



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, November 21, 2023 AT 1:30 PM

LIBRARY COMMUNITY ROOM, 3618 S. OCEAN BLVD.,
HIGHLAND BEACH, FL

Town Commission

Natasha Moore
David Stern
Evalyn David
Donald Peters
Judith M. Goldberg

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

Marshall Labadie
Lanelda Gaskins
Glen J. Torcivia

Town Manager
Town Clerk
Town Attorney

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF THE AGENDA**

5. **PRESENTATIONS / PROCLAMATIONS**

A. State of Education Report by School Board Member Erica Whitfield, District 4 School District of Palm Beach County

B. Resolution No. 2023-033

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date.

6. **PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

7. **ANNOUNCEMENTS**

Board Vacancies

Board of Adjustment and Appeals	Two (2) vacancies, for a three year-terms and One (1) vacancy for an unexpired term ending September 21, 2024
Planning Board	One (1) vacancy for an unexpired term ending May 4, 2024

Meetings and Events

November 23 - 24, 2023	Town Hall Closed in observance of Thanksgiving
December 05, 2023 1:30 P.M.	Town Commission Meeting
December 07, 2023 9:30 A.M.	Financial Advisory Board Regular Meeting
December 07, 2023 5:30 P.M. - 7:30 P.M.	Mingle and Jingle Holiday Event at St. Lucy Catholic Church

Board Action Report

None.

8. **ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. None.

9. **CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

November 07, 2023 Town Commission Meeting Minutes

10. **UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Fire Rescue Implementation Update

B. Florida Department of Transportation (FDOT) RRR Project Update

C. Continued discussion of Milani Park

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

- A. Approve and authorize Town staff to purchase the Bauer Model L13-E3 Breathing Air Station from Compressed Air Supplies & Equipment, Inc. in the amount of \$52,805.00 for the Fire Rescue Department (piggyback NPPGov contract #PS20095).

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

13. TOWN ATTORNEY'S REPORT

14. TOWN MANAGER'S REPORT

15. ADJOURNMENT

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance.

File Attachments for Item:

B. Resolution No. 2023-033

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE November 21, 2023
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2023-033

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2023-033 ratifying the selection, appointments, and term of office of a member of the Code Enforcement Board (CEB); and providing for an effective date.

On October 17, 2023, one (1) member resigned from the Code Enforcement Board which created one (1) vacancy for an unexpired term ending on September 21, 2024.

The Town Clerk's Office received two (2) board applications for Town Commission consideration. The applicant names are as follows:

David Kaufman (Edgewater Townhomes)

Michael Thorson (Ocean Aire Condo)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Human Resources Division reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. In addition, there were no code violations.

FISCAL IMPACT:

N/A

ATTACHMENTS:

David Kaufman Application, Resume, and vetting form.
Michael Thorson Application, Resume, and vetting form.
Resolution No. 2023-033

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2023-033 for one applicant to serve a term as outlined in the resolution.



RESOLUTION NO. 2023-033

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE CODE ENFORCEMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 2, Sec. 2-113 of the Town's Code of Ordinances establishes the Code Enforcement Board and governs the membership, qualification, function, and rules of the Code Enforcement Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms of office of members of the Code Enforcement Board; and

WHEREAS, on October 17, 2023, one (1) board member resigned, thereby opening one (1) vacancy on the Board; and

WHEREAS, the Town Clerk's Office received two (2) applications for consideration; and

WHEREAS, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the chairperson of the Code Enforcement Board interviewed the applicants and recommends that the Town Commission appoint one applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Code Enforcement Board have submitted a board application for the Town Commission's consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

Section 1. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Code Enforcement Board for an unexpired term expiring September 21, 2024, as follows:

Board Member: _____

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **21st** day of **November** 2023.

Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Evalyn David
Commissioner Donald Peters
Commissioner Judith M. Goldberg



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM:

DATE:

SUBJECT: Initial Vetting of Applicant:

=====
On 10/23 (date), I met with Dr. David Kaufman (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

For the Appointment of this Applicant

Against the Appointment of this Applicant

Signature of Board Chairperson



Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561) 278-4548 Fax: (561) 265-3582

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: DAVID I. KAUFMAN PHONE: 516-639-4221

HOME ADDRESS: 3012 SOUTH OCEAN BLVD APT. NO. UNIT C

SUBDIVISION: Edgewater EMAIL ADDRESS: dkat727@aol.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

- | | |
|--|--|
| <input type="checkbox"/> Board of Adjustment & Appeals | <input checked="" type="checkbox"/> Code Enforcement Board |
| <input type="checkbox"/> Financial Advisory Board | <input checked="" type="checkbox"/> Natural Resources Preservation Board |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Town Commission *** (If vacancy) |
| | <input type="checkbox"/> Other Board /Committee |

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

- | | | | | |
|---|-----|-------------------------------------|----|-------------------------------------|
| Are you a resident of Highland Beach? | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| Are you a registered voter in Highland Beach/Palm Beach County, FL? | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| Are you currently serving on a Town Board? | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Have you ever served on a Town Board/Committee? | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

IN HIGHLAND BEACH? NO Elsewhere - YES - Board of Directors / Committees

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes No

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes No

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

PASSIONATE ABOUT: protecting the ENVIRONMENT, Conservation
PRESERVING OUR Community Here in Highland Beach
protecting AND Replenishing our beaches AND
WATERWAYS

Please summarize your volunteer experience(s):

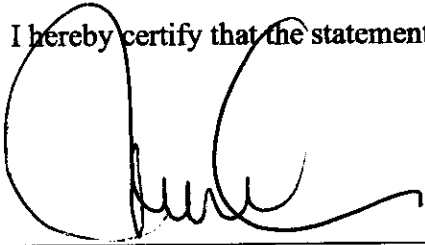
Participated in many Community projects for
cleaning beaches AND PARKS, Recycling projects.
I have enjoyed A LIFE FULL OF volunteer
Activity, BOARD MEMBERSHIPS AND LEADERSHIP

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

8/15/2023

Date

Resume Attached

Curriculum Vitae

**David Ira Kaufman, MD, FACS
Breast Surgical Oncologist
3012 South Ocean Boulevard Unit C
Highland Beach, Florida 33487
(516) 639-4221 (mobile)
dkat727@aol.com**

Personal Statement/Objectives:

I have been practicing as a dedicated Breast Surgical Oncologist for more than 25 years. During that time, as Chair of Surgery and Chief of Breast Surgery, I built a large private practice and have dedicated my life and career to taking care of women and men with breast diseases. Over time and with the support of the hospital, I developed a comprehensive breast cancer and breast surgery program and a state of the art breast center at St. Joseph Hospital. I organized and collaborated with an outstanding team of plastic surgeons, radiologists, medical and radiation oncologists, nurses and ancillary personnel. This program was one of the most successful service lines in the hospital and I was able to improve down stream revenues and I also increased the market share for the hospital. In addition to my exceptional patient care and superb surgical results and outcomes, I enjoy teaching medical students, residents, breast fellows, practicing surgeons, mid level providers, nursing students and ultrasound technology students. I am a leader in breast ultrasound and oncoplastic surgery techniques for breast surgeons and have helped develop a number of innovations that breast surgical oncologists routinely use in the office and in the operating room. I am eager to bring my success, leadership ability, vast experience, skill set and knowledge to my new role. There is a lot more to tell. I would be delighted to meet with you to further discuss how I can be an asset to your patients, hospital, medical staff and the community.

Personal Data:

Place of Birth:	Brooklyn, NY
Citizenship:	United States of America
Languages Spoken:	English and moderate Spanish
References:	Available upon request

Professional Work Experience:

- 2010-2022 **Chief of Breast Surgery**
Director of the Breast Cancer Program
St. Joseph Hospital
Bethpage, NY
- 2018-2022 **Director of The Breast Health Center**
St. Joseph Hospital
Bethpage, NY
(I initiated, planned and launched the Breast Cancer program and
the Breast Health Center)
- 2000-2010 **Chair, Department of Surgery**
New Island Hospital
Bethpage, NY
- 1990-Present **Private Practice in Surgery**
Woodbury, NY
- 1998-2022 **Director of Breast Care Specialists**
Woodbury, NY

Hospital Affiliations:

- 2000-2022 **Senior Attending Physician, Department of Surgery**
St. Joseph Hospital
Bethpage, NY
- 1990-2000 **Attending Physician, Department of Surgery**
New Island Hospital
Bethpage, NY
- 2014-2022 **Attending Physician, Department of Surgery**
Northwell Hospital at Huntington
Huntington, NY
- 1990-2022 **Attending Physician, Department of Surgery**
Northwell Hospital at Plainview
Plainview, NY
- 1991-2022 **Attending Physician, Department of Surgery**
Northwell Hospital at Syosset
Syosset, NY

Hospital Affiliations Continued:

2015-2022	Attending Physician, Department of Surgery Northwell University Hospital Manhasset, NY
2015-2019	Attending Physician, Department of Surgery New York University Langone Hospital New York, NY
1990- 2003	Attending Physician, Department of Surgery Brunswick Hospital Center Amityville, NY
1997-2000	Attending Physician, Department of Surgery Massapequa General Hospital Massapequa, NY
1991-1992	Attending Physician, Emergency Department Nassau County Medical Center East Meadow, NY
1993- 2001	Attending Physician, Department of Surgery Long Island Surgi-Center Melville, NY

Teaching/Lecturing/Research Appointments:

2012-2022	Assistant Professor, Department of Surgery Zucker School of Medicine at Hofstra/Northwell Hempstead, NY
2015-2019	Clinical Assistant Professor, Department of Surgery NYU Grossman School of Medicine New York, NY
2017-2022	Faculty, Lecturer and Cadaver Lab Instructor School of Oncoplastic Surgery Dallas, Texas
2012-2022	Clinical Preceptor, third and fourth year medical students Touro College of Medicine New York, NY
2014-2022	Faculty and Lab Instructor-breast ultrasound course American Society of Breast Surgeons

Elected/Appointed Positions-St. Joseph Hospital:

2007-2008	President of the Medical Staff
2007-2008	Board of Directors- Executive Staff Member
2003-2022	Member Credentials Committee
2005-2006	President-Elect, Medical Staff
2004-2005	Secretary, Medical Staff
1999-2013	Member Medical Executive Committee (Medical Board)
1998-2022	Member Ethics Committee
1999- 2002	Chair Emergency Department Committee
1997-1999	Member Emergency Department Committee
2005- 2010	Co-Chair Operating Room Committee
2000-2005	Member Operating Room Committee
2005- 2010	Co-Chair Surgical Q.I. Committee
1998-2022	Member Surgical Q.I. Committee
2000-2009	Member Critical Care Committee
1998- 2007	Member Hyperbaric Medicine Committee

Specialty Board Certifications:

2014	Diplomat, American Board of Surgery, Re-Certified
2004	Diplomat, American Board of Surgery, Re-Certified
1994-2004	Diplomat, American Board of Surgery, Certified

Postdoctoral Education/Training:

1989-1990	Chief Resident in General Surgery New York Downtown Hospital New York, NY
1988.1989	Assistant Chief Resident in General Surgery
1986-1988	Senior Resident in General Surgery
1984-1986	Resident in General Surgery
1989	Memorial Hospital-Sloan Kettering Cancer Center Surgical Oncology/Pediatric Surgical Oncology New York, NY
1988	St. Francis Hospital, The Heart Center Cardiothoracic Surgery Roslyn, NY

Additional Surgical Education/Certifications/Training/CME:

2016-2022	School of Oncoplastic Surgery
2000-2022	Miami Breast Cancer Annual Conference
2000-2022	American Society of Breast Surgeons Annual Meeting
2018	Epic Practice/Patient Management Software
2018-2019	Sexual Harassment in the Workplace
2017-2019	Radiation Safety
2014-2022	Breast Ultrasound
2015	Hidden Scar Breast Cancer Surgery
1997-2019	Infection Control
2010	Breast MRI and MRI Guided Breast Biopsy
2003	Breast Ultrasound for the Surgeon
2002	Mammosite Brachy-Therapy for Breast Cancer
2001	Cancer Risk Assessment for Breast/Ovarian Cancer Syndrome
2000	Sentinel Lymph Node Biopsy
2000	Ultrasound Imaging/Image Guided Breast Biopsy
1997	The Surgeon and Breast Ultrasound
1996	Image Guided Breast Biopsy
1996	Advanced Laparoscopic Training
1998	Hyperbaric Medicine and Wound Care (United States Navy)
2007	National Incident Management System-FEMA 100/700
2005	Decontamination Training-FEMA

Graduate Education:

June 1984	University of Maryland School of Medicine Fifth Pathway Program/Rotating Internship Baltimore, Maryland
July 1981-June 1983	Third and Fourth Year Clinical Rotations Prince George's General Hospital Cheverly, Maryland
June 1983	Universidad del Noreste School of Medicine Physician and Surgeon Tampico, Mexico

Undergraduate Education:

June 1979	State University of New York at Stony Brook Bachelor of Arts Stony Brook, NY
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Awards:

2017, 18, 19, 20, 21	Top Doctor- New York Top Docs
May 2017	Humanitarian of the Year, New York City Police Department Honor legion
2011	Healing Heroes Award, Nassau County Legislature
2009	Doctors Who Make a Difference – Presented by... The New York Islanders/The National Hockey League
2003	Physician of Distinction, American Cancer Society I was the first ever physician recipient of this prestigious award
2002/04/06/08/12/14/15/19	America's Top Surgeons
1994-2022	Fellow American College of Surgeons
2000-2012, 2014-20	Who's Who

Medical License:

1984-2022	New York State, Doctor of Medicine License Number 160753
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Federal D.E.A.:

1990-2022	BK0148898
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Other Certifications:

2008/12/14	Advanced Cardiac Life Support, American Heart Association
2012/14/21	Basic Life Support, CPR and AED, American Heart Association
1997	Advanced Trauma Life Support, American College of Surgeons

Professional Society Memberships:

2021-2022	Society of Oncoplastic Surgery (Board of Directors)
1999-2022	American Society of Breast Surgeons
2018-2022	Member Ethics Committee ASBrS
2016-2018	American Medical Association
1994-2022	Fellow, American College of Surgeons
1994-2022	Diplomat, American Board of Surgery
1990-2022	Medical Society, State of New York
1990-2022	Nassau County, New York Medical Society
1990-2022	Suffolk County, New York Medical Society
2010	American Society of Breast Disease

Publications and Presentations:

July 2022	Annals of Surgical Oncology Innovation in Breast Surgery: Practical and Ethical Considerations Annals of Surgical Oncology, 29, 6144-6150
October 2019	American Journal of Cancer Case Reports Li-Fraumeni Syndrome: Adopting a Diagnosis with an Unknown Family History Volume 18, 2019, Issue 1
April 2019	Annals of Plastic Surgery Re-excision Rate after Partial Mastectomy in Oncoplastic Breast-Conserving Surgery A Single-Institutional Experience and Review of the Literature Volume 82, Supplement 3, April 2019
October 2018	Annals of Surgical Oncology Ethical Considerations of Medical Photography in the Management of Breast Diseases 2018; 25(10) 2801-2806
2017-2020	School of Oncoplastic Surgery- Lectures/Presentations 1-Nipple Sparing Mastectomy, Patient Selection and Techniques 2-Principles of Oncoplastic Surgery, 3-Localization of Non-Palpable lesions for the 21 st Century 4-Intraoperative Ultrasound 5-Reconstructive Lumpectomy

Publications and Presentations Continued:

- December 2017 Poster Presentations
San Antonio Breast Cancer Symposium
San Antonio, Texas
1-Prospective Surveillance with Bioimpedance Spectroscopy
Leads to Low Rates of Chronic Lymphedema
2-Utilization of Bioimpedance Spectroscopy in the prevention of
chronic breast cancer-related lymphedema
- December 2017 Journal of Breast Cancer Research and Treatment
Utilization of Bioimpedance Spectroscopy in the prevention of
chronic breast cancer-related lymphedema
2017; 166(3): 809-815
- November 2017 Med-Page Today
Breast Cancer-Related Lymphedema: A Complex Interplay of
Risks
July 2017
- February 2017 Poster Presentation
Asia Pacific Breast Cancer Summit
Kowloon, Hong Kong
Prospective Surveillance with Bioimpedance Spectroscopy
Leads to Low Rates of Chronic Lymphedema
- February 2017 Lecture/Presentation
Hong Kong Breast Cancer Society
Update on Breast Cancer Surgery in the United States
- April 2016 Lecture/Presentation
American Society of Breast Surgeons Annual Meeting
Dallas, Texas
Intra-Operative Ultrasound- Wireless Localization of Lesions Using
Ultrasound Guidance and Blue Dye in the Operating Room
- March 2015 Poster Presentation-
Miami Breast Cancer Conference Annual Meeting
Miami, Florida
Post-operative Outcomes and Patient Satisfaction Following
Oncoplastic Breast Reconstruction
- September 2014 Abstract Presentation, American Society of Plastic Surgeons
Patient Satisfaction following Oncoplastic Reconstruction in
Women Undergoing Partial Mastectomy for Breast Cancer
Northeastern Society of Plastic Surgeons

Publications and Presentations Continued:

- April 2010 Poster Presentation-
The American Society of Breast Disease Annual Meeting
New York, N.Y.
Inclusion of Nipple Aspirate Fluid Helps Breast Surgery Practice
Better Stratify Patients who have Elevated Risk for Breast Cancer
- 1999 The Long Island Breast Cancer Study Project
State University of New York at Stony Brook
- 1998 The Metropolitan New York Breast Cancer Registry
State University of New York at Stony Brook
- 1990 Pace University, New York, N.Y.
Opportunistic Tumors

Voluntary Activity:

- 2015-2022 Advisory Board Member, American Cancer Society
- 2008-2013 Breast Cancer Support Group. I developed, funded and
ran a support group for breast cancer patients and their families
- 1998-2022 Breast Cancer Lecturer, Spokesperson, Expert and Contributor:
The American Cancer Society, The Today Show, Fox News,
Cablevision, News 12 Long Island, CFN TV, The God Squad,
WHLI Radio, The New York Times, Newsday, The Wall Street
Journal, Long Island Woman Magazine, Local Newspapers and
numerous hospitals, churches, synagogues, corporations, health
fairs, community and women's groups
- 1996-2015 Team Leader, Making Strides Against Breast Cancer, Fundraiser
American Cancer Society – **Personally Responsible for Raising
Hundreds of Thousands of Dollars for Breast Cancer Research,
Treatment and Patient Care Programs**
- 1996 Member, Mission 2000 – Breast Cancer Awareness Program
American Cancer Society
- 2011 Imus Ranch for Kids with Cancer- Ribera, New Mexico.
Provided medical care for children with cancer and or life-
threatening hematologic disorders. Also provided medical care for
the Imus family and the entire cattle ranch staff
- 1988-1990 Medical Team Member, New York City Marathon, finish-line
mobile hospital

CV Updated December 2022

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Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561) 278-4548 Fax: (561) 265-3582

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Michael R. Thorson PHONE: (954) 801-2425

HOME ADDRESS: 4206 S. Ocean Boulevard, Highland Beach APT. NO. 3

SUBDIVISION: _____ EMAIL ADDRESS: thorson12000@yahoo.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

- | | |
|--|--|
| <p><u>2</u> <input type="checkbox"/> Board of Adjustment & Appeals</p> <p><u>5</u> <input type="checkbox"/> Financial Advisory Board</p> <p><u>4</u> <input type="checkbox"/> Planning Board</p> | <p><u>1</u> <input type="checkbox"/> Code Enforcement Board</p> <p><u>6</u> <input type="checkbox"/> Natural Resources Preservation Board</p> <p><u>3</u> <input type="checkbox"/> Town Commission *** (If vacancy)</p> <p><u>7</u> <input type="checkbox"/> Other Board /Committee</p> |
|--|--|

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

- | | | | | |
|---|-----|-------------------------------------|----|-------------------------------------|
| Are you a resident of Highland Beach? | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| Are you a registered voter in Highland Beach/Palm Beach County, FL? | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| Are you currently serving on a Town Board? | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| Have you ever served on a Town Board/Committee? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes No

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes No

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

Although I predominantly serve as a Consultant to community organizations, I occasionally work as ~~a licensed catastrophe insurance adjuster and have adjusted claims for homeowners impacted by hurricanes and coastal wind storms.~~ I believe I possess a unique combination of experience serving the community while at the same time, staying abreast of building codes and other issues of ~~importance to homeowners along coastal areas.~~ I am also mandated to earn CEUs by the State of Florida to maintain my insurance license, and this is valuable experience I can bring to the position.

Please summarize your volunteer experience(s):

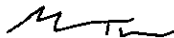
My nonprofit experience naturally provides ample experience for me to volunteer. I helped lead the ~~Boca Raton Childrens Museum to successful conclusion of a \$3 million capital campaign to rebuild the original house in which the museum is located.~~ I have volunteered for beach cleanups, Salvation Army Christmas toy drives, veterans assistance organizations and others.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

October 27, 2023

Date

Resume Attached

Michael Robert Thorson

4206 S. Ocean Boulevard, #3, Highland Beach, FL 33487 | 954-801-2425 | thorson12000@yahoo.com

Summary of Qualifications

- Florida Licensed Insurance Adjuster #W471869
- Knowledgeable about coastal building risk mitigation
 - Expert, professional communication skills
- Extensive Fundraising Development Experience

2018-2023 Nonprofit Consultant, PhilanthroPros, Pompano Beach, FL

Partner for nonprofit fundraising firm assisting new and existing nonprofits to establish sound development strategies. Developed and implemented major gifts cultivation strategies, planned giving, annual funds and special events. Clients include(d) Christi Academy, Covenant Care, Senior Economic Housing Development Council and others.

2007-2018 Nonprofit Consultant & Capital Campaign Manager, Thorson Strategic, Highland Beach, FL

Independently and as contracted co-counsel for leading fundraising firms, responsible for developing and directing client development activities including capital campaigns (for new building construction), strategic planning, major gifts, special events, volunteer management, board development, planned giving, grant-writing and print correspondence. Clients included Immaculata LaSalle Catholic School, Aurora Central Catholic School \$3,500,000, St. Anastasia Catholic Church \$4,500,000.

2003-2007 Development Director, Paralyzed Veterans Association (PVA), Fort Lauderdale, FL

Secured new sources of funding through major gifts, grants and special events. Recruited volunteers and established new fundraising initiatives including the Today's Veteran Annual Fund and the organization's inaugural lead event. Additional responsibilities included community partnership development, collateral and appeal letters, volunteer recruitment and corporate sponsorship.

2001-2003 Capital Campaign Director, Community Consulting Services (CCS)

Developed and directed capital fundraising campaigns for Catholic institutions. Archdiocese of Kansas City (\$50,000,000) and the Diocese of Des Moines (\$35,000,000). Responsibilities included parish campaign management, volunteer recruitment, collateral development, training and solicitation of lead gifts.

Resume Note: Fundraising Consulting is my full-time job. But during hurricane season and in-between consulting clients, I often serve as a building inspector for insurance companies and as an Independent Insurance Adjuster, handling claims for homeowners impacted by hurricanes and other weather-related disasters.

EDUCATION

Continuing education in insurance adjusting as required by State of Florida
Catastrophe Adjusting Insurance Academy, June 2021
Southern Illinois University, BA Communications (Foreign Language/International Business)
College of DuPage, AA

VOLUNTEERISM

Habitat for Humanity
Salvation Army
Boca Raton Children's Museum (former Board Member)
Association of Fundraising Professionals (Instructor)

OTHER

Florida Independent All Lines 6-20 Licensed Insurance Adjuster License #W471869



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Jane Perlow

DATE: November 7, 2023

SUBJECT: Initial Vetting of Applicant: Michael Thorson

On November 7, 2023 (date), I met with Michael Thorson (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.


Detail Explanation:

Excellent Resume. Experience in business and Community affairs. Will be an asset to the Code Enforcement board. Jane Perlow Vice Chair Code Enforcement

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

For the Appointment of this Applicant

Against the Appointment of this Applicant



Signature of Board Chairperson

File Attachments for Item:

A. Approval of Meeting Minutes

November 07, 2023 Town Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

TOWN HALL COMMISSION CHAMBERS
3614 S. OCEAN BLVD.
HIGHLAND BEACH, FL

Date: November 07, 2023
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Judith Goldberg
Commissioner Donald Peters
Commissioner Evalyn David
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Glen Torcivia
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

Town Commission led the Pledge of Allegiance to the United States of America.

4. APPROVAL OF THE AGENDA

MOTION: David/Goldberg – Moved to approve the agenda as presented, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

A. Veterans Day Proclamation

Mayor Moore read the proclamation and acknowledged November 11th as Veterans Day.

6. PUBLIC COMMENTS

Ms. Barbara Nestle provided public comments.

Ms. Joanne Ryan, Permit Sea Turtle holder provided comments.

7. ANNOUNCEMENTS

Mayor Moore read the announcements as follows:

Board Vacancies

Board of Adjustment and Appeals Two (2) vacancies, for a three year-terms and
One (1) vacancy for an unexpired term ending September 21, 2024

Code Enforcement Board One (1) vacancy for an unexpired term ending September 21, 2024

Meetings and Events

November 09, 2023 9:30 A.M. Planning Board Regular Meeting

November 10, 2023 Town Hall closed in observance of Memorial Day

November 14, 2023 1:00 P.M. Code Enforcement Board Regular Meeting

November 21, 2023 1:30 P.M. Town Commission Meeting

Board Action Report

1. Planning Board Recommendations on the proposed amendment concepts pertaining to the Accessory Marine Facility (AMF) and seawall regulations of the Town Code.

Town Planner Ingrid Allen provided a brief history of the previous public meetings of the Town Commission and Planning Board discussions on the proposed amendment concepts pertaining to the Accessory Marine Facility (AMF) and seawall regulations of the Town Code. Chairperson of the Planning Board, Eric Goldenberg discussed the Planning Board's recommendations on the proposed amendment concepts. In addition, Mr. Jason Chudnofsky, a member of the Planning Board, also provided comments on the matter.

Mayor Moore suggested that the Town Commissioners, who have not had an opportunity to tour the Town waterways via the Police Department's Marine Patrol Unit to schedule a tour with the Police Department to view the marina facilities and seawalls.

This item will be placed on future Town Commission agendas for continued discussion.

8. ORDINANCES (

A. Ordinance No. 2023-003 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the code of ordinances, at Chapter 33 "Acquisition of Goods and Services, "Section 33-2 "Methods of Acquisition"; Amending Section 33-3 "Town Commission Approval"; and for other purposes; providing for the repeal of all ordinances in conflict, codification, severability, and an effective date (First Reading was October 03, 2023).

Mayor Moore mentioned this was the second reading of the ordinance. She opened the item for public comments. Hearing none, she closed the public comments.

MOTION: David/Goldberg – Moved to adopt Ordinance No. 2023-004. Upon roll call: Commissioners David, Goldberg, and Peters (Yes), Vice Mayor Stern and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

B. Ordinance No. 2023-004 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Funding Limitation of \$350,000, set forth in Section 2.01(30) of the Town of Highland Beach Charter, shall be adjusted to \$900,000 to account for the past 32 years of inflation and be adjusted annually thereafter on June 1st (beginning In 2025) in accordance with the Regional Consumer Price Index (MSA); providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date (First Reading was October 17, 2023).

Mayor Moore mentioned this was the second reading of the ordinance pertaining to the referendum ballot question to increase the Town's funding limitation. She opened the item for public comments. Hearing none, she closed the public comments.

MOTION: David/Stern – Moved to adopt Ordinance No. 2023-004. Upon roll call: Commissioner David (Yes), Vice Mayor Stern (Yes), Commissioners Goldberg and Peters (Yes), and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

C. Ordinance No. 2023-005 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town Of Highland Beach, Florida, calling for a Referendum of the Qualified Electors of the Town of Highland Beach to be held on March 19, 2024, as to whether the Town of Highland Beach shall amend its Charter at Article I, Section 1.06(7) to provide the Town Commission the discretion to designate, by resolution, the Palm Beach County Canvassing Board to serve as Highland Beach's Canvassing Board during the Uniform Municipal Elections; providing for notice and advertising of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, codification, and an effective date (First Reading was October 17, 2023).

Mayor Moore mentioned this was the second reading of the ordinance pertaining to the referendum ballot question related to the Canvassing Board. She opened the item for public comments. Hearing none, she closed the public comments.

MOTION: David/Goldberg – Moved to adopt Ordinance No. 2023-005 on second/final reading. Upon roll call: Commissioners David, Goldberg, and Peters (Yes), Vice Mayor Stern, and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

D. Ordinance No. 2023-006 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to update and amend the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was October 17, 2023).

Mayor Moore mentioned this was the second reading of the ordinance pertaining to updating the building code. She opened the item for public comments. Hearing none, she closed the public comments.

MOTION: David/Goldberg – Moved to adopt Ordinance No. 2023-006. Upon roll call: Commissioners David, Goldberg, and Peters (Yes), Vice Mayor Stern and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

9. **CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

October 17, 2023 Town Commission Meeting Minutes

MOTION: David/Stern – Moved to approve the Consent Agenda as presented, which passed unanimously 5 to 0.

10. UNFINISHED BUSINESS

A. Fire Rescue Implementation Update

Fire Chief Glen Joseph provided an update on the recruiting and hiring process for firefighters, the construction of the fire rescue building, the fire truck, and purchase of fire equipment.

There were conversations about future use and the potential to renovate the old fire station area, the façade and painting all town owned buildings white. Town Manager Labadie explained that Kaufmann Lynn Construction will provide draft plans for the old fire station area along with cost. Fire Chief Joseph will speak with Kaufmann Lynn about paint colors. Town staff will provide the Town Commission with samples of paint colors.

Fire Chief Joseph mentioned Wednesday, December 6 is the Top Off Ceremony hosted by Kaufman Lynn Construction. Also, the Town will receive the temporary certificate of occupancy in mid-April of 2024 and the official certificate of occupancy in June or July of 2024.

Town Manager Labadie talked about the State of Florida Joint Legislative Committee's draft preliminary operational audit findings related to the existing interlocal agreement between the City of Delray Beach and the Town for fire rescue services. The draft audit findings were released to the media last Tuesday. He had not been contacted by the state nor made aware that the audit findings were released. Town Manager Labadie also mentioned the reasons why the Town chose to create its own fire rescue department. Besides, he talked about the audit findings and lack of support documents to prove the findings.

Town Attorney Torcivia is preparing a response letter to the State Joint Legislative Audit Committee expressing the Town's concerns regarding the process. Additionally, Town Manager Labadie has contacted an outside legal counsel to develop a pre-litigation strategy to protect the Town's interests.

Town Attorney Torcivia provided comments about the turmoil, turnovers, and mismanagement of the City of Delray Beach over the past ten years. He

commented that he would be embarrassed if he was Delray Beach. He also believed that the Town overpaid the City of Delray Beach.

The next steps: 1) Town Manager Labadie and Attorney Torcivia will work on the immediate response to the Joint Legislative Audit Committee expressing the Town's concerns; 2) the Town Manager will speak with an outside expert legal counsel about pre-litigation strategies; 3) the Town's external auditor will close out their research so the Town will have a record; 4) the Town Manager will provide the Town Commission with an update on the matter regularly; and 5) Town Manager plan to attend the upcoming Joint Legislative Committee meeting for the final audit findings.

Mayor Moore opened the item for public comments.

Mr. Jason Chudnofsky provided comments.

Hearing no further comments, Mayor Moore closed the public comments.

B. Florida Department of Transportation (FDOT) RRR Project Update

Town Manager Labadie announced FDOT sent out a Public Notice about their meeting in Boca Raton related to the Boca project. Town staff will send the notice out to the public.

C. Building Department Recertification Program Update

Town Manager Labadie reported that the program is working well.

D. Continued discussion of Milani Park.

Town Manager Labadie reported the following:

On February 1, 2024, Palm Beach County will host a public input meeting about the development of Milani Park.

He is making calls to find an archeologist and a special counsel to help with reviewing the work of the county.

He spoke about Senate Bill 108 – Live Local as it relates to development.

11. NEW BUSINESS

A. Approve and authorize the Town Manager to execute a Construction Services Agreement with Baxter & Woodman, Inc. in the amount of \$89,935.22 for Lift Station No. 3 Rehabilitation Project.

Mayor Moore read the title of this item.

MOTION: David/Goldberg – Moved to approve and authorize the Town Manager to execute a Construction Services Agreement with Baxter & Woodman, Inc. in an amount of \$89,935.22 for Lift Station No. 3 Rehabilitation Project. Upon roll call, Commissioners David, Goldberg, and Peters (Yes), Vice Mayor Stern and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

B. Approve and authorize Town staff to purchase an annual supply of sulfuric acid, sodium hydroxide and corrosion inhibitor chemicals from multiple vendors in an amount of \$173,008.40 for the Town's Water Treatment Plant operations.

Mayor Moore read the item for this item. Public Works Director Pat Roman provided comments about this item.

MOTION: David/Goldberg – Moved to approve and authorize Approve and authorize Town staff to purchase an annual supply of sulfuric acid, sodium hydroxide and corrosion inhibitor chemicals from multiple vendors in an amount of \$173,008.40 for the Town's Water Treatment Plant operations. Upon roll call: Commissioners David, Goldberg, and Peters (Yes), Vice Mayor Stern and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg thanked everyone that spoke at the meeting today. She will be attending the Florida League of Cities meeting next week.

Commissioner Donald Peters thanked Town Planner Allen, Chairperson Goldberg, and Mr. Chudnofsky for their comments today. He also thanked the veterans for their serve.

Commissioner Evalyn David expressed sympathy for the people who have lost loved ones and those that have been injured because of the conflict in the middle east.

Vice Mayor David Stern announced that there will Condo Presidents and Managers meeting on Thursday, November 9.

Mayor Natasha Moore announced that State Representative Peggy Gossett-Seidman, District 91 is a co-sponsor along with Florida House Representative Katherine Waldron, District 93, and Senator Lori Berman on Senate Bill 125 (House Resolution 125) regarding the State of Israel. She also thanked State Representative Gossett-Seidman.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia had nothing to report.

14. TOWN MANAGER’S REPORT

Town Manager Labadie reported the following:

The Mingle and Jingle Holiday Community Event will be held on Thursday, December 7 from 5:30 P.M. to 7:30 P.M. at Saint Lucy Catholic Church. He thanked Reverend Father Horgan.

Congratulations to Eric Marmer! He was selected as the new Town Manager for the Town of Manalapan.

The Top Off Ceremony hosted by Kaufman Lynn Construction will be held on Wednesday, December 6 at 12:30 P.M.

He mentioned that the efforts the Town Commission is making to create its own Fire Department will be amazing, successful, and will provide unparalleled services to the community.

15. ADJOURNMENT

The meeting adjourned at 3:48 P.M.

APPROVED: November 21, 2023, Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Lanelda Gaskins

11/21/2023

Date

Lanelda Gaskins, MMC
Town Clerk

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town’s Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

File Attachments for Item:

A. Approve and authorize Town staff to purchase the Bauer Model L13-E3 Breathing Air Station from Compressed Air Supplies & Equipment, Inc. in the amount of \$52,805.00 for the Fire Rescue Department (piggyback NPPGov contract #PS20095).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE 11/21/23
SUBMITTED BY: Fire Rescue Department
SUBJECT: Piggyback Procurement – Bauer Model L13-E3 Breathing Air Station

SUMMARY:

The Bauer Model L13-E3 breathing air station is an advanced and top-performing air compressor system designed for demanding high-pressure applications. It is used to efficiently refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets the highest standards for human respiration. This system purifies high-pressure air to a quality that exceeds all recognized standards for breathing air. This ensures that firefighters have a reliable and safe source of breathing air when responding to fires or other hazardous situations. The front-loading, three-position containment fill station ensures that the SCBA cylinders are safely enclosed during the refilling process. BAUER compressors are renowned for their quality and durability, making them a dependable tool for the Fire Rescue Department.

A quote to supply the compressor and components was provided by Compressed Air Supplies & Equipment through a cooperative purchasing group NPPGov contract with a discount off the list price of 10% for the compressor and components.

FISCAL IMPACT:

\$52,805.83

ATTACHMENTS:

Quote for Bauer Model L13-E3 breathing air station.
NPPGOV Contract

RECOMMENDATION:

Approve and authorize the purchase of Bauer Model L13-E3 Breathing Air Station in accordance with NPPGOv contract #PS20095.

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and BAUER COMPRESSORS, INC. (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain HIGH PRESSURE BREATHING AIR COMPRESSOR SYSTEMS AND ACCESSORY’S, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1920 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A. Purchaser recognizes the items are sold FOB Ex-works Norfolk, Virginia and any costs associated with freight, offloading and final placement of the equipment shall be tendered separately. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F and the aforementioned section 4.1, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer via separate quote shipping costs to the Purchaser's location, as well off loading, final positioning and installation of the compressor system and ancillary components as upon request.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Purchaser accepts the passage of ownership as fob ex-works Norfolk, Virginia. Vendor shall work with the Purchaser should damage occur to the goods during transit. It is the responsibility of the Purchaser to inspect the goods prior to delivery vehicle departure from the end-users location.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 Purchaser accepts the passage of ownership as fob ex-works Norfolk, Virginia. Vendor shall work with the Purchaser should damage occur to the goods during transit. It is the responsibility of the Purchaser to inspect the goods prior to delivery vehicle departure from the end-users location. If any of the Products are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

BAUER COMPRESSORS, INC.
1328 Azalea Garden Road
Norfolk, VA 23502
ATTN: William Dickson
Email: bill.dickson@bauercomp.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

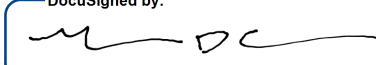
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...


Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 4/17/2020

VENDOR:

DocuSigned by:
Signature: 
535823633D62407...

Printed Name: William Dickson

Title: VICE PRESIDENT OF SALES

BAUER COMPRESSORS, INC.

Dated: 4/17/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
OPEN-CIRCUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
FACEPIECES	
REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
BREATHING AIR STORAGE CYLINDERS	10%
MAINTENANCE, SERVICE AND TESTING	
HIGH PRESSURE BREATHING AIR COMPRESSOR SYSTEMS AND COMPONENTS	10%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 13364BC359354E4C849576CA8816258C	Status: Completed
Subject: Please DocuSign: MPA 1920 LOC and Bauer SCBA FINAL.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

Record Tracking

Status: Original 4/17/2020 8:05:38 AM	Holder: Bill DeMars bill.demars@nppgov.com	Location: DocuSign
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Signer Events

Mike Cully
mcully@orcities.org
Executive Director
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

38C546F8869143E...
Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

Timestamp

Sent: 4/17/2020 9:09:45 AM
Viewed: 4/17/2020 9:20:08 AM
Signed: 4/17/2020 9:20:19 AM

Electronic Record and Signature Disclosure:
Accepted: 4/17/2020 9:20:08 AM
ID: c1e5bdd1-485c-432d-be63-6fd9a03b4b1f

William Dickson
bill.dickson@bauercomp.com
VICE PRESIDENT OF SALES
Security Level: Email, Account Authentication (None)

DocuSigned by:

535823633D62407...
Signature Adoption: Pre-selected Style
Using IP Address: 216.54.44.82

Sent: 4/17/2020 9:09:45 AM
Viewed: 4/17/2020 10:08:38 AM
Signed: 4/17/2020 10:27:27 AM

Electronic Record and Signature Disclosure:
Accepted: 4/15/2020 7:01:53 AM
ID: 460eee00-c0ce-4843-b3b5-598694f5efc2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2020 9:09:45 AM
Certified Delivered	Security Checked	4/17/2020 10:08:38 AM
Signing Complete	Security Checked	4/17/2020 10:27:27 AM
Completed	Security Checked	4/17/2020 10:27:27 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

COMPRESSED AIR SUPPLIES & EQMT,
 INC
 Info@compressedairsupplies.com
 4081 SW 47th Ave, Suite 17
 Davie, FL 33314

Estimate

Date	Estimate No.
11/7/2023	15804

Name/Address

Town of Highland Beach
 3614 S. Ocean Boulevard
 Highland Beach, FL 33487

Ship To

Town of Highland Beach
 Attn: Chief Glenn Joseph
 3614 S. Ocean Boulevard
 Highland Beach, FL 33487

P.O. No.	Terms	Rep	Ship Via
	Credit Card	Sean	

Item	Description	Qty	Rate	Total
	PRICING FOR EQUIPMENT BASED ON NPPGOV CONTRACT #PS20095. CONTRACT VALID THROUGH 4/17/26 LEADING AGENCY: LEAGUE OF OREGON CITIES MEMBER #:			
Total				

Estimate Valid for 30 Days

Customer Pricing Note: A 3.99% Customer Service Charge is applied to all sales. As an incentive for customers we now provide a discount to pay with cash or check by giving a 3.99% immediate discount on your purchase

COMPRESSED AIR SUPPLIES & EQMT,
INC

Info@compressedairsupplies.com
4081 SW 47th Ave, Suite 17
Davie, FL 33314

Estimate

Date	Estimate No.
11/7/2023	15804

Name/Address

Town of Highland Beach
3614 S. Ocean Boulevard
Highland Beach, FL 33487

Ship To

Town of Highland Beach
Attn: Chief Glenn Joseph
3614 S. Ocean Boulevard
Highland Beach, FL 33487

P.O. No.	Terms	Rep	Ship Via
	Credit Card	Sean	

Item	Description	Qty	Rate	Total
Bauer L13-E3	Bauer Vertecon VTC-13-E3 IK12.14II Block 13.0 scfm/10.8 FAD, 6000 PSI Service -BAUER breathing air purification system -Open vertical cabinet made of formed sheet and plate goods provides a firm foundation for all pressure bearing components -Modern cabinet design with unsurpassed maintenance accessibility. No hand tools are required for normal maintenance checks and fluid level confirmation. -BAUER PLC based controller with indicator lights. -Self adjusting drive belt Tensioner -NEMA 4 rated electrical enclosure with UL® listed control panel -All wiring harnesses incorporated within a corrugated loom with number coding for easy system diagnosis -Emergency stop push button -.049 wall thickness stainless steel tubing throughout ,no cheap plastic tubing -Rugged powder coat finish -Local Mounted Gauges -P2 Securus Filter System - ACD- Automatic Condensate Drain, -Motor 10 H.P. ODP-230 Volts only, 3 Phase, 60 Hertz R22	1	25,290.00	25,290.00
D-10	NPP Discount 10%		-10.00%	-2,529.00
Bauer HC6000-4-BANK	Bauer HC6000-4-Bank 4 UN Tanks R21	1	9,488.00	9,488.00
D-10	Preferred Customer Discount 10%		-10.00%	-948.80

Total

Estimate Valid for 30 Days

Customer Pricing Note: A 3.99% Customer Service Charge is applied to all sales. As an incentive for customers we now provide a discount to pay with cash or check by giving a 3.99% immediate discount on your purchase

COMPRESSED AIR SUPPLIES & EQMT,
 INC
 Info@compressedairsupplies.com
 4081 SW 47th Ave, Suite 17
 Davie, FL 33314

Estimate

Date	Estimate No.
11/7/2023	15804

Name/Address

Town of Highland Beach
 3614 S. Ocean Boulevard
 Highland Beach, FL 33487

Ship To

Town of Highland Beach
 Attn: Chief Glenn Joseph
 3614 S. Ocean Boulevard
 Highland Beach, FL 33487

P.O. No.	Terms	Rep	Ship Via
	Credit Card	Sean	

Item	Description	Qty	Rate	Total
Bauer GT/CO/III	Bauer GT/CO/III Electronic carbon monoxide monitor complete with calibration kit wired for alarm and shutdown (Calibration gas included) R23	1	4,724.00	4,724.00
D-10	NPP Discount 10%		-10.00%	-472.40
Bauer CFS5.5-2S Packag...	Bauer CFS5.5-2S Package A Two position CFS equipped with inlet pressure gauge, adjustable regulator, regulated pressure gauge, fill control valve and fill pressure gauges. Standard scope of supply and including the following additions: dual function, top mount, four bank cascade panel. The dual function feature offers the ability to refill a storage bank, even with the bank valve closed, while filling SCBA's from another bank. The system also includes an air direction valve allowing the operator to select "filling from storage" or "filling direct from the compressor." Additionally the scope includes a remote fill hose connection including bulkhead fitting, adjustable regulator for up to 6000 psig service, gauge, isolation valve, and quick connect/disconnect.	1	16,538.00	16,538.00
D-10	R23		-10.00%	-1,653.80
Ship & hand	Shipping with Insurance & Handling	1	2,369.83	2,369.83
Total				\$52,805.83

Estimate Valid for 30 Days

Customer Pricing Note: A 3.99% Customer Service Charge is applied to all sales. As an incentive for customers we now provide a discount to pay with cash or check by giving a 3.99% immediate discount on your purchase