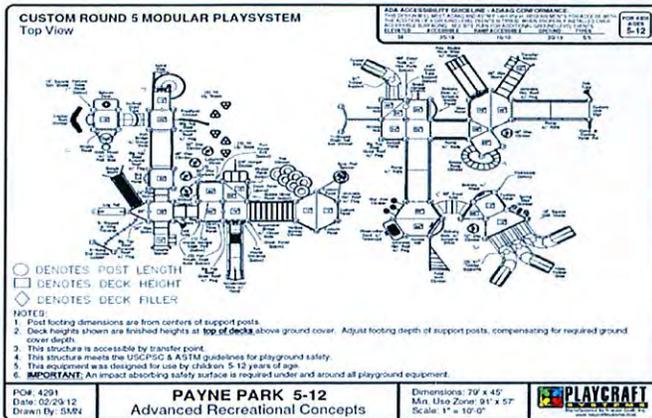
Each organization is owned and presided over by Laz Gonzalez. All work will be directed and managed from the corporate headquarters of all operations in Melbourne, FL.

- Advanced Recreational Concepts will be responsible for planning, design, and overall management of the project
- Play Space Services will be responsible for estimating/ordering materials, managing site preparedness, and installation
- All communication will be handled by your project lead – Paul Bickham from Advanced Recreational Concepts / Playspace Services

Play Space Services, Inc.
Innovative Solutions



Assigned Personnel and Experience



ARC Team

LAZ GONZALEZ

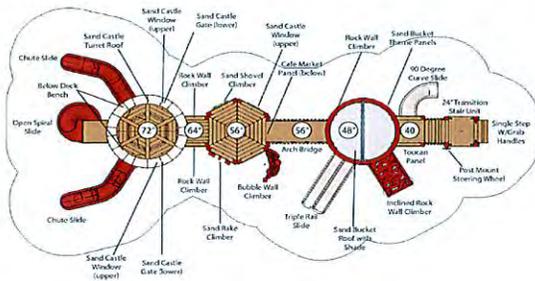
Project Executive, President and Owner

As the owner of Advanced Recreational Concepts, Play Space Services, and Rubber Designs, Laz has invested more than 25 years in the vertical integration of recreational design, class-leading products, and construction services to provide quality, superior play environments at an affordable price. He has held a Florida general contractors license since 2000 and was integral to the formation and foundation of two non-profit organizations: the National Playground Contractors Association (NPCAI) and the Recycled Rubber Council, both boards on which he has served.

Play Space Services, Inc.
 *Innovative Solutions*



Assigned Personnel and Experience



ARC Team

JOHN MURPHY

Field Superintendent, Construction Manager, CPSI

For over 25 years, John has been a designer and installer of indoor and outdoor play environments. As Construction Manager, he oversees the planning and execution of the estimating process, scheduling, project site readiness, and installation for all ARC/PSS projects. John is a Certified Playground Safety Inspector (CPSI) from the National Playground Safety Institute and has his degree in Engineering from SUNY.

PAUL BICKHAM

Design Manager, CPSI

After graduating from the University of Missouri with a B.S. in Exercise Science, Paul discovered his passion for play while designing programs and play environments that help combat childhood obesity. With over 8 years of industry experience, Paul fuels his passion by designing play environments that keep kids moving. Paul is Triax 2000 certified for playground surface impact test systems fully compliant with ASTM F1292 standards for the measurement of shock (G) and head injury criteria (HIC) values.

Play Space Services, Inc.
Innovative Solutions



References, Similar Work Completed



Project References

REFERENCE #1

a. Project Owner Name: **Brevard County Parks and Recreation**

Project Site Address: **Multiple Site References**

Project Phone Number: **321-255-4400**

Project Manager: **Jerry Gust Parks Superintendent**

b. Project Name: Multiple Playground Projects

c. Scope of Work: Designed, Supplied, delivered, and installed playgrounds, safety surfacing, shelters, shade structures, and site amenities

d. Project Value: \$2million

Project Managers employed by Advanced Recreational Concepts/Playspace Services during project and currently: Paul Bickham, John Murphy, Laz Gonzalez

Play Space Services, Inc.
Innovative Solutions



References, Similar Work Completed



Project References

REFERENCE #2

a. Project Owner Name: **Duval county School Board**

Project Site Address: **Multiple Playground Projects**

Project Phone Number: **904-390-2532**

Project Manager: **Cheryl Thompson**

b. Project Name: **Multiple Projects**

c. Scope of Work: Design, supplied, delivered, and installed playgrounds, safety surfacing, shelters, shade structures, and site amenities.

d. Project Value: \$5million

Project Managers employed by Playspace Services / Advanced Recreational Concepts during project and currently: Paul Bickham, John Murphy, Laz Gonzalez

Play Space Services, Inc.
Innovative Solutions



References, Similar Work Completed



Project References

REFERENCE #3

a. Project Owner Name: **City of Palm Bay**

Project Site Address: **Multiple Projects**

Project Phone Number: **321-953-8912**

Project Manager: **David Moore**

b. Project Name: **Multiple Projects**

c. Scope of Work: Designed, supplied, delivered, and installed playgrounds , safety surfacing, shelters, shade structures, and site amenities.

d. Project Value: \$500,000

Project Managers employed by Playspace Services / Advanced Recreational Concepts during project and currently: Paul Bickham, John Murphy, Laz Gonzalez

Play Space Services, Inc.
Innovative Solutions



Submittal Forms

The following pages represent requested documentation and attachments required for this proposal

Play Space Services, Inc.
 *Innovative Solutions*



BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Playspace Services

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@playspaceservices.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Playcraft Systems

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Dynamo

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: SRP R3

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Freenotes Harmony

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 37%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Playspace Services

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@playspaceservices.com

Contact Name(s): Paul Bickham



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Id Sculptures

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 60%

Manufacturer: Childforms

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Ultraplay

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Rubber Designs

Fixed Percentage Discount off MSRP: 5% or per discount catalog.

Installation (Fixed Percentage of cost after discounts of equipment): 5%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Playspace Services
Address: 3125 Skyway Cir
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Phone: 321-775-0600 Email: info@playspaceservices.com
Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: SRP Shade

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 49%(concrete and footer not incd)

Manufacturer: Ultra Shade

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 49%(concrete and footer not incd)

Manufacturer: Icon Shelters

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concreteand footer not included)

Manufacturer: SRP Shelters

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concrete and footer not included)

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Playspace Services

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@playspaceservices.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: SRP Amenities

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Bison Amenities

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Playcraft Amenities

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Ultrasite Amenities

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
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Bidder: Playspace Services

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@playspaceservices.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Park Catalog/Highlands Amenities

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Paris Amenities

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Kay Park Amenities

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: Boling Forest Muclh 4 You and Inovative Mulch

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Playspace Services

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City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@playspaceservices.com

Contact Name(s): Paul Bickham



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Sports Play

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Bison Sports

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Action Fit

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Water Splash

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Playspace Services

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@playspaceservices.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Polysoft Surfacing

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Paris Outdoor Fitness

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Jay Pro

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: GT Grandstands

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Playspace Services

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Cedar Forest

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concrete and footers not incld)

Manufacturer: Playspace Services - Installation Services

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): Per Discount Catalog

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Playspace Services
Address: 3125 Skyway Cir
Phone Number: 321-775-0600
Contact Name: Paul Bickham

Business Name: Safe for Play
Address: _____
Phone Number: 561-577-8999
Contact Name: Josh Adams

Business Name: _____
Address: _____
Phone Number: _____
Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Ultrasite,Ultrashde,Ultrashelter,Ultraplay, ActionFit

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL. 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC
3125 Skyway Cir
Melbourne, FL. 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Paul Bickham / Playspace Services

Signature *Paul Bick*

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Paris

Is there a warranty on the equipment proposed? X
Yes Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL. 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes Yes No

Name of Bidder: Paul Bickham / Playspace Services

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Mulch4You and Innovative

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: _____ Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____ X
Yes No

(warranty and pricing found online. www.mulch4you.com and www.innovativemulching.com)

Name of Bidder: Paul Bickham / Playspace Services

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Playspace Services

ADDRESS: 3125 Skyway Cir. Melbourne FL. 32934

TELEPHONE: 321-775-0600

FAX #: 866-957-2356

E-MAIL: info@playspaceservices.com

Name of Person submitting Bid: Paul Bickham

Title: Manager

Signature: 

Date: 03.12.19

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 03.07.19 Acknowledged by: Paul Bickham

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, Playspace Services, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Playspace Services

By: 
Signature

Paul Bickham / Manager

Name and Title

3125 Skyway Cir

Street Address

Melbourne, FL 32934

City, State, Zip

03.12.2019

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ Playspace Services

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Playspace Services


(Seal)

By: 

Paul Bickham

Its Manager

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

Detail by Entity Name

Florida Profit Corporation
PLAY/SPACE SERVICES, INC.

Filing Information

Document Number	V52938
FEI/EIN Number	59-3136444
Date Filed	07/22/1992
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/01/1994
Event Effective Date	NONE

Principal Address

3125 SKYWAY CIRCLE
MELBOURNE, FL 32934

Changed: 04/29/2007

Mailing Address

3125 SKYWAY CIRCLE
MELBOURNE, FL 32934

Changed: 04/29/2007

Registered Agent Name & Address

BRADLEY, RICHARD
212 S 7TH STREET
FT. PIERCE, FL 34950

Name Changed: 03/20/2014

Address Changed: 03/20/2014

Officer/Director Detail

Name & Address

Title PRES

2018 - 2019

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885020125

THE PERSON(S), OR ENTITY BELOW:
PLAY SPACE SERVICES INC
3125 SKYWAY CIR
MELBOURNE, FL 32934

BUSINESS PERIOD: October 01, 2018 - September 30, 2019
EXPIRES: SEPTEMBER 30, 2019

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS. A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LOCATION:
3125 SKYWAY CIR
CITY OF MELBOURNE, FL 32934

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

OWNED BY:
PLAY SPACE SERVICES INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

300050 BUILDING CONTR. -CERTIFIED
590501 HAZ WASTE GEN. SURCHARGE
820005 RECEIPT AMT



Receipt Fee 37.00
Hazardous Waste Fee 50.00
Zoning Application Fee 0.00
Building Occupancy Review Fee 0.00
Fire Prevention Fee 0.00
Late Penalty 0.00
NSF Fee 0.00
Transfer Fee 0.00

Paid 001-18-00007199 09/06/2018 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GONZALEZ, LAZARO

PLAY/SPACE SERVICES, INC.
2014 S RIVER RD
MELBOURNE BEACH FL 32951

LICENSE NUMBER: CBC059700

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Certificate of Achievement

Awarded to:

Tim Johnson

Has completed the

Recreation Installation Specialist Certification Course

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.

2018-1380

Certificate Number

03/31/2021

Expiration Date

Kevin Marshall

*Kevin Marshall – NPCAI
RISC Committee*

03/22/2018

Issue Date

State of Florida

Minority Business Certification

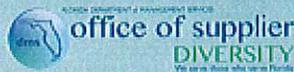
Play Space Services, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

10/16/2017 to 10/16/2019



Erin Rock, Secretary
Florida Department of Management Services



Detail by Entity Name

Florida Limited Liability Company
ADVANCED RECREATIONAL CONCEPTS, LLC

Filing Information

Document Number	L03000023078
FEI/EIN Number	20-0520823
Date Filed	06/24/2003
State	FL
Status	ACTIVE

Principal Address

3125 SKYWAY CIRCLE
MELBOURE, FL 32934

Changed: 04/29/2007

Mailing Address

3125 SKYWAY CIRCLE
MELBOURNE, FL 32934

Changed: 04/29/2007

Registered Agent Name & Address

BRADLEY, RICHARD
212 S 7TH STREET
FT. PIERCE, FL 34950

Address Changed: 03/20/2014

Authorized Person(s) Detail

Name & Address

Title MGR

GONZALEZ, LAZARO
2014 S RIVER RD
MELBOURNE BEACH, FL 32951

2018 - 2019

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885020127

THE PERSON(S), OR ENTITY BELOW:

ADVANCED RECREATIONAL CONCEPTS LLC

3125 SKYWAY CIR
MELBOURNE, FL 32934

BUSINESS PERIOD: October 01, 2018 - September 30, 2019

EXPIRES: SEPTEMBER 30, 2019

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS. A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

LOCATION:

3125 SKYWAY CIR
MELBOURNE, FL 32934

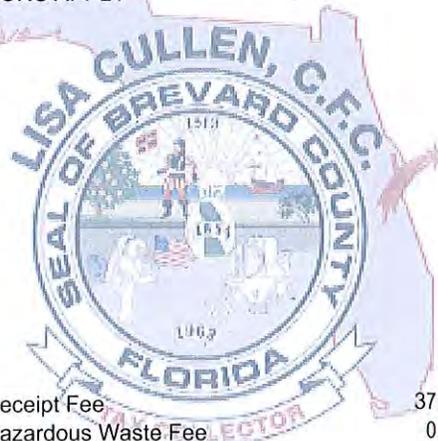
OWNED BY:

ADVANCED RECREATIONAL CONCEPTS LLC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
300050	BUILDING CONTR. -CERTIFIED
300520	ROOFING CONTRACTOR
480302	GENERAL RETAIL SALES
600	CITY RESTRICTIONS APPLY



Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 702-18-0000656 09/06/2018 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tom Collins Insurance Agency, Inc. 1555 Indian River Blvd, Suite 130 Vero Beach, FL 32960 License #: A051876	CONTACT NAME: Shannon Purvis
	PHONE (A/C, No, Ext): (772)778-9222 FAX (A/C, No): (772)778-9255
	E-MAIL ADDRESS: s.purvis@tomcollinsinsurance.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Play/Space Services, Inc. Advanced Recreational Concepts LLC. 3125 Skyway Circle Melbourne, FL 32934	INSURER A: Everest National Insurance Company 10120
	INSURER B: Hartford Accident & Indemnity Company 22357
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____
	INSURER F: _____

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR/ INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	CF4GL00671-191	01/27/2019	01/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		21 UEC HV7562	02/03/2019	02/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Play/Space Services, Inc. and Advanced Recreational Concepts LLC. are named as additional insureds with respects to the General Liability coverage per endorsement #CG20100413 and #CG20370704 (Attach Copies) On a Primary & Non Contributory Basis. Waiver of Subrogation in Play/Space Services, Inc. and Advanced Recreational Concepts LLC. (Attach copy)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (SMP)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

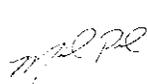
PRODUCER Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue Daytona Beach FL 32114	CONTACT NAME: Laurie Kohler PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729 E-MAIL ADDRESS: lkohler@bbdaytona.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Associated Industries Insurance Company, Inc. NAIC # 23140 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED ADVANCED RECREATIONAL CONCEPTS, LLC. PLAY/SPACE SERVICES INC 3125 SKYWAY CIRCLE MELBOURNE FL 32934-7334	

COVERAGES **CERTIFICATE NUMBER:** 18-19 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1102514	03/07/2018	03/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR INFORMATION ONLY

CERTIFICATE HOLDER ADVANCED RECREATIONAL CONCEPTS LLC 3125 SKYWAY CIRCLE MELBOURNE FL 32934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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National Playground
Contractors Association

Certificate of Achievement

Awarded to:

Tim Johnson

Has completed the

Recreation Installation Specialist Certification Course

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.

2018-1380

Certificate Number

03/31/2021

Expiration Date

Kevin Marshall

*Kevin Marshall – NPCAI
RISC Committee*

03/22/2018

Issue Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Play Space Services, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 3125 Skyway Circle		Requester's name and address (optional)
	6 City, state, and ZIP code Melbourne, FL 32934		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
5 9 - 3 1 3 6 4 4 4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 03.12.2019
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Playspace Services

Thank you for allowing us the time to present
Playspace Services for your project.

For Any Clarification or Additional Information
Please Contact Us at:

866-957-2355

info@playspaceservices.com

www.playspaceservices.com

Play Space Services, Inc.
 *Innovative Solutions*



**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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Attachments:
Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

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

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

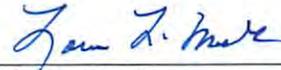
**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**" shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County’s decision may file with the County Purchasing Department a “Notice of Protest” in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County’s Purchasing Policy may be viewed at the County’s website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the “Convicted Vendor List”.
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming “Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insured.” Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County’s Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.
28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019**.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law	\$1,000,000
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- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

From: [Paul Bickham](#)
To: [Lazaro Gonzalez](#); [Calautti, Tommaso](#)
Cc: [Hamwey, Lara](#); [Arguelles, Nadia](#)
Subject: RE: Kennedy Park - Arc/Rainbow: Estimated costs of PIP walking surface (\$12.68/SF)
Date: Monday, July 27, 2020 11:34:00 AM
Attachments: [image001.png](#)
[image003.png](#)
[image006.png](#)
[image008.png](#)
[F&A - BCC minutes.pdf](#)
[1819-2 Equip & Amenities Parks & Playgrounds.pdf](#)
Importance: High

Mr. Calautti,

I have attached for your review the BCC Clay County Minutes and the Clay County Contract. The attached BCC Clay County minutes approves the Clay County Contract for Various Equipment and Amenities for Parks and Playgrounds. Please reference Page 4 of the approval letter confirming the activation of the contract. It is very important that you also reference in the Clay County Contract on page 12, bullet 30 confirming the Clay County contract is allowed to be used by Other Government Agencies. Please let me know if you have any questions regarding the Clay Contract.

I can be reached at:

321-514-3184

pbickham@arcflorida.com

From: Lazaro Gonzalez <lgonzalez@arcflorida.com>
Sent: Monday, July 27, 2020 10:58 AM
To: Calautti, Tommaso <TCalautti@miamigov.com>
Cc: Hamwey, Lara <lhamwey@miamigov.com>; Arguelles, Nadia <narguelles@miamigov.com>; Paul Bickham <PBickham@arcflorida.com>
Subject: RE: Kennedy Park - Arc/Rainbow: Estimated costs of PIP walking surface (\$12.68/SF)

Good morning Mr. Calautti.

Thank you for the opportunity to provide additional information on the Kennedy Park Trail.

I'm currently on the road but our contracts manager Paul Bickham will be forwarding you the information requested. Both our construction Company. Play Space Services, Inc and our Rep Firm, Advanced Recreational Concepts, LLC are awarded the Clay County contract. Paul will send you the award letters for both. Normally, we provide all materials through our Advanced Recreational Concepts company and the labor is provided through the Play Space Services company. This helps our company deal with the Use Tax issue in a favorable manner providing more value to the client. The contract pricing net result is exactly the same.

Please feel free to contact me so we may discuss this any questions or concerns you may have. I will be at my desk today after 2pm.

Thanks again for the opportunity to serve.

Lazaro Gonzalez



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.



**FINANCE AND AUDIT COMMITTEE
MEETING MINUTES**

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

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

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

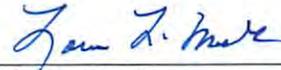
**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**" shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County’s decision may file with the County Purchasing Department a “Notice of Protest” in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County’s Purchasing Policy may be viewed at the County’s website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the “Convicted Vendor List”.
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming “Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insured.” Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County’s Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



RFP No.18/19-2

Various Equipment and Amenities for Parks and Playgrounds

Advanced Recreational Concepts

3125 Skyway Circle, Melbourne, FL 32934

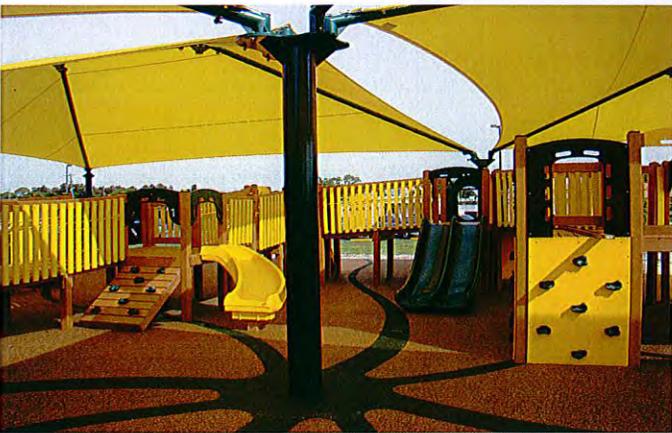
866-957-2355

www.arcflorida.com





Advanced Recreational Concepts



Transmittal Letter

RE: RFP No. 18/19-2 Various Equipment and Amenities for Parks and
Playgrounds

On behalf of Advanced Recreational Concepts (ARC), I want to thank you for the opportunity to submit our bid for RFP No. 18/19-2. We have a professional team that can handily fulfill the work involved to design, develop, engineer, produce, install, and certify all projects Clay County, FL.

The team at ARC has worked together many years bringing specific skill sets together to create shade solutions for public entities, businesses and communities. Our firm will provide overall leadership, development, and production with world class individuals in a timely manner to meet or exceed agreed upon development, production, and installation schedules.

Please feel free to call me if you require any information from our team.

Kindest Regards,

Paul Bickham
Design Manager



Lazaro Gonzalez
Owner

Advanced Recreational Concepts
3125 Skyway Circle
Melbourne, FL 32934
866-957-2355



Qualifications



3125 Skyway Circle, Melbourne, FL 32934

Advanced Recreational Concepts, LLC is a Florida-based Limited Liability Corporation headquartered at 3125 Skyway Circle, Melbourne, FL 32934.

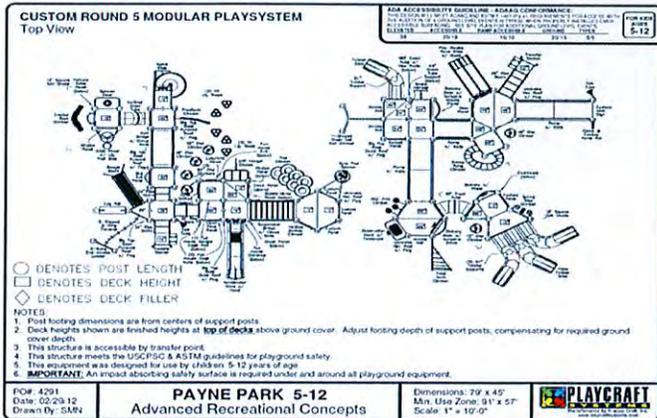
Play Space Services, INC is a Florida-based Corporation headquartered at 3125 Skyway Circle, Melbourne, FL 32934.

Each organization is owned and presided over by Laz Gonzalez. All work will be directed and managed from the corporate headquarters of all operations in Melbourne, FL.

- Advanced Recreational Concepts will be responsible for planning, design, and overall management of the project
- Play Space Services will be responsible for estimating/ordering materials, managing site preparedness, and installation
- All communication will be handled by your project lead – Paul Bickham from Advanced Recreational Concepts



Assigned Personnel and Experience



ARC Team

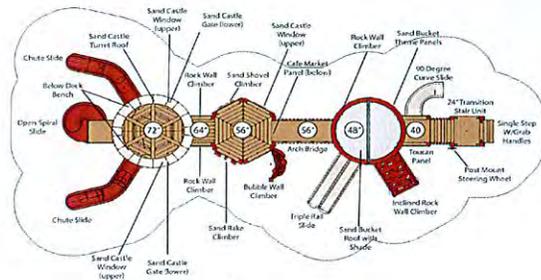
LAZ GONZALEZ

Project Executive, President and Owner

As the owner of Advanced Recreational Concepts, Play Space Services, and Rubber Designs, Laz has invested more than 25 years in the vertical integration of recreational design, class-leading products, and construction services to provide quality, superior play environments at an affordable price. He has held a Florida general contractors license since 2000 and was integral to the formation and foundation of two non-profit organizations: the National Playground Contractors Association (NPCAI) and the Recycled Rubber Council, both boards on which he has served.



Tab 1 – Assigned Personnel and Experience



ARC Team

JOHN MURPHY

Field Superintendent, Construction Manager, CPSI

For over 25 years, John has been a designer and installer of indoor and outdoor play environments. As Construction Manager, he oversees the planning and execution of the estimating process, scheduling, project site readiness, and installation for all ARC projects. John is a Certified Playground Safety Inspector (CPSI) from the National Playground Safety Institute and has his degree in Engineering from SUNY.

PAUL BICKHAM

Design Manager, CPSI

After graduating from the University of Missouri with a B.S. in Exercise Science, Paul discovered his passion for play while designing programs and play environments that help combat childhood obesity. With over 8 years of industry experience, Paul fuels his passion by designing play environments that keep kids moving. Paul is Triax 2000 certified for playground surface impact test systems fully compliant with ASTM F1292 standards for the measurement of shock (G) and head injury criteria (HIC) values.



References, Similar Work Completed



Project References

REFERENCE #1

a. Project Owner Name: **Brevard County Parks and Recreation**

Project Site Address: **Multiple Site References**

Project Phone Number: **321-255-4400**

Project Manager: **Jerry Gust Parks Superintendent**

b. Project Name: Multiple Playground Projects

c. Scope of Work: Designed, Supplied, delivered, and installed playgrounds, safety surfacing, shelters, shade structures, and site amenities

d. Project Value: \$2million

Project Managers employed by Advanced Recreational Concepts/Playspace Services during project and currently: Paul Bickham, John Murphy, Laz Gonzalez



References, Similar Work Completed



Project References

REFERENCE #2

a. Project Owner Name: **Duval county School Board**

Project Site Address: **Multiple Playground Projects**

Project Phone Number: **904-390-2532**

Project Manager: **Cheryl Thompson**

b. Project Name: **Multiple Projects**

c. Scope of Work: Design, supplied, delivered, and installed playgrounds, safety surfacing, shelters, shade structures, and site amenities.

d. Project Value: \$5million

Project Managers employed by Playspace Services / Advanced Recreational Concepts during project and currently: Paul Bickham, John Murphy, Laz Gonzalez



References, Similar Work Completed



Project References

REFERENCE #3

a. Project Owner Name: **City of Palm Bay**

Project Site Address: **Multiple Projects**

Project Phone Number: **321-953-8912**

Project Manager: **David Moore**

b. Project Name: **Multiple Projects**

c. Scope of Work: Designed, supplied, delivered, and installed playgrounds , safety surfacing, shelters, shade structures, and site amenities.

d. Project Value: \$500,000

Project Managers employed by Playspace Services / Advanced Recreational Concepts during project and currently: Paul Bickham, John Murphy, Laz Gonzalez



Submittal Forms

The following pages represent requested documentation and attachments
required for this proposal



BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Playcraft Systems

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Dynamo

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: SRP R3

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Freenotes Harmony

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Id Sculptures

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 60%

Manufacturer: Childforms

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Ultraplay

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Rubber Designs

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 5%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: SRP Shade

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 49%(concrete and footer not incd)

Manufacturer: Ultra Shade

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 49%(concrete and footer not incd)

Manufacturer: Icon Shelters

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concrete and footer not included)

Manufacturer: SRP Shelters

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concrete and footer not included)

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: SRP Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Bison Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Playcraft Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Ultrasite Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

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Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Park Catalog/Highlands Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Paris Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Kay Park Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Boling Forest Much 4 You and Inovative Mulch

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Sports Play

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Bison Sports

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Action Fit

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Water Splash

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Polysoft Surfacing

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Paris Outdoor Fitness

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Jay Pro

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: GT Grandstands

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Cedar Forest

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concrete and footers not incld)

Manufacturer: Playspace Services - Installation Services

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): Per Discount Catalog

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Playspace Services

Address: 3125 Skyway Cir

Phone Number: 321-775-0600

Contact Name: Paul Bickham

Business Name: Safe for Play

Address: _____

Phone Number: 561-577-8999

Contact Name: Josh Adams

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Paris

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL. 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Cedar Forest

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)
ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):
Brevard County

- Name, address and phone number of the authorized service center (s):
- 1) ARC
3125 Skyway Cir
 - 2) Melbourne, FL. 32934
321-775-0600
 - 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)
ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Advanced Recreational Concpets / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Mulch4You and Innovative

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)
ALL components

Parts Warranty Period: _____ Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):
Brevard County

Name, address and phone number of the authorized service center (s):
1) ARC
3125 Skyway Cir
Melbourne, FL. 32934
2) 321-775-0600
3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)
ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No
(warranty and pricing found online. www.mulch4you.com and www.innovativemulching.com)

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Advanced Recreational Concepts

ADDRESS: 3125 Skyway Cir. Melbourne FL. 32934

TELEPHONE: 321-775-0600

FAX #: 866-957-2356

E-MAIL: info@arcflorida.com

Name of Person submitting Bid: Paul Bickham

Title: Manager

Signature: 

Date: 03.12.19

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 03.07.19 Acknowledged by: Paul Bickham

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

- (1) The prospective Vendor, Advanced Recreational Concepts, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Advanced Recreational Concepts

By:



Signature

Paul Bickham / Manager

Name and Title

3125 Skyway Cir

Street Address

Melbourne, FL 32934

City, State, Zip

03.12.2019

Date

Scrutinized Companies Certification

[Clay County RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS]

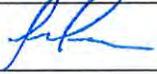
Name of Company:¹ Advanced Recreational Concepts

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Advanced Recreational Concepts



By: 

Paul Bickham

Its Manager

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

Detail by Entity Name

Florida Limited Liability Company

ADVANCED RECREATIONAL CONCEPTS, LLC

Filing Information

Document Number L03000023078

FEI/EIN Number 20-0520823

Date Filed 06/24/2003

State FL

Status ACTIVE

Principal Address

3125 SKYWAY CIRCLE
MELBOURE, FL 32934

Changed: 04/29/2007

Mailing Address

3125 SKYWAY CIRCLE
MELBOURNE, FL 32934

Changed: 04/29/2007

Registered Agent Name & Address

BRADLEY, RICHARD
212 S 7TH STREET
FT. PIERCE, FL 34950

Address Changed: 03/20/2014

Authorized Person(s) Detail

Name & Address

Title MGR

GONZALEZ, LAZARO
2014 S RIVER RD
MELBOURNE BEACH, FL 32951

2018 - 2019

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885020127

THE PERSON(S), OR ENTITY BELOW:

BUSINESS PERIOD: October 01, 2018 - September 30, 2019

ADVANCED RECREATIONAL CONCEPTS LLC

EXPIRES: SEPTEMBER 30, 2019

3125 SKYWAY CIR
MELBOURNE, FL 32934

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS. A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

LOCATION:

3125 SKYWAY CIR
MELBOURNE, FL 32934

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

OWNED BY:

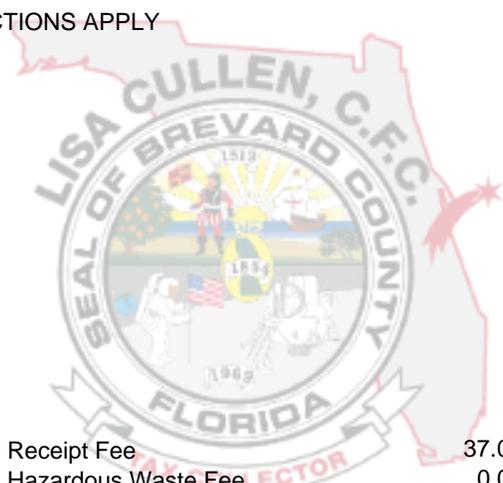
ADVANCED RECREATIONAL CONCEPTS LLC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS:

0.00

820005	RECEIPT AMT
300050	BUILDING CONTR. -CERTIFIED
300520	ROOFING CONTRACTOR
480302	GENERAL RETAIL SALES
600	CITY RESTRICTIONS APPLY



Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 702-18-0000656 09/06/2018 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GONZALEZ, LAZARO

ADVANCED RECREATIONAL CONCEPTS, LLC
3125 SKYWAY CIRCLE
MELBOURNE FL 32934

LICENSE NUMBER: CBC1261271

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



National Playground
Contractors Association

Certificate of Achievement

Awarded to:

Tim Johnson

Has completed the

Recreation Installation Specialist Certification Course

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.

2018-1380 03/31/2021 *Kevin Marshall* 03/22/2018

Certificate Number

Expiration Date

Kevin Marshall – NPCAI

Issue Date

RISC Committee

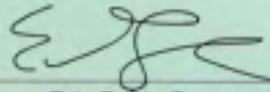
State of Florida

Minority Business Certification

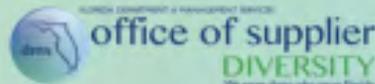
Advanced Recreational Concepts

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

10/16/2017 to 10/16/2019



Erin Rock, Secretary
Florida Department of Management Services





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Tom Collins Insurance Agency, Inc. 1555 Indian River Blvd, Suite 130 Vero Beach, FL 32960 License #: A051876	CONTACT NAME: Shannon Purvis	
		PHONE (A/C, No, Ext): (772)778-9222	FAX (A/C, No): (772)778-9255
		E-MAIL ADDRESS: s.purvis@tomcollinsinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Play/Space Services, Inc. Advanced Recreational Concepts LLC. 3125 Skyway Circle Melbourne, FL 32934	INSURER A: Everest National insurance Company	10120
		INSURER B: Hartford Accident & Indemnity Company	22357
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	CF4GL00671-191	01/27/2019	01/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEO <input type="checkbox"/> RETENTIONS		21 UEC HV7562	02/03/2019	02/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Play/Space Services, Inc. and Advanced Recreational Concepts LLC. are named as additional insureds with respects to the General Liability coverage per endorsement #CG20100413 and #CG20370704 (Attach Copies) On a Primary & Non Contributory Basis. Waiver of Subrogation in Play/Space Services, Inc. and Advanced Recreational Concepts LLC. (Attach copy)

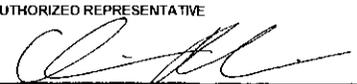
CERTIFICATE HOLDER

CANCELLATION

Blank space for Certificate Holder information.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



(SMP)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue Daytona Beach FL 32114	CONTACT NAME: Laurie Kohler PHONE (A/C, No, Ext): (386) 252-9601 E-MAIL ADDRESS: lkohler@bbdaytona.com FAX (A/C, No): (386) 239-5729
	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company, Inc. NAIC # 23140
INSURED ADVANCED RECREATIONAL CONCEPTS, LLC. PLAY/SPACE SERVICES INC 3125 SKYWAY CIRCLE MELBOURNE FL 32934-7334	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1102514	03/07/2018	03/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATION ONLY

CERTIFICATE HOLDER ADVANCED RECREATIONAL CONCEPTS LLC 3125 SKYWAY CIRCLE MELBOURNE FL 32934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Advanced Recreational Concepts, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3125 Skyway Circle

6 City, state, and ZIP code
Melbourne, FL 32934

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	0	5	2	0	8	2	3

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Paul Birch Date ▶ 04.20.2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
 - Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Advanced Recreational Concepts, LLC

**3125 Skyway Circle
Melbourne, FL 32934**

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Village of North Palm Beach
603 Anchorage Dr.
North Palm Beach, FL 33408

Prepared For Steve Poh
Ship To Anchorage Park
603 Anchorage Dr
North Palm Beach, FL 33408

Date 3/16/2022
Quotation # 23980
Prepared By Paul Bickham
Payment Terms Net 30
Prices Valid Until 4/8/2022
Project Name Playground Replacement
Customer Phone 5619042128
County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 22012				
PR-RH5	RH5 Custom Play System - R50E74C4A	1		62,048.00	62,048.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-1,240.96	-1,240.96
PR-RH5	RH5 Custom Play System -R50A5E28A	1		28,428.65	28,428.65T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-568.57	-568.57
A2-2120-2B	PC 2120 Arch Swing (2B)	1		3,346.00	3,346.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-66.92	-66.92
A2-2120-2B-AB	PC 2120 Arch Swing (Left, 2B)	1		2,209.00	2,209.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-44.18	-44.18
A2-2120-2B-AB	PC 2120 Arch Swing (Right, 2B)	1		2,209.00	2,209.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-44.18	-44.18
A2-2120-ADAX2-AB	PC 2120 Arch Swing (Left, 2INC)	1		3,615.00	3,615.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-72.30	-72.30
S-1445-R5-52JR	UltraZip (Standard) Dragon Rider 52	1		17,941.00	17,941.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-358.82	-358.82
PR-R5	R5 Custom Play System - NF52AB0FA	1		24,318.00	24,318.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-482.76	-482.76

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal
Sales Tax (0.0%)
Total

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



Advanced Recreational Concepts, LLC

**3125 Skyway Circle
Melbourne, FL 32934**

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Village of North Palm Beach
603 Anchorage Dr.
North Palm Beach, FL 33408

Prepared For Steve Poh
Ship To Anchorage Park
603 Anchorage Dr
North Palm Beach, FL 33408

Date 3/16/2022
Quotation # 23980
Prepared By Paul Bickham
Payment Terms Net 30
Prices Valid Until 4/8/2022
Project Name Playground Replacement
Customer Phone 5619042128
County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
SURCHARGE	Commodities Surcharge - Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace.	1		18,492.34	18,492.34T
	Freight	1		11,500.00	11,500.00
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
	Custom Shade Design - COLUMNS FOR CUSTOM SAIL SHADE: (1) COLUMN: 08" SCH 40 @ 14' HT + 6" RECESS TO BASE PLATE. (1) COLUMN: 10" SCH 40 @ 12' HT + 6" RECESS TO BASE PLATE. (1) COLUMN: 12.75" OD HSS @ 17' HT + 6" RECESS TO BASE PLATE. (3) COLUMNS: 14" OD HSS - 1 @ 15' HT + 6" RECESS TO BASE PLATE. - 2 @ 17' HT + 6" RECESS TO BASE PLATE.	1		43,194.03	43,194.03T
	Discount based on Clay County #18/19-2, -5% on Superior Shade Products			-2,159.70	-2,159.70
	Custom Shade Design - CANOPIES FOR CUSTOM SAIL SHADE: (4) TRIANGULAR CANOPIES AS PER DRAWING WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS. FABRIC COLOR: TBD	1		23,523.96	23,523.96T
	Discount based on Clay County #18/19-2, -5% on Superior Shade Products			-1,176.20	-1,176.20

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal
Sales Tax (0.0%)
Total

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



Advanced Recreational Concepts, LLC

**3125 Skyway Circle
Melbourne, FL 32934**

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Proposal

Organization Village of North Palm Beach
603 Anchorage Dr.
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Prepared For Steve Poh
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Date 3/16/2022
Quotation # 23980
Prepared By Paul Bickham
Payment Terms Net 30
Prices Valid Until 4/8/2022
Project Name Playground Replacement
Customer Phone 5619042128
County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
	Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace.	1		7,856.21	7,856.21T
	Freight: Freight Out Billable and Handling Shade Steel	1		3,142.00	3,142.00
	Freight: Freight Out Billable and Handling Shade Fabric	1		690.00	690.00
	Engineering: Sealed Drawings & Fees	1		1,350.00	1,350.00
APS-Border12"	12" APS Playground Border	29	ea	53.94	1,564.26
	Freight	1		494.00	494.00
	Supply of ADA Wood Mulch: 70 cu. yd. Price based on Clay County #18/19-2, -2% @46.5 per Cubic Yard	1		3,255.00	3,255.00
	Freight	1		370.00	370.00
	Special Customer Discount			-2,500.00	-2,500.00

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$251,831.86
Sales Tax (0.0%) \$0.00
Total \$251,831.86

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



3125 Skyway Circle
 Melbourne, Fl. 32934
 Phone 1-321-775-0600 Fax 1-321-242-2216
 Toll Free - 888-653-7529

Date: 3/16/2022

PROPOSAL

Proposal # 22012

Customer Phone: 5619042128
 Customer Fax:
 Organization: Village of North Palm Beach
 603 Anchorage Dr.
 North Palm Beach, FL 33408

Payment Terms: Net 30

Proposal Valid Until: 4/8/2022

Project: Playground Replacement
 Anchorage Park
 Ship To: 603 Anchorage Dr
 North Palm Beach, FL 33408

Prepared for: Steve Poh

Sales Rep PB

DESCRIPTION
INSTALLATION IS BASED ON ARC PROPOSAL # 23980
REMOVAL - Old equipment and 8" of mulch for 3340 sq ft.
Price based on Clay County #18/19-2, Maintenance / Repair Rate of \$197.50 per hour and \$271.96 per mobilization
TOTAL: \$2,641.96
REMOVAL EQUIPMENT - Rentals to include (Price based on Clay County #18/19-2, 37%) - Bobcat: 2 Days @ \$1650 - Dumpster 30 Yd: 4 @ \$2100
TOTAL: \$10,050.00
INSTALLATION (Footer installation listed separately) OF: - Custom Shade Design - COLUMNS FOR CUSTOM SAIL SHADE: 6 Column - Custom Shade Design - CANOPIES FOR CUSTOM SAIL SHADE: (4) TRIANGULAR CANOPIES
Includes 2nd mobilization for Shade fabric Installation. measurements for Shade Fabric must be done at the conclusion of Column Installation. Production of Shade Fabric cannot begin without measurements.
Price based on Clay County #18/19-2, 49% on Material after discount.
TOTAL: \$31,057.22

100% Financing Available - Flexible Terms
 Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date: _____ P.O. #: _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Date: 3/16/2022

PROPOSAL

Proposal # 22012

Customer Phone: 5619042128

Customer Fax:

Organization: Village of North Palm Beach
 603 Anchorage Dr.
 North Palm Beach, FL 33408

Prepared for: Steve Poh

Sales Rep PB

Payment Terms: Net 30

Proposal Valid Until: 4/8/2022

Project: Playground Replacement
 Anchorage Park
 Ship To: 603 Anchorage Dr
 North Palm Beach, FL 33408

DESCRIPTION

FOOTER INSTALLATION to include 35 Cubic Yards of concrete for 6 footers; mobilization to site; rental equipment; waiting for inspections; disposal of spoil, dumpster and rebar.
 Note: Without sealed drawings for each structure, the footer sizes stated above are only estimates and will need to be revisited once the drawings and calculations state actual dimensions.

TOTAL: \$17,277.00

INSTALLATION OF :

- RH5 Custom Play System - R50E74C4A.
- RH5 Custom Play System - R50A5E28A
- PC 2120 Arch Swing (2B)
- PC 2120 Arch Swing (Left, 2B)
- PC 2120 Arch Swing (Right, 2B)
- PC 2120 Arch Swing (Left, 2INC)
- UltraZip (Standard) Dragon Rider 52
- R5 Custom Play System - NF52AB0FA
- Twenty-nine (29) Borders

Price based on Clay County #18/19-2, 37% on Material after discount.

TOTAL: \$52,188.22

Special project Playground Discount

TOTAL: -\$20,000.00

Special project Sail Shade Discount

TOTAL: -\$3,000.00

100% Financing Available - Flexible Terms
 Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date: _____ P.O. #: _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3125 Skyway Circle
 Melbourne, Fl. 32934
 Phone 1-321-775-0600 Fax 1-321-242-2216
 Toll Free - 888-653-7529

Date: 3/16/2022

PROPOSAL

Proposal # 22012

Customer Phone: 5619042128
 Customer Fax:
 Organization: Village of North Palm Beach
 603 Anchorage Dr.
 North Palm Beach, FL 33408

Payment Terms: Net 30
 Proposal Valid Until: 4/8/2022
 Project: Playground Replacement
 Anchorage Park
 Ship To: 603 Anchorage Dr
 North Palm Beach, FL 33408

Prepared for: Steve Poh

Sales Rep PB

DESCRIPTION
Permit administration, Fee's by Others
TOTAL: \$400.00
Swing Safe Mat - 2 1/4" - Black , Quantity 6
Price based on Clay County #18/19-2, @144.38 per Swing Mat
TOTAL: \$866.28
APS Slide Mat : 40" x 40" x 1 1/2" : Black. Quantity: 4
TOTAL: \$540.00
FREIGHT for (6) Swing Safe Mat - (4) Slide Mat
TOTAL: \$317.00
TURF INSTALLATION
- Provide, Delivery and install Playground Grass Academy for 8,330 SF using 100% plastic EPS perimeter nailer boards, stainless steel staples, compacted stone base, 2" Safety Foam Pro & Silica Sand Infill.
TOTAL: 98,493.65
INSTALLATION OF: Supply and delivery of ADA Wood Mulch: 70 cu. yd..
Price based on Clay County #18/19-2, @ \$20 per Cubic Yard.
TOTAL: \$1,400.00
Special Customer Project Discount -\$6.000
INCLUSIONS:
Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

100% Financing Available - Flexible Terms
 Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date: _____ P.O. #: _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Date: 3/16/2022

PROPOSAL

Proposal # 22012

Customer Phone: 5619042128

Customer Fax:

Organization: Village of North Palm Beach
 603 Anchorage Dr.
 North Palm Beach, FL 33408

Prepared for: Steve Poh

Sales Rep PB

Payment Terms: Net 30

Proposal Valid Until: 4/8/2022

Project: Playground Replacement
 Anchorage Park
 Ship To: 603 Anchorage Dr
 North Palm Beach, FL 33408

DESCRIPTION

EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

Items to be managed by customer unless otherwise stated in proposal:

- Removal of old Playground, Old Turf and Site prep by others.
- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.; - Masonry repairs.
- Permit Fee's by others.

PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

100% Financing Available - Flexible Terms
 Ask Your ARC Sales Representative For More Information

Subtotal \$186,231.33

Sales Tax (0.00) \$0.00

TOTAL \$186,231.33

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____ ... Print Name/Title: _____ Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0023220013

Prepared For:

Stephen Poh
Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408
561-904-2128 (phone)
spon@village-npb.org

Project Name & Location:

**Anchorage Park NPB
Version 3 Revised 2**

Prepared by:

Miracle of South Florida

Connie Brown
(954) 520-4523 (phone)
(954) 200-6828 (fax)
Connieb@miracleofsouthflorida.com

Quote Number: R0023220013
Quote Date: 2/25/2022
Valid For: 30 Days From Quote Date

CUSTOM KC PLAY STRUCTUE AGES 5-12

Product line: KidsChoice

Part Number	Description	Qty	Weight	Unit Price	Total
Custom KC	Custom KC 5-12 DWG# R0023_44599581159	1	11,080.00	118,134.00	118,134.00

CUSTOM KC PLAY STRUCTURE AGES 2-5

Product line: KidsChoice

Part Number	Description	Qty	Weight	Unit Price	Total
Custom KC	Custom Kids Choice 52-5 DWG# R0023_44564602143	1	2,020.00	26,451.00	26,451.00

FREESTANDING PLAY AGES 2-12

Product line: Freestanding

Part Number	Description	Qty	Weight	Unit Price	Total
4531	MM SPINATORIUM	1	85.00	1,235.00	1,235.00
4533	MM DYNAMICS LAB	1	395.00	6,180.00	6,180.00
4534	MM GRAND GALLERY	1	1,300.00	15,451.00	15,451.00

Risk Sign Included

Product line: Freestanding

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

FREESTANDING SWINGS AGES 2-12

Product line: Freestanding

Part Number	Description	Qty	Weight	Unit Price	Total
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	135.00	1,342.00	1,342.00
2740H	SWG PART HARNESS (8' TR)	1	2.00	271.00	271.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	4	10.00	137.00	548.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	3	15.00	202.00	606.00
7148522	5" OD ARCH SWG FRAME ONLY 2 SEAT REQ MC	1	410.00	3,206.00	3,206.00
7148522X	5" OD ARCH SWG FRAME EXTENSION MC	3	250.00	1,593.00	4,779.00

FREESTANDING PLAY AGES 5-12

Product line: Freestanding

Part Number	Description	Qty	Weight	Unit Price	Total
4476	GRAVITY DIAMOND	1	700.00	11,078.00	11,078.00

ADDITIONAL ITEMS

Part Number	Description	Qty	Weight	Unit Price	Total
Concrete	Concrete Curb Perimeter Per LF	415	0.00	24.00	9,960.00
Curb					
Drawings	Sealed Engineered Drawings & Calcs	1	0.00	2,500.00	2,500.00
GC	GC Pull Permit (Excludes Permit Fees)	1	0.00	1,500.00	1,500.00
Mulch	Engineered Wood Fiber (Installed)	31	0.00	65.00	2,015.00
Relocate	Relocate Existing Mulch	1	0.00	2,500.00	2,500.00
Removal	Remove/Dispose of Existing Equipment	1	0.00	5,000.00	5,000.00
Turf	SyntheticTurf Surfacing w/rock base Installed per Sq.ft	4000	0.00	25.00	100,000.00
USA Shade	40'x90'x16'/12'h Multi Panel Shade (Installed)	1	0.00	90,300.00	90,300.00

Totals:

Equipment Weight:	16,962.00 lbs
Equipment List:	\$189,281.00
Discount Amount:	-\$37,856.20
Equipment Price:	\$151,424.80
Freight:	\$0.00
Installation:	\$66,500.00
Additional Items Listed Above:	\$213,775.00
SubTotal:	\$431,699.80
Estimated Sales Tax*:	\$0.00
Grand Total:	\$431,699.80

Notes: Prices per Sourcewell #010521-LTS. Prices do not include remove/dispose of existing fence, building permit fees, landscape fabric, storage of materials, site security, site preparation, soil testing, drainage, grading, landscape repair/replace, zoning approval, underground line location or repair, fencing, site plan or survey, ADA or sidewalk access, or any materials or services other than listed.

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0023220013 **Quote Date:** 2/25/2022 **Equipment:** \$189,281.00 **Grand Total:** \$431,699.80

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall

2/25/2022

Page 3 of 4

QUOTE: R0023220013

insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

04/05/22

Job Number: 16488

Client: Village of North Palm Beach
501 US Highway 1
North Palm Beach FL 33408

Revision:
Job: Anchorage Park PG
603 Anchorage Drive
North Palm Beach FL 33408

Contact: Stephen Poh

Phone: 561-904-2128

Fax:

Email: spoh@village-npb.org

Sales Rep: Kevin Furman

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
CHALLENGER	CUSTOM PLAY STRUCTURE -- AP	1	\$164,495.00	\$164,495.00
ZZXX0260	BELT SEAT w/SILVER SHLD CHAIN (8' RAIL)	3	\$143.00	\$429.00
ZZXX0265	INFANT SEAT w/SILVER SHLD CHAIN (8' RAIL)	2	\$253.00	\$506.00
ZZXX0635	SWING ALONG SEAT TO 8ft TOP RAIL	1	\$1,091.00	\$1,091.00
ZZXX0823	8ft 2-UNIT STANDARD DUTY SWING	1	\$1,282.00	\$1,282.00
ZZXX0824	8ft STANDARD DUTY SWING- ADD-A-BAY	2	\$894.00	\$1,788.00
ZZXX1136	ZOOMTRAX W/ DISC SEAT	1	\$10,950.00	\$10,950.00
Discount	School District of Manatee County 21-0053-MR	-1	\$9,027.05	-\$9,027.05
Discount	Courtesy Discount	-1	\$9,027.05	-\$9,027.05
Apollo	Shade	1	\$48,534.00	\$48,534.00
Discount	School District of Manatee County 21-0053-MR	-1	\$1,456.02	-\$1,456.02
EWf	110 CY of Engineered Wood Fiber	110	\$30.00	\$3,300.00
EWf	GeoTex Duraliner	2	\$200.00	\$400.00
Discount	School District of Manatee County 21-0053-MR	-1	\$175.00	-\$175.00
			Subtotal:	\$213,089.88
2 Freight				
Freight	Playworld Freight	1	\$11,378.00	\$11,378.00
Freight	Apollo Freight	1	\$4,050.00	\$4,050.00
Freight	EWf Freight	1	\$2,000.00	\$2,000.00
			Subtotal:	\$17,428.00
3 Installation				
Installation	Install Playground, Demo, Dumpsters, Site Work, Install EWf	1	\$82,465.00	\$82,465.00
Installation	Installation of Shade	1	\$37,695.00	\$37,695.00

Notes:



10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

04/05/22

Job Number: 16488
Revision:

Client: Village of North Palm Beach
501 US Highway 1
North Palm Beach FL 33408

Job: Anchorage Park PG
603 Anchorage Drive
North Palm Beach FL 33408

Item	Description	Quantity	Cost	Subtotal
Foreverlawn	Provide and Install Playground Grass Ultra using 100% plastic EPS Nailer Board Perimeter, 3" Compacted Stone Base, 1-2" Safety Foam Pro (5-8' CFH), Silica Sand Infill	2790	\$25.10	\$70,029.00
Discount	School District of Manatee County 21-0053-MR	-1	\$27,459.00	-\$27,459.00
Eng Drwgs	Engineered Sealed Drawings	1	\$3,000.00	\$3,000.00
Subtotal:				\$165,730.00
Grand Totals:				\$396,247.88

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

04/05/22

Job Number: 16488
Revision:

Client: Village of North Palm Beach
501 US Highway 1
North Palm Beach FL 33408

Job: Anchorage Park PG
603 Anchorage Drive
North Palm Beach FL 33408

General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed per manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% (minimum \$2,500) to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE – All zoning, planning, health, environmental, architectural, etc. permits, reviews, and approvals are the responsibility of others as well as any required site plans or other supporting documents. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Public Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment per Manufacturer's Instructions
- Trash Clean Up (Leave on site.)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal – Dumpsters or Off-Site Disposal.
- Accept Delivery and Unload Equipment if site is not ready.
 - \$1,000.00 Charge will apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.

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Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation, Grading, Drainage Systems, etc.
- Private Utility Locates
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

***Any other responsibilities must be clearly outlined in the applicable quotation/contract.**

General Notes (All apply unless changes noted in quotation, purchase order, or contract)

Warranties. All equipment, surfacing, and installation is warranted by Playmore for a period of one year from substantial completion date. After one year, any additional manufacturer's warranties will remain in effect. Manufacturer's warranty claims to be processed by manufacturer. Playmore assumes no responsibility for these additional warranties.

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature: X Date: _____ P.O.#: _____

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This quote is provided by a Licensed and Insured Company, a protection for you, our customer. Playmore Recreational Products and Services holds a Certified Building Contractor's license.

CBC1252224

Did you know it's actually against the law for a playground company to accept a contract for installation of playground equipment unless they are licensed? It's true.

Many of our competitors are not licensed contractors, and by law are only allowed to supply materials and equipment. However, they accept contracts for installation services, and then hire third-party licensed contractors. This is unlicensed contracting.

Florida Statute 489.105.(6) is very clear on the matter:

"The attempted sale of contracting services and the negotiation or bid for a contract on these services also constitutes contracting. If the services offered require licensure or agent qualification, the offering, negotiation for a bid, or attempted sale of these services requires the corresponding licensure."

We encourage you to use licensed contractors on all you upcoming installation projects. Ask for a copy of the license from the company you are contracting with. Make sure they are listed by name on the license, not a third-party contractor.



**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
2022 - 2026**

Strategic Result : Quality of Life	Department : Parks & Recreation
Project Name : Anchorage Park Playground Replacement	Year(s) : 2022-2023
Project Description : Replacement of the playground equipment at Anchorage Park.	
Link to Strategic Plan : New playground equipment will address the need to provide safe and well-maintained amenities for the community.	
Need, Justification, Benefits : The existing playgrounds at Anchorage Park has had several components removed due to safety concerns. The remaining structures is over 12 years old and is unsightly in appearance. There are 2 playgrounds at Anchorage Park, one for ages 2-5 and the other is for ages 5-12. The playground at Anchorage Park gets a lot of use not only from children that live in the neighborhood but also when there are family events and pavilion rentals at Anchorage Park. Due to improper maintenance along with its age, both playground systems should be replaced.	
<p style="text-align: center;">Location & Area Map</p>	<p style="text-align: center;">Project Photo</p>
	
Comments : A State of Florida Land and Water Conservation Grant (LWCF), which was originally intended to fund the Anchorage Park Dry Storage Project, could provide \$125,000 toward the total project cost of \$250,000. Staff has inquired with the State about the ability to transfer this grant from the Dry Storage Project to the replacement of the playground.	

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
FINANCIAL INFORMATION
2022 - 2026**

Project Name :	Anchorage Park Playground Replacement					
Strategic Result :	Quality of Life					
Department :	Parks & Recreation					
	2022	2023	2024	2025	2026	Total
Project Budget :						
Land acquisition						\$0
Planning / Design						0
Engineering						0
Construction		100,000				100,000
Vehicle						0
Equipment		150,000				150,000
Other						0
Total Budget	\$0	\$250,000	\$0	\$0	\$0	\$250,000
Funding Sources :						
General revenues	\$125,000					\$125,000
Impact fees						0
Grant revenues		125,000				125,000
Debt Service						0
Infrastructure Surtax						0
Fund balance						0
Other						0
Total Revenues	\$125,000	\$125,000	\$0	\$0	\$0	\$250,000
Operating Impact:						
Personnel						\$0
Operating						0
Capital						0
Other						0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0
Comment(s)	Need to begin project in January 2022. 50% to be completed by May/June. A time extension for the grant will be required.					
Grant Information	LWCF Grant (50/50); The Village will appropriate any grant matching requirements upon notification of grant approval. If targeted grant isn't awarded, the Village will need to either suspend the project or seek alternate funding sources.					



Village of North Palm Beach

Village Manager's Office

TO: Chairman Magill and Audit Committee Members

FROM: Andrew D. Lukasik, Village Manager

DATE: March 4, 2022

SUBJECT: Recommendations for Deployment of FY2021 General Fund Net Income Funds

As you know, Village staff is estimating that the FY2021 General Fund Net Income will be approximately \$2.2m. Generally, this surplus would be rolled into the General Fund Unassigned Fund Balance. However, given that the Fund Balance amount is healthy, Village staff believes that it is prudent to invest the net income amount in needed capital improvements and equipment acquisition. Staff's recommendation includes projects that have been in the CIP, can be implemented – or begin to be implemented -- within the next year and have funding shortfalls.

Staff is requesting input from the Audit Committee before finalizing a recommendation to the Village Council. The following is a list of recommended investments as prioritized by staff for the use of \$2m of the Net Income:

Public Safety Uninterruptible Power Supply (UPS) System: \$90,000

Currently, the replacement of the UPS System at the Public Safety Building is included in the Capital Improvement Plan (CIP) as part of a large-scale project that was developed to secure grant funding. Unfortunately, funding for the grant program is limited and the Village's project didn't receive any funding. No matching funds from the Village were included in the CIP for this equipment.

Essentially, the UPS System is a battery backup power system that supplies power long enough for equipment to properly shut down when utility power fails. It prevents the loss of data and minimizes the stress a hard shutdown causes on electronic equipment. The UPS is also a surge protector that protects connected devices from power problems, like surges or abnormal voltages, which can damage, reduce lifespan, or affect performance of electronic equipment and devices.

Although the Building is equipped with a generator, the UPS is important to protect equipment during power outages – especially during the arrival of a storm event.

Cardiac Monitors and Power Stretchers: \$240,000

Cardiac monitor/defibrillator are a major component in providing high quality emergency medical services. Technology advances require replacement every five (5) years. Four (4) of the Village's cardiac monitors/defibrillators are scheduled to be replaced in FY2023. However, the Assistance to Firefighters Grant Program, which wasn't funded, this year, was expected to fund the bulk of the expense. The CIP included a Village match amount of \$40,000 to fund the \$160,000 acquisition. If net income is used, the Village share in the CIP will be reprogrammed for other projects – in other words, we'll redeploy it for other infrastructure needs over the next year or two.

Additionally, Fire Rescue requires the replacement of two (2) power stretchers that will have reached the end of their useful life and will no longer be supported by the manufacturer by 2023. The power stretchers, and their associated loading systems, provide a safer method of loading and off-loading patients reducing both the possibility of dropping the patient or causing injury to the caregiver. The CIP included a Village match amount of \$20,000 to fund the \$80,000 acquisition. If net income is used, the Village share in the CIP will be reprogrammed for other projects.

Anchorage Park Playground: \$125,000

The playground at Anchorage Park is heavily used. It is reaching the end of its useful life (installed in 2009) and needs to be replaced with a more modern structure that will provide shade. \$250,000 is currently budgeted (\$125,000 from the General Fund and \$125,000 from a LWCF grant).

Increasing the Village's contribution by \$75,000, for a total match of \$200,000, will allow the Village to get the maximum grant match of \$200,000 for a total project cost of \$400,000.

An additional \$50,000, however, will allow the Village to secure a playground with greater shade and amenities. This would take the use of net income to **\$125,000** for a total project cost of \$450,000.

Air Handlers/Chiller Replacement: \$440,000

Three of the Village's facilities (Village Hall, the Library and the Public Safety Building) are in critical need of investments in their air conditioning infrastructure.

The Village Hall is in need of new air handlers (installation) and a chiller. The total project cost is \$190,000. No Village funding is currently allocated for this work as grants were anticipated to fund the work. However, Village staff intends to pay for the air handler/air purification system using ARPA funding (\$10,000). Net income in the amount of **\$180,000** would be used to purchase and install the new chiller and install the air handler.

Please note that staff is recommending for using the ARPA funds for the purchase of the air handler/air purification system and NOT the installation of the equipment in order to facilitate the single audit process that will be required due to the use of federal funding. The Village intends to program ARPA funds for use on projects or equipment that are clearly eligible under Treasury's guidance and avoid any instances of ambiguity.

In saying this, and at the risk of creating some confusion, it should be noted that the US Treasury developed its final rule for the use of ARPA funding and it results in greater flexibility for the use of those funds. The final rule allows municipal jurisdictions to spend a standard amount, up to \$10 million (the Village is receiving \$6.5 million), within the revenue loss category—even if they did not actually experience a revenue loss. Municipalities have broad latitude to use their entire standard allocation to support local government services and avoid many of the other categories' additional requirements. The purpose of this new assumption is most likely to eliminate the need for Treasury to review a flood of single audits.

While the final rule creates flexibility in the use of the ARPA funding, staff is not suggesting deviating from the general policy guidelines that Council established for their use (water quality, air quality, software application for Community Development to allow electronic submittal and review of development and permit applications).

Village staff is proposing to replace five (5) condensing units at the Library with the purchase of a new chiller along with replacement of the existing air handlers. The entire project is anticipated to cost \$600,000. The CIP currently has \$400,000 allocated for this project. The new system will replace the originally installed system (1968). At this time, we're continuing to evaluate the design to determine the number of handlers needed. Because of the uncertainty related to the air handlers, staff is recommending allocating **\$200,000** of the net income amount towards this project.

The Public Safety Building is in need of three (3) air handlers. The work is identified in the CIP, but has been anticipated to be funded solely by grants. Staff recommends allocating **\$60,000** from net income for the installation of the air handlers.

In summary, staff is recommending the use of net income for the municipal facilities air handler/chiller replacement project be used for 1) the purchase and installation of a chiller and air handler at Village Hall in the amount of \$180,000, 2) the purchase and installation of air handlers at the Library in the amount of \$200,000 and 3) the installation of air handlers at the Public Safety Building in the amount of \$60,000. Total use of net income for this project, then, is \$440,000.

Work Order Software for Public Works: \$100,000

The Department of Public Works maintains a system of disconnected software systems that are used to track activities and inventory. These separate systems have made it difficult to manage data to fully understand workload and activities, supply and inventory use and control, and asset management. Additionally, these software components are not tied to the Village's financial software.

To improve record keeping and data gathering, it is recommended that Public Works secure a comprehensive work order software system. This proposed software acquisition is not included in the Village's CIP. The redefined leadership positions in the Department have led to a new perspective regarding operational needs – the software was not previously identified as a needed work tool but has grown in importance as resource management, decision making and efforts to work efficiently are being hindered by the lack of data integration.

Front Load Solid Waste Vehicle: \$330,000

The Village's Solid Waste Division operates three (3) front loaders to service commercial and multi-family accounts. Two trucks are used for daily operations with the third being used as a spare. Although not the Village's past practice, those three trucks are being rotated in and out of service so that the spare doesn't sit idle for long periods of time.

One front load truck is set for replacement in 2023 due to consistent mechanical and electronic failures requiring frequent repairs. Currently, the time between ordering a vehicle and delivery is generally over one year. Staff is recommending that funding be dedicated for this purpose now in order to begin the process to acquire a new front load garbage truck.

Lighthouse Traffic Calming/Bridge Design: \$115,000

The Lighthouse Bridge was constructed in 1958 and needs to be reconstructed as its nearing the end of its useful life. Although it's "health index" is good (at 92.8) it is functionally obsolete in that it does not adequately accommodate pedestrians and bicyclists and its weight bearing capacity is limited. Regarding the "health index", a score between 80 – 90 is generally considered to be "fair" while a score that is less than 80 is considered "poor".

Design and engineering expenses are funded in the CIP in the amount of \$100,000 in FY2022. Staff is recommending that the amount be increased by \$115,000 (for a total of \$215,000) to address preliminary engineering activities associated with the bridge as well as planning services associated with the introduction of traffic calming solutions on Lighthouse Drive. It should be noted that traffic calming on Lighthouse Drive was identified as a "High Priority" action item in the Citizens' Master Plan. Additionally, members of the Village Council and Village staff receive many complaints about speeding on Lighthouse Drive (and other local streets). Evidence of these concerns from the public can be found on Nextdoor as a petition is currently being circulated requesting the installation of speed humps in order to reduce speeds on Lighthouse Drive.

Additional funding for engineering services are included in FY2023. \$250,000 has been programmed to fund additional engineering associated with the design of the bridge.

East Alleyway Resurfacing and Wall Replacement and/or Anchorage Park Dry Storage: \$560,000

These two projects have funding in the CIP but have been delayed and/or may experience shortfalls. Staff would recommend reserving the sum of **\$360,000** from net income to apply towards one or both of these projects. Staff would anticipate having the Village Council make a final policy decision once additional project information is available.

East Alleyway:

The Village will pursue the resurfacing and design/replacement of the walls in the alley east of US1. Funding is available in the CIP but has been delayed due to other obligations. Additionally, the funding is limited to \$100,000 annually in fiscal years 2024, 2025 and 2026.

If this project is determined to be a priority by the Village Council, it is anticipated that the additional funding from net income will be able to be combined with some operating and capital expenditure savings from FY2022. Delaying construction until the availability of additional funds at the beginning of the next fiscal year will allow staff time to secure feedback on wall designs from residents, Planning Commission and Council and coordinate planning and implementation of the work with residents adjacent to the alley (the project will touch several residents' back yards – so communication regarding the scope and coordination of activities is more sensitive than many other projects).

Staff proposes to complete milling and resurfacing of the alley and the wall replacement concurrently. The section that has deteriorated more than the others is between Yacht Club Drive and Anchorage Drive North – most likely due to problems with the underlying stormwater infrastructure system. It is recommended that the Village complete work on this section first.

Dry Storage:

This project does have funding in the CIP but costs, depending upon the materials selected and scope of work (fencing, storage lot surface, etc), could exceed the budgeted amount. There continue to be policy decisions to be

made by the Village Council prior to finalizing the design. Those decisions could impact the budget. Staff is recommending including this as a project for possible funding from FY2021 net income due to the uncertainty regarding the project budget.

Summary:

The recommended list of capital investments identified above will expend most of the net income amount from FY 2021. With the exception of the Public Works Work Order Software Project and purchase of the Front End Loader, all projects are currently included in the Village's CIP (copies of the CIP project sheets are attached for your information). Most of the projects were eligible for grant funding but those grants have been limited and have delayed implementation of these important investments. As it relates to the Alley and Dry Storage Projects, the funding will allow the Village Council flexibility to work on those projects based upon their priority.

Other Potential Projects for Funding:

Although the projects identified above represent staff recommendations, there are a number of other projects that are currently in the CIP that could be considered as well:

- Additional street resurfacing projects: there are a number of streets that have been completed with more scheduled soon. There are other streets that require milling and resurfacing as well, but the CIP has funding from the infrastructure surtax proceeds for the next four years. It is possible, however, that infrastructure surtax funding will end early.
 - *On November 8, 2016, Palm Beach County voters approved a ballot issue to levy a One-Cent Infrastructure Sales Surtax to pay for the acquisition or improvements to public infrastructure. Collections began on January 1, 2017 and will end on or before December 31, 2026. It will sunset if the proceeds exceed \$2.7 billion on or before September 1 of any year. Based upon County reports, it is likely that collection of the surtax will end on December 31, 2025.*
- Seawall replacement: seawalls at Lakeside Park and Anchorage Park are in poor condition.
 - Lakeside Park would be able to be replaced quickly as engineering plans have already been developed. The CIP anticipates a project in 2025 using grant funding for 50% of the anticipated \$750,000 cost.
 - No engineering plans have been developed for Anchorage Park – and no decisions have been made with respect to a Village Council policy question related to the replacement of the existing docks with floating docks or boat lifts. Funding could be used to develop plans for the seawall (\$137,000 is included in the CIP in FY2023).
- Tennis Court Lighting and Fence Replacement (\$350,000): may be some grant funding available in the future.
- Anchorage Park Path/Site Lighting: a \$230,000 project is anticipated in FY2023 with 80% of the funding from the Recreation Trails Program Grant.
- Fire Rescue Bathroom and Kitchen Remodel: improvements are needed, but it is a lower priority (\$90,000).

Village of North Palm Beach			
CIP Fund Recap			
Fiscal Year 2022			
			\$88,407
Beginning Balance			
Transfers in:	<u>Resolution / Ordinance</u>	<u>Amount</u>	<u>Total</u>
FY 2022 Transfer in (transfer during budget process)	Ordinance # 2021-17	660,000	
FY 2022 Transfer in (use of FY21 Net Income)	on 4/28/22 agenda	2,000,000	
Total Transfers in			\$2,660,000
Less: Purchases			
	<u>Description</u>	<u>Resolution #</u>	<u>Amount</u> <u>Total</u>
	<u>Fiscal Year 2022</u>		
	Community Center Playground Equipment	Resolution # 2022-08	3,315
	Boat Engine Replacement	Resolution # 2022-12	44,500
	Webstreaming	Resolution # 2022-15	39,690
	Increase in Grapple Truck Purchase Price	Resolution # 2022-18	7,750
	Village Hall Air Handler & Chiller Replacement	on 4/28/22 agenda	203,868
	Anchorage Park Playground Replacement	on 4/28/22 agenda	250,000
	Lighthouse Drive Bridge Conceptual Designs	on 4/28/22 agenda	91,288
Total Purchases			(640,411)
CIP Fund Available Balance			\$2,107,996

FY22 Prioritization

#	Category	Description	Status: April 22, 2022	Current Schedule	Priority Score
19-01	Master Plan: Program	Village Marketing and Branding Program	Not started.	FY2024	
19-06	Roadway Projects	Policy decision for lane repurposing on US1 in accordance with the Master Plan.	Waiting on FDOT opinion on the lane repurposing plan.	FY2024	
19-07	Code Rewrites	Review/revise/update Residential Zoning Codes	Ad Hoc Committee reviewed issues related to height, bulk/mass and permeability. Recommendations regarding height and permeability will be reviewed by the Planning Commission and Village Council in April. Other issues will be addressed subsequently.	FY2022	
19-08	Roadway Projects	Develop Plan for Alley Improvements; maintenance and design	Preliminary planning and resident outreach regarding wall designs will begin in May.	FY2024	
19-09	Master Plan: Infrastructure	Village Wide Bicycle Network Plan. Recreation Trail Connection and Lighting (e.g. Country Club Drive). Ped facilities a common theme in the Rec Needs Assessment.	Not started. Will initiate some community discussion with evaluation of Lighthouse Drive per the Citizens' Master Plan. Need to consider a plan for the entire Village -- goals/objectives/locations/etc (assign to Planning Commission?)	REVISED	
19-10	Roadway Projects	Lighthouse Drive Bridge Replacement and Traffic Calming; Traffic Calming in accordance with the Master Plan. Evaluate Lighthouse/Alt A1A intersection to facilitate the right hand turning movement.	Scope of engineering/design work finalized. Will bring to Council for approval. Use of FY2021 Net Income to develop traffic calming concepts AND preliminary engineering for the bridge reconstruction.	FY2022	
19-13	Economic Initiatives	Twin City Mall regulatory framework to redevelop site in accordance with the Master Plan.	Market Analysis completed. Anticipating a site development proposal along with LDRs to be submitted by the new property owner.	FY2022	
19-18	Country Club	Country Club - Insure viability of country club and restaurant. Develop Strategic Plan that includes marketing, management, fees.	Not started. Need to address parking as well.	FY2023	
19-20	Country Club	Develop CIP for Golf Course	Will develop plan during FY2022 for the FY2023 budget.	FY2022	
19-21	Financial	Develop a white paper to identify and evaluate possible new fees based on services provided in order to reduce overall reliance on ad valorem taxes.	Not started.	FY2022	
19-24	Technology	Increase LPR (license plate recognition) deployment.	Not started.	FY2023	
19-28	Code Rewrites	Update Sign Code: commercial	Developed a scope of work with code consultant. Will begin work shortly.	FY2023	
19-31	Parks Projects	Reconstruction of Anchorage Park South Marina	Planning in FY2023. Construction in FY2026.	FY2023	
19-34	Neighborhood Projects	Develop a Neighborhood Plan; focus on engaging neighborhood leaders to identify priorities.	Held block party to engage neighborhood leaders on February 12. First meeting with new group was held in March 23. Next meeting will focus on neighborhood priorities -- identified assisting those in need as a high priority.	FY2024	
19-35	Stormwater	Develop a Stormwater Master Plan including:	Revision to the single family residential stormwater fee being prepared for FY2023. Award contract for master plan (including an analysis of vulnerability) in May. The recommended consulting firm, based upon staff's selection process, will be Hazen & Sawyer.	FY2022	
19-44	Master Plan: Infrastructure	Marina Drive Streetscape Improvements	Not started.	FY2026	
19-47	Neighborhood Projects	Village Wide Beautification Program in accordance with the Master Plan	Not started. In January, Environmental Committee began evaluation of a "Community Greening" program.	FY2022/23	
19-48	Economic Initiatives	Commercial Business Initiatives: Reconstitution of business advisory board. Development of Recruitment and Retention strategies for businesses.	Board has identified the need to develop a "Shop Local" program in addition to the recently initiated local business networking programs.	REVISED	
19-49	Roadway Projects	US 1 Bridge Replacement/ Improvement Plan; collaborate with FDOT	LFA with FDOT approved by Council on March 24th. Planning for the landscaped medians and purchase of materials will take place in FY2023.	FY2022	
19-50	Roadway Projects	Prosperity Farms Road/bridge improvements in accordance with the Master Plan; collaborate with Palm Beach County	Ongoing. Will continue into 2023 and 2024.	FY2022	
19-51	Roadway Projects	Prosperity Farms Road Corridor Improvements in accordance with the Master Plan	Not started.	FY2024	
19-54	Infrastructure	Development of plan for Undergrounding power lines/5G technologies/Natural Gas	Master Plan developed and presented to Council. Scope of work recently finalized and agreement executed with PFM to evaluate financial options and assessment methodologies for undergrounding. Evaluating "peer review" of budget numbers.	FY2022	

FY22 Prioritization

#	Category	Description	Status: April 22, 2022	Current Schedule	Priority Score
19-56	Organizational Performance	Process refinement (Work Innovations Program)	Not started.	FY2025	
19-57	Organizational Performance	Initiate Charter Review Process including discussing changes to Council terms	Not started.	FY2023	
19-59	Master Plan: Infrastructure	Earman River/Boardwalk	Low priority. Coordinate with redevelopment.	not scheduled	
19-60	Master Plan: Infrastructure	NPB/Palm Beach Gardens Coordination for Congress Avenue Industrial District	Discussions initiated in response to a development proposal. Advanced discussions need to occur.	FY2022	
19-61	Financial	Aggressively pursue Annexation.	Working with TCRPC to develop a scope of work for a refined annexation plan. Discussions with property owners re Ellison Wilson Road. Initiating financial analysis for involuntary annexation of Hinda Road/Richard Road area.	FY2022	
19-62	Quality of Life	Environmental - Take opportunities to purchase more land for green space/public use.	Low priority.	FY2025	
20-01	Parks Projects	Renovate dry storage area with new wall, resurface parking, striping, and trailer parking.	Engineering plans developed. Reviewed with Advisory Boards and neighbors. Budget review with the Village Council prior to final design to occur in May.	FY2022	
20-02	Quality of Life	Develop a beautification project for US1 after the lane repurposing pilot project for US1 is successfully completed.	Consider as part of Project 19-06.	FY2023/24	
20-03	Country Club	Golf Course Pond Bank Stabilization: littoral shelf with plants	Multi-year project with a contract for the first phase, to be completed by Brightview, approved by the Village Council. First phase of stabilization is expected to begin June 20th and be completed by the end of August.	FY2022	
20-07	Public Works Projects	Country Club Generator	Worked with Ballard Partners to submit appropriations request for the current legislative session. Included in the Legislative Budget. Awaiting Governor's review.	FY2023	
20-08	Neighborhood Projects	Northlake Blvd Area Waterfront Neighborhoods Redevelopment opportunities: assessment of multifamily housing stock, consider redevelopment opportunities, rewrite the Code to encourage redevelopment, provide a Riverwalk/boardwalk, and activate the waterfront.	Not started.	FY2026	
20-09	Country Club	Swim Wall Acquisition.	In progress.	FY2022	
20-12	Country Club	Fitness Center development: addition to tennis or pool area.	Low priority. Revisit in FY2026	not scheduled	
20-13	Country Club	Tiki bar on ICW: Partnership with Farmer's Table.	Farmer's Table to initiate if desired. Low priority.	not scheduled	
20-14	Technology	Community Development Software: e-permitting and e-plan review	Will be acquired through the use of SLFRF funding. RFP developed. Responses will be received in mid-April. Anticipate a recommendation to the Village Council in May.	FY2022	
20-15	Public Works Projects	Public Works Complex: reinvest or relocate	Completed a Phase I analysis of the Public Works facility. Appraisal of the Public Works property is underway. Engaged in conversation with multiple property owners. Evaluating options.	FY2022	
20-16	Infrastructure	Southeast Seawall at Lakeside Park Replacement	Engineering plan is developed.	FY2025	
20-17	Infrastructure	Canal Road/Monet Road: seawall repair	Conducted one meeting with the County to evaluate ROW ownership. County's response was received on March 31; they do not believe that the County has any financial responsibility. Village atty and staff are reviewing for a possible response and evaluating possible design alternatives.	FY2026	
20-20	Country Club	Purchase and installation of a pool slide to enhance pool amenities.	Low priority.	not scheduled	
22-01	Parks Projects	Osborne Park Master Plan	NEW: from the Recreation Needs Assessment	NEW	
22-02	Parks Projects	Community Center Park Master Plan	NEW: from the Recreation Needs Assessment	NEW	
22-03	Community Engagement	Establish a Youth Committee	Establish goals: education and volunteerism? Input on recreation/parks? Other goals?	NEW	
22-04	Quality of Life	Develop more recreation programming options	Definition? Scope? Expectations? Pickleball opportunities?	NEW	

FY22 Prioritization

#	Category	Description	Status: April 22, 2022	Current Schedule	Priority Score
22-05	Community Character	Review/Refine Commercial Development Code	Consider: density bonuses, setbacks, timeframe to initiate development following approval, etc	NEW	
22-06	Community Character	Bank Stabilization Regulations: Earman River/C-17	Balance Earman River character with property protection.	NEW	
22-07	All Neighborhoods as Desirable Places to Live	Future Service Area -- Fire/Rescue Services	Annexation and commercial development impacts -- change in LOS?	NEW	
22-08	Quality of Life	US1 NORTH OF PARKER BRIDGE: design charette	In progress. Evaluate traffic mitigation, street lighting, landscaping, longer turn lane on Lakeshore Dr/US 1 intersection (per Master Plan), reduce Park Bridge openings in the peak hour.	NEW	
22-09	Quality of Life	Connect Club Drive with lighted pathway to the NPBCC (Master Plan)		NEW	
22-10	Quality of Life	Evaluate turning movements onto and off of US1: facilitate right hand movements		NEW	