



TOWN COUNCIL REGULAR MEETING AGENDA

November 15, 2023 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

NOTICE: If any person decides to appeal any decision of the Town Council at this meeting, he or she will need a record of the proceedings and for that purpose, he or she may need to ensure that a verbatim record of the proceedings is made, such record includes the testimony and evidence upon which the appeal is to be based. The Town does not prepare or provide such record. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact Caitlin E. Copeland-Rodriguez, Town Clerk, at least 48 hours in advance to request such accommodations.*

The meeting will be broadcast live on The Town of Juno Beach YouTube page and can be viewed any time at: <https://www.youtube.com/@townofjuno-beach477/streams>

HOW CITIZENS MAY BE HEARD: Members of the public wishing to comment publicly on any matter, including items on the agenda may do so by: Submitting their comments through the Public Comments Webform at: https://www.juno-beach.fl.us/towncouncil/webform/public-comments#_blank (all comments must be submitted by Noon on day of Meeting). Please be advised that all email addresses and submitted comments are public record pursuant to Chapter 119, Florida Statutes (Florida Public Records Law). The Town Clerk or designee will read public comments into the record at the appropriate time for no more than three (3) minutes; or make their comment in-person; or participate from a remote location using Zoom – please contact the Town Clerk at ccopeland@juno-beach.fl.us by Noon on the day of the meeting to receive the Meeting ID and Access Code. (Please note that all members participating via Zoom must login at least 15 minutes prior to the meeting and will be muted upon entry until Public Comments is called).

****Please note that the Zoom meeting will lock for public comments at 5:30pm and no other entries will be permitted.***

All matters listed under Consent Agenda, are considered to be routine by the Town Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

CALL TO ORDER

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

COMMENTS FROM THE TOWN MANAGER, THE TOWN ATTORNEY, AND STAFF

COMMENTS FROM THE PUBLIC

All Non-Agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to complete a comment card with their name and address prior to the start of the meeting as well as state their name and address for the record when called upon to speak (prior to addressing the Town Council). Town Council will not discuss these items at this time. Comments needing a reply will be referred to Staff for research; a report will be forwarded to the Town Council; and citizens will be contacted.

CONSENT AGENDA

1. Town Council Meeting Minutes for October 25, 2023
2. Document Imaging Replacement System
3. Grant Opportunities and Pending Applications
4. Drone Purchase & Reimbursement
5. AEDs in Public Places
6. 2023 Financial and Investment Reports

COUNCIL ACTION/DISCUSSION ITEMS

7. Second Reading -- Ordinance No. 772 creating Audit Oversight Committee
8. Charter Amendment Ordinances – Second Reading (Ordinance No. 773-777)
9. Ordinance No. 778 – Increasing and equalizing the salaries of the Mayor and Councilmembers (First Reading)
10. Landscape and Maintenance Services Bid Award
11. Special Event Request – Wedding Ceremony at Juno Beach Access 6
12. Donation Policy
13. Discussion – Master Development Plan
14. Discussion – Town Organization Sponsorship

COMMENTS FROM THE COUNCIL

ADJOURNMENT



TOWN COUNCIL REGULAR MEETING MINUTES

October 25, 2023 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT: ALEXANDER COOKE, MAYOR
PEGGY WHEELER, VICE MAYOR
MARIANNE HOSTA, VICE MAYOR PRO TEM
ELAINE K. COTRONAKIS, COUNCILMEMBER
DD HALPERN, COUNCILMEMBER

ALSO PRESENT: DAVID DYESS, TOWN MANAGER
LEONARD RUBIN, TOWN ATTORNEY
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
FRANK DAVILA, DIRECTOR OF PLANNING & ZONING
ISABELLA HICKEY, PLANNING TECHNICIAN
ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER

AUDIENCE: 36

CALL TO ORDER – 5:30PM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Council gave consensus to move Item #15 up to Item #10A.

PRESENTATIONS – None

COMMENTS FROM THE TOWN MANAGER, THE TOWN ATTORNEY, AND STAFF

COMMENTS FROM THE PUBLIC

All Non-Agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to complete a comment card with their name and address prior to the start of the meeting as well as state their name and address for the record when called upon to speak (prior to addressing the Town Council). Town Council will not discuss these items at this time. Comments needing a reply will be referred to Staff for research; a report will be forwarded to the Town Council; and citizens will be contacted.

Public Comments Opened at 5:37pm.

Public Comments Closed at 5:39pm.

CONSENT AGENDA

1. Town Council Meeting Minutes for September 27, 2023
2. Proclamation – Veterans Day
3. Special Event Request – 2023 Holiday Boat Parade
4. Special Event Request – North Pole Christmas Tree Event
5. Special Event Request – Holy Spirit Lutheran Christmas Eve Service on the Pier
6. Resolution No. 2023-19 – Participation Agreement with Palm Beach County for Publication of Legal Notices on County Designated Publicly Accessible Website
7. Asset Disposals
8. Monthly Balance Sheets

MOTION: Cotronakis/Wheeler made a motion to approve the consent agenda.

ACTION: The motion passed unanimously.

COUNCIL ACTION/DISCUSSION ITEMS - Public Hearing was Opened for each item below.

9. Consider Code Enforcement Fine/Lien Reduction

MOTION: Halpern made a motion to deny the request for fine/lien reduction.

ACTION: Motion failed for lack of a second.

MOTION: Wheeler/Hosta made a motion to reduce the total amount of certified fines by 50% and add the incurred costs of the Town (\$1,451.10) to be paid within 15 days.

ACTION: The motion passed 3-2 with Mayor Cooke and Councilmember Halpern opposed.

10. Kagan Park Playground Vendor Selection – Councilmember Halpern presented pictures of local parks (see attached).

MOTION: Cotronakis/Halpern made a motion to select Kompan as the vendor for the Kagan Park Playground equipment.

ACTION: The motion passed 4-1 with Mayor Cooke opposed.

- 10A. Discussion on Annexation

Council gave unanimous consensus to have staff continue to pursue the Captain's Key neighborhood for voluntary annexation.

11. Special Event Request – Community Cookout Trick or Treat Trail

Mayor Cooke recused himself from discussion and vote on this item.

MOTION: Halpern/Wheeler made a motion to approve the special event request and waive the staff service fees but have the applicant responsible for remainder of the fees as stated on the application.

ACTION: The motion passed 4-0.

Council gave unanimous consensus to have the live music limited to acoustic per the Town's noise ordinance.

Council gave unanimous consensus to have a discussion on setting a policy for special event requests on a future agenda.

12. First Reading -- Ordinance No. 772 creating Audit Oversight Committee

MOTION: Halpern/Hosta made a motion to approve Ordinance No. 772 on first reading as revised.

ACTION: The motion passed 4-1 with Councilmember Cotronakis opposed.

13. Charter Amendment Ordinances – First Reading (Ordinance No. 773-777)

MOTION: Halpern/Wheeler made a motion to approve Ordinance No. 773 on first reading.

ACTION: The motion passed unanimously.

MOTION: Cotronakis/Halpern made a motion to approve Ordinance No. 774 on first reading.

ACTION: The motion passed unanimously.

MOTION: Halpern/Cotronakis made a motion to approve Ordinance No. 775 on first reading.

ACTION: The motion passed unanimously.

MOTION: Halpern/Wheeler made a motion to approve Ordinance No. 776 on first reading.

ACTION: The motion passed unanimously.

MOTION: Halpern/Cotronakis made a motion to approve Ordinance No. 777 on first reading as revised.

ACTION: The motion passed unanimously.

Mayor Cooke recessed the meeting at 8:30pm.

Mayor Cooke reconvened the meeting at 8:35pm.

14. Discussion – Council Compensation

MOTION: Halpern/Hosta made a motion to have the Town Attorney draft an ordinance to approve a uniformed compensation of \$8,400 equally for all the members of Council with a 2% annual increase.

(In accordance with the Town Charter, council salary shall become effective after the date of commencement of the terms of the Council members elected at the next regular election.)

ACTION: The motion passed 3-2 with Vice Mayor Wheeler and Councilmember Cotronakis opposed.

16. Board/Committee Application

MOTION: Halpern/Hosta made a motion to approve the application format.

ACTION: The motion passed unanimously.

17. Discussion on Donations for Veterans Organization

Council gave unanimous consensus to have staff work with resident Ken Craig on organizing an annual donation to a veteran flight.

18. Setting A Workshop Date for Mars Way Traffic Options and Paid Parking Discussion

Council gave unanimous consensus to have a Workshop on Mars Way Traffic Options and discussion on paid parking on January 8, 2024 from 3pm-5pm.

COMMENTS FROM THE COUNCIL

Council gave unanimous consensus to have a presentation on upcoming grant opportunities and pending applications on the next agenda; and have a community engagement session on the Kagan Park Playground Equipment.

ADJOURNMENT

Mayor Cooke adjourned the meeting at 9:48pm.

Alexander Cooke, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk

**Village of North Palm Beach - Anchorage Park
Playground - PLAYCRAFT Hardware
(Photo By DD Halpern October 24, 2023)
Equipment Age: Approx: 9 months**

Item #1.





**Village of North Palm Beach - Anchorage Park Playground
- PLAYCRAFT Hardware (Photo By DD Halpern,
September 25, 2023) Equipment Age Approx: 9 months.**



Village of North Palm Beach - Anchorage Park
Playground - PLAYCRAFT Hardware
(Photo By DD Halpern October 24, 2023)
Equipment Age: Approx: 9 months



October 24, 2023 - The Benjamin School,
North Palm Beach - Playground by
PLAYCRAFT (Photo by DD Halpern)

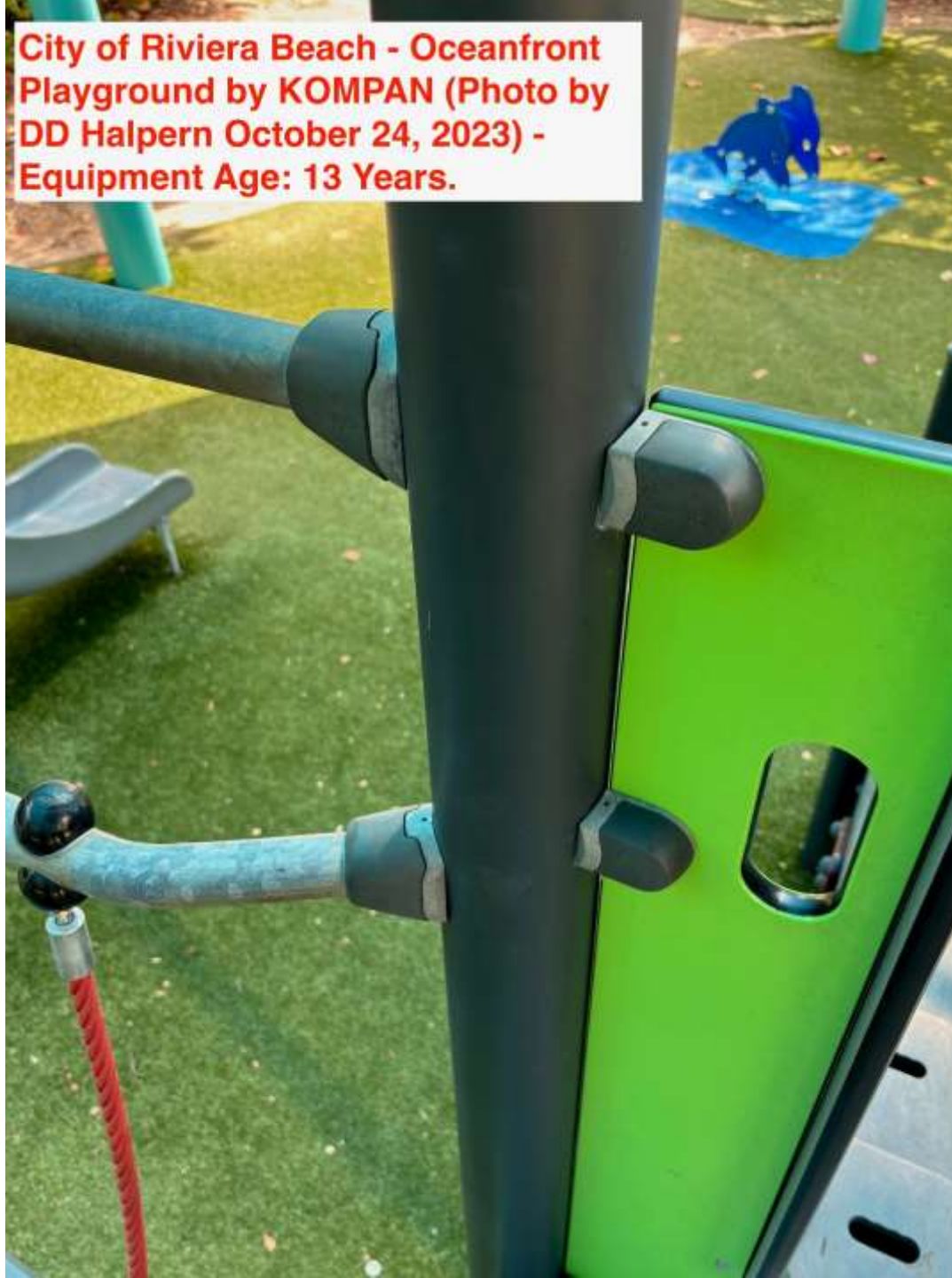
The Benjamin School - North Palm Beach -
PLAYCRAFT
(Photo By DD Halpern October 24, 2023)

Item #1.

The Benjamin School - North Palm Beach -
PLAYCRAFT Spinner Bowl
(Photo By DD Halpern October 24, 2023)
Equipment Age: Approx: 9 months



**City of Riviera Beach - Oceanfront
Playground by KOMPAN (Photo by
DD Halpern October 24, 2023) -
Equipment Age: 13 Years.**



Item #1.

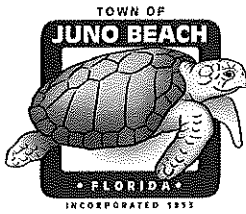


City of Riviera Beach - Oceanfront Playground by KOMPAN (Photo by DD Halpern October 24, 2023). Equipment Age: 13 Years, installed 2010.

City of Riviera Beach - Oceanfront Playground by KOMPAN - Spinner Bowl. (Photo by DD Halpern October 24, 2023) - Equipment Age: 13 Years.



Item #1.



Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

RECUSAL FORM

I, Abraha R. Cook, holding the position of
(Please Print Full Name)

Mayor, hereby under oath depose and say:
(Please print title and name of board/commission)

1. A matter involving Special Event is
presently before the Juno Beach Town Council.
(Please print name of board/commission) 10/25/23

2. I have the following interest in the matter noted in paragraph 1 above:

Wife is President of Foundation Hosting Event

3. {Please select one of the following}

A. In compliance with RIGL §36-14-6(1), I hereby recuse myself from participating in the discussion of or taking official action relating to said matter.

B. In compliance with RIGL §36-14-6(1), I hereby state that despite the Interest described above, I believe I am able to participate fairly, objectively and in the public interest regarding said matter for the following reasons:

Signed under the penalties of perjury on this 30 day of October, 2023.

[Signature]
Signature



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: D. Dyess, Town Manager
Item Title: Document Imaging Replacement System

DISCUSSION:

During the budgeting process I spoke with council members about the need to replace our current document imaging and management system. Our current system is very old and is no longer being sold or supported. The council approved a \$50,000 budget item for this replacement in the fiscal year 24 budget. LaserFiche has been around for decades and is considered one of the premier solutions for official records.

The cost to move our current records from the old system to the new system was cost prohibitive, however with some automation processes that LaserFiche does natively we can work on manually moving those records over to the new system over time. We are implementing a portal so that our current resolutions and ordinances hosted from MCCi can now be internally hosted and possibly be able to provide additional public records online for better public access.

The initial cost for licensing and installation is \$44,561.50 with the annual license reoccurring at \$8,395.00. We believe that after the first year we can remove some of the services to bring the reoccurring down to \$6,190.00.

MCCi has a valid RFP bid contract through OMNIA Partners that we are piggybacking for pricing, which is a valid procurement method in compliance with our policy.

<https://www.omniapartners.com/suppliers/mcci/public-sector/contract-documents#contract-1565>

RECOMMENDATION:

Motion to approve the manager to sign all contracts related to implementing LaserFiche.

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20042

Item #2.

INITIAL LASERFICHE SUBSCRIPTION SITE LICENSE ORDER

Pursuant to Master Services Agreement No. 20042 ("**Agreement**"):

This Initial Laserfiche Subscription Site License Order, designated as Addendum No. 1, is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

TOWN OF JUNO BEACH ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: David Dyess
ddyess@ci.stuart.fl.us
cc AP Contact: Finance@juno-beach.fl.us

Client Name: Town of Juno Beach
Client Address: 340 Ocean Drive, Juno Beach, FL 33408
Quote Number: 29443
Order Type: Net New

Quote Date: November 3, 2023

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	OMNIA- NCPA 01-162	<i>Annual Total</i>
<u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u>				
<input checked="" type="checkbox"/> Laserfiche Municipality Site License Subscription (Pop < 10k)	1	\$3,100.00	\$2,945.00	\$2,945.00
<input checked="" type="checkbox"/> Laserfiche Records Management Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Advanced Audit Trail Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Forms Portal Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche SDK Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Sandbox Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Integration with DocuSign Subscription	1	Included*	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				\$2,945.00
<u>MCCI ANNUAL SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> Laserfiche PowerPack by MCCi Subscription <i>Requires dedicated Full Named User.</i>	1	\$1,000.00	\$950.00	\$950.00
<i>MCCI Annual Recurring Subscription Subtotal</i>				\$950.00
<u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> MCCi Managed Support Services for Laserfiche <i>Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.</i>	1	\$2,295.00	\$2,295.00	\$2,295.00
<input checked="" type="checkbox"/> Training Center for Laserfiche Subscription (10-24 Users)	1	\$1,620.00	\$1,620.00	\$1,620.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche (5-10 Users)	1	\$650.00	\$585.00	\$585.00

MCCi Supplemental Support Services Annual Recurring Subscription Subtotal

\$4,500.00

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	\$8,395.00
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<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA – NCP 01-162</i>	<i>Total</i>
MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK				
<input checked="" type="checkbox"/> New Installation and Repository Configuration <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$47,587.50	\$45,208.13	\$45,208.13
Professional Services Subtotal				\$45,208.13
<input checked="" type="checkbox"/> One-Time Services Discount <i>Discount is valid through 12/29/2023</i>				(\$9,041.63)

GRAND TOTAL - ONE-TIME SERVICES	\$36,166.50
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TOTAL LASERFICHE PROJECT COST	\$44,561.50
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**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> ▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

Description	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■
Remote access support through web conferencing service ⁺	■	■	■
Access to product update version and hotfixes (Client Download) ⁺	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms [*]			■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client*
- Mobile Server
- Federated Search*
- Directory Server (LFDS)* †
- Import Agent
- Workflow (Professional/Business only)
- Forms* (Professional/Business only)
- Audit Trail

*Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be [found here](#).

†Required for all Rio and Avante systems and cannot be removed.

Note: Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

* Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.

- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
 - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.



Exhibit A: Statement of Work

Town of Juno Beach

New Installation and Repository Configuration

Issued: November 7, 2023
Valid for 30 days



STATEMENT OF WORK (“SOW”)

This Statement of Work (including appendices hereto, the (“SOW”) is part of Client’s Master Agreement with MCCi (the “Master Agreement”) and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client has engaged MCCi for a new installation and implementation of Laserfiche. Client will use this new system for document management purposes for efficiency and organization. As a part of this project, MCCi will build and configure a new repository with the purpose of housing all Police Department related data. MCCi will build and configure a filing workflow to file in relevant documents and conduct user training as a part of this project as well.

PROJECT OBJECTIVES

- Project Kickoff and Staging
- Discovery/Requirements Gathering
- Laserfiche Subscription Starter Installation
- Repository Creation
- Repository Configuration
- Public Facing Laserfiche Web Products Installation and Configuration
- Laserfiche Filing Workflow Configuration
- User Training -Basic (Remote)
- Alpha Testing/User Acceptance Testing
- Solution Acceptance and Project Closeout

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
New Installation and Repository Configuration	TBD	Ana Teixeira

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Gabe Young	Solutions Engineer	gyoung@mccinnovations.com	(850) 701-0725

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
David Dyess	Town Manager	ddyess@ci.stuart.fl.us	

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
David Dyess	Town Manager	ddyess@ci.stuart.fl.us	

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
1: Project Kickoff and Staging	<p>Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc.</p> <p>Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols.</p> <p>Creation of Asana Project: MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through Asana and provide access to Client's project team.</p>
2: Discovery/ Requirements Gathering	<p>MCCi will complete requirements gathering with client stakeholders to discover all details required for successful migration.</p>
3: Laserfiche Subscription Starter Installation Services	<p>MCCi's Subscription Starter Installation Services is designed for MCCi to install and do initial configuration of the following applications: Laserfiche Server, Laserfiche Directory Server, Laserfiche Web Client, Import Agent, Laserfiche Windows Client, Workflow and Starter Audit Trail.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements ▪ Acquire, install, and set up TLS Certificates that meet Laserfiche requirements ▪ Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory) <p>MCCi DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Install and configure one (1) instance of each application in one (1) environment (PROD) as outlined in the Laserfiche Assumptions section ▪ Perform basic software deployment testing <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ Installing and configuring failover clusters or load balancing ▪ Configuring servers in DMZs ▪ Migration of existing Laserfiche environment/applications to new environment ▪ Configuring Identity Providers other than Active Directory ▪ Installation of Laserfiche Forms, Distributed Computing Cluster, Mobile Server, Federated Search, and ScanConnect <p>ASSUMPTIONS</p> <ul style="list-style-type: none"> ▪ Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
4: Repository Creation	<p>MCCi will create a new repository to house all Police Department Data. This will ensure separate data housing from other departments. Client will maintain both repositories.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Client will be responsible for creating a blank SQL Database pointing to the new repository <p>MCCi DELIVERABLES</p>

	<ul style="list-style-type: none"> ▪ Create one (1) repository in one (1) environment (PROD) on client's current Laserfiche Subscription system ▪ Perform basic software deployment testing to ensure repository functions and Client can log in successfully. ▪ Set root-level security <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ Configuring business routing logic ▪ Restructuring metadata ▪ Determining Records Management settings ▪ Cleaning up existing documents ▪ Configuring automated security ▪ Installing software ▪ Migrating Laserfiche system or MS SQL to new Windows Servers ▪ Migrating existing Laserfiche environment/applications to new environment ▪ Installing and configuring failover clusters or load balancing ▪ Configuring servers in DMZs ▪ MCCI is not responsible for SQL Database creation in regards to this milestone.
<p>5: Laserfiche Repository Configuration Services</p>	<p>MCCI's Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client's organization to build their Laserfiche repository from and help establish consistent standards the Client's organizations can build on. MCCI's team will work with Client's Project Manager to discover the templates and structure that fits the Client needs.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Define each user and group necessary to access Laserfiche ▪ Web Client 9.0 or later is installed and configured on Client system <p>MCCI DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Provide requirements gathering ▪ Create up to two (2) folder structures that consist of three (3) tiered levels with no more than ten (10) folders in each level ▪ Create up to two (2) Laserfiche templates with up to seven (7) fields each ▪ Create up to two (2) Laserfiche User Groups ▪ Set entry access security for up to two levels with no more than ten (10) folders in each level, for up to two (2) user groups ▪ Conduct one (1) session (three (3) hours total) of remote "train the trainer" training on repository configuration overview. <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ Configuring business routing logic ▪ Restructuring metadata ▪ Determining Records Management settings ▪ Cleaning up existing documents ▪ Configuring automated security ▪ Installing software ▪ Configuring workflows

<p>6: Public Facing Laserfiche Web Products Installation and Configuration Services</p>	<p>MCCi's public facing Laserfiche installation and configuration services is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Acquire, install, and set up TLS Certificates that meet Laserfiche requirements ▪ Provide servers in DMZ or Reverse Proxy ▪ Configure appropriate DNS entries ▪ Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory) <p>MCCi DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Install and configure one (1) instance of Laserfiche Public Portal (Weblink), Mobile and Web Client in one (1) environment (PROD) in a DMZ ▪ Configure Laserfiche software to use TLS Certificates supplied by Client ▪ Configure Laserfiche software to communicate with necessary internal servers ▪ Assuming Weblink is the instance chosen for installation and configuration: <ul style="list-style-type: none"> ▪ Basic configuration using the WebLink Designer not to exceed three (3) hours ▪ Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account ▪ Perform basic software deployment testing <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ Installing and configuring failover clusters or load balancing ▪ Provisioning Client servers in DMZs ▪ Customization of WebLink asp Microsoft .NET Framework file ▪ Configuration of Folder Filter Expression ▪ Configuration of ADFS/SAML Authentication <p>ASSUMPTIONS</p> <ul style="list-style-type: none"> ▪ Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers
<p>7: Laserfiche Filing Workflow Configuration Services</p>	<p>MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata <p>MCCi DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types) ▪ Rename documents and route to appropriate folder structure ▪ Create up to three (3) Laserfiche templates and up to seven (7) fields per template ▪ Provide requirements gathering ▪ Set root-level security ▪ Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team

	<ul style="list-style-type: none"> ▪ Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ Configuring business routing logic ▪ Restructuring metadata ▪ Determining Records Management settings ▪ Cleaning up existing documents ▪ Configuring automated security ▪ Installing software <p>ASSUMPTIONS</p> <ul style="list-style-type: none"> ▪ Workflow is already installed and configured.
<p>8: Laserfiche User Training - Basic (Remote)</p>	<p>MCCi's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client. Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others. This type of training is great for Onboarding a Single Department or for New Users to Laserfiche.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Have a license available for each attendee participating in the training ▪ Provide the requisite IT resources <p>MCCi DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Provide Basic Laserfiche User training ▪ Provide training for up to six (6) users per session ▪ One (1) session remote (3 hours total) <p><u>Topics to include:</u></p> <ul style="list-style-type: none"> ▪ Import Options ▪ Laserfiche Scanning ▪ Search and Retrieval ▪ Metadata Reports ▪ Dashboard (Laserfiche Cloud only) ▪ Export Options ▪ Annotation Tools ▪ Templates & Fields ▪ OCR and Generating Text
<p>9: Alpha Testing/User Acceptance Testing</p>	<p>MCCi will complete Alpha testing of the upgraded and/or moved system to ensure they function as expected. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT.</p>
<p>10: Solution Acceptance and Project Closeout</p>	<p>Client will go fully live with the solution. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.</p>

EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering

business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Unattended access requires the following: (i) Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi. (ii) Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET. (iii) A Windows Domain account assigned exclusively to the assigned MCCi Project Team that has administrative access to all infrastructure being serviced for purposes of the project. (iv) A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products. Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (iii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client

- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties’ limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi’s technical team will be provided unattended remote access to Client’s applicable servers during the duration of the project outlined in this SOW.

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ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEMS ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Client Acceptance of the Following Deliverables and/or Completion of the Milestone	Invoice Amount
Kick Off & Achievement of Milestones 1 & 2	\$3,892.50
Achievement of Milestones 3 & 4	\$10,462.50
Achievement of Milestones 5 & 6	\$9,450.00
Achievement of Milestones 7 & 8	\$13,050.00
Project Close & Achievement of Milestones 9 & 10 - Final Acceptance	\$10,732.50
Total:	\$47,587.50

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a prorated share of the uncompleted milestone(s) for services actually performed through the date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same.

It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com

ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT

THIS ADDENDUM NO. 2 is made as of the _____ day of _____, 2023, by and between the Town of Juno Beach, a Florida municipal corporation (“Client”), and MCCi, a Florida limited liability company (“MCCi”).

In consideration of the mutual promises contained in this Addendum and the Master Services Agreement entered into by the parties (collectively “Agreement”), the Town and MCCi agree as follows:

1. To the fullest extent permitted by applicable laws and regulations, MCCi shall indemnify and save harmless and defend the Town, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by MCCi pursuant to the Agreement, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of MCCi and/or its subcontractors, agents, servants or employees. MCCi shall not be required to indemnify the Town, its officials, agents, servants, and employees when the occurrence results solely from the wrongful acts or omissions of the Town, its officials, agents, servants, and employees. The terms of this Section shall survive completion of all services provided for in the Agreement as well as the termination of the Agreement for any reason. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or MCCi, nor shall this Agreement be construed a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes. The Town shall not be required to indemnify MCCi.

2. MCCi is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Agreement and in furtherance thereof, may demand and obtain records and testimony from MCCi and its subcontractors. MCCi understands and agrees that in addition to all other remedies and consequences provided by law, the failure of MCCi or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of the Agreement justifying termination.

3. As required by Section 119.0701, Florida Statutes, MCCi shall:
 - a. Keep and maintain public records required by the Town to perform the service.

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

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if MCCi does not transfer the records to the Town.
- d. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of MCCi or keep and maintain public records required by the Town to perform the services. If MCCi transfers all public records to the Town upon completion of the Agreement, MCCi shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MCCi keeps and maintains public records upon completion of the Agreement, MCCi shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE MCCI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MCCI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 656-0316; CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

- 4. Pursuant to Section 448.095(2), Florida Statutes, MCCi shall: (a) register and use the E-Verify system to verify the work authorization of newly hired employees and require all subcontractors (providing services or receiving funds under this Agreement) to register and use the E-Verify system to verify the work authorization status of the subcontractor's newly hired employees; (b) secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens; (c) maintain copies of all subcontractor affidavits for the duration of the Agreement; (d) comply fully with Section 448.095, Florida Statutes; (e) be aware that a violation of Section 448.09, Florida Statutes, shall be grounds for termination of this Agreement; and (f) be aware that if Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, MCCi may not be awarded a public contract for at least one year after the date on which the Agreement is terminated.
- 5. Section 15(m) of the Master Services Agreement is hereby deleted. In the event any lawsuit is brought to enforce compliance with the terms of the Agreement or interpret same, or if any administrative proceeding is initiated for the same purposes, the prevailing party shall pay to the non-prevailing party reasonable attorney's fees and costs, including appellate fees and costs. Venue for any action arising out of this Agreement shall be exclusively in Palm Beach County, Florida.

6. In the event of any conflict between the terms of this Addendum No. 2 and the Master Services Agreement or Addendum No. 1, the terms of this Addendum No. 2 shall control.

IN WITNESS WHEREOF, the Town and MCCi have made and executed this Addendum No. 2 as of the day and year first above written.

Town of Juno Beach:

MCCi, LLC

By: _____
David Dyess, Town Manager

By: _____
Name:
Title:

This Master Services Agreement No. 20042 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "**MCCi**" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional
Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but

only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within

the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (“**Pre-existing Work**”), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi’s obligations respecting Client’s Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi’s delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any,

set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi’s submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCi SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT’S INITIAL REMEDY WILL BE FOR MCCi, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT’S REMEDIES, AND MCCi’S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCi WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT’S FULL COOPERATION WITH MCCi IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCi TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCi. MCCi ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCi DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi’s responsibility hereunder (including any problem with Client’s computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other

services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and

against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	Town of Juno Beach
3717 Apalachee Parkway	340 Ocean Drive
Suite 201	Juno Beach, FL 33408
Tallahassee, FL 32311	Attn: Caitlin Copeland
Attn: Legal Department	Email: ccopeland@juno-
Email: legal@mccinnovations.com	beach.fl.us

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is

otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that

this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

TOWN OF JUNO BEACH ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

340 OCEAN DRIVE
JUNO BEACH, FL 33408



Meeting Name: Juno Beach Town Council
Meeting Date: November 15, 2023
Prepared By: Andrea Dobbins, Project Coordinator/Risk Manager
Item Title: Grant Opportunities and Pending Applications

DISCUSSION:

The Town of Juno Beach has been partnering with RMPK Funding for over 20 years securing millions of dollars in grant funding for the Town. Twice a year RMPK Funding provides a list of grant programs with available funding. This list outlines the type of grant/program, the deadline for the application and the eligible activities, these notifications are reviewed by staff and provided to the Town Council. Attached is the current list of grant programs for the end of 2023 and the beginning of 2024.

Some considerations when looking at grant funding opportunities:

- Has the scope of the project been identified?
- Is there an estimate for the cost of the project?
- Is the project listed in the current “Capital Improvement Plan” (CIP)?
- Is the project eligible for the funding?

The projects that have approved for grant funding are as follows:

- Universe Blvd Drainage Project; Resilient Florida \$1,050,000 (100% match)
- Celestial Way Drainage Project; Resilient Florida \$162,000 (100% match)

The projects that are under consideration for grant funding are as follows:

- Donald Ross Road Dune Walk Over; Florida Recreation Development Assistance Program \$112,500 (25% match-\$37,500)
- Vulnerability Assessment Plan; Resilient Florida \$225,000 (no match)

Potential funding for the Historical Preservation of Juno Beach:

- 2024 Historic Preservation Small Matching Grant; \$50,000 max (no match)- The purpose of the small matching grant is to assist in the identification, excavation, protection and rehabilitation of historic and archaeological sites in Florida; to provide public information about these important resources and to encourage historic preservation in smaller cities through the Florida Main Street program.

RECOMMENDATION:

Staff recommends the Town Council discuss the grant opportunities and direct staff how to proceed.

Urban & Community Forestry (BIL)

A grant program funded through the Bipartisan Infrastructure Law is now open. This new funding source will be utilized for invasive species control and reforestation, along with improving stormwater retention through urban forestry, and tree preservation during construction. This funding will have the match requirements waived, with grant funding available for the total project cost.

Application Deadline:	Nov. 17, 2023
Contribution Match:	0%
Grant Amount:	\$75,000 max request
Total Funding Available:	\$750,000

Eligible Grant Activities:

- Remove invasive trees and replace them with native trees in areas where they will provide direct benefit to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increasing greenspace accessibility. Projects in this category must follow the tree-planting requirements listed later in this section.
- Plant trees in disadvantaged communities, as identified by the Climate and Economic Justice Screening Tool.
- Plant trees in riparian or coastal waterway areas to decrease erosion, improve stormwater runoff capture, and enhance the water quality of Florida’s waterways.
- Provide a service that enhances tree preservation during construction by offering tree preservation advice to developers and homebuilders at no cost to the builder.
- Conduct an analysis of areas within municipality boundaries to identify the most valuable locations for tree planting initiatives to capture the most stormwater runoff.

2024 Urban and Community Forestry Grant Program

The purpose of Florida's UCF Grant Program is to provide financial assistance to local governments, Native American tribal governments, volunteer groups, nonprofit organizations, and educational institutions to initiate or enhance local urban and community forestry programs and improve the urban environment within the state of Florida.

Application Deadline: December 2023 (TBD)

Grant Maximum: \$50,000 (TBD)

Matching Funding: 1 to 1

Award Categories:

1. Public Tree Canopy Improvement (Tree Planting)
2. Public Tree Inventory or Urban Tree Canopy Assessment
3. Urban Forest Management Planning
4. Urban Forestry Information and Education

Grant Funding will be provided for:

- Plant trees in areas where they would provide tangible benefits to Floridians through energy reduction, water or air quality improvement, storm water runoff avoidance, or increased greenspace accessibility.
- Conduct a tree inventory of public areas and assess the condition of individual trees.
- Conduct an urban tree canopy assessment to gather information about how much tree canopy is in the area and how it is distributed across the landscape.
- Develop an urban forest management plan.
- Implement informational and educational programs to improve the understanding of residents and local officials of the benefits of maintaining a healthy tree canopy.
- Develop a workforce development program to educate students and residents about career opportunities in the green industry and provide them with hands on experience to give them the necessary skills.

Florida Communities Trust – FCT Parks and Open Space Florida Forever Program

The Florida Communities Trust is a state program that provides grants for the acquisition of land for community-based parks, open-spaces, stormwater parks, and greenways and trails that further the outdoor recreation and natural resource protection needs identified in local government comprehensive plans. ~

The program allows for grants to be awarded for properties acquired during the last 24 months from the application deadline.

Application Deadline: January 10, 2024

Maximum Grant Amount: \$5 million (Can submit multiple applications up to amount)

Eligible Projects:

1. Properties to be purchased in the next 2 years
2. Purchases of properties that have been acquired within the last 2 years. Acquired after January 10, 2022.

Matching Requirements:

Communities with less than 10,000 – No required match. (Projects with matching funds are awarded additional points.)

Communities with more than 10,000 - A 25% match is required. (Projects with higher matches are awarded additional points.)

2024 Land and Water Conservation Fund

The U.S. Department of the Interior provides funds, administered by the Florida Department of Environmental Protection (DEP), for the acquisition or development of recreational facilities.

GRANT CATEGORIES:

Acquisition: This program funds the acquisition of land for open space, park sites conservation areas and trails.

Development: Eligible facilities include but are not limited to waterfront access, picnic areas, trails, pools, ballfields, soccer fields, tennis, basketball and volleyball courts, playgrounds, outdoor theatres and boating and fishing features. Associated support facilities such as lighting, parking, restrooms, concessions, and landscaping are eligible, but may not account for more than 50% of the project cost.

Application Deadline:	January 31, 2024
Total Funding Available: Approx.	\$11,000,000 Maximum
Grant Amount:	\$1,500,000
Match Requirement:	100%

2024 Transportation Alternative Grant Program (PBC)

The Transportation Alternatives Program (TAP) provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Application Deadline:	February 16, 2024
Grant Amount:	\$1,500,000 max amount
Matching Funds:	No match required (applicant responsible for pre-construction costs)
Management Agency:	Florida Department of Transportation, Local MPO's

Eligible Uses of Grant Funds

- Sidewalks
- Bicycle Infrastructure
- Greenways
- Traffic Calming
- Lighting
- Safe Routes to schools (non-automotive)
- Construction of turnouts, overlooks, and viewing areas

2024 Local Initiative Program

The latest Long Range Transportation Plan Directions 2040, carved out future allocations of MPO Surface Transportation funds to be used at the MPOs discretion. Thus the Local Initiatives program was created as an annual application process to identify and fund best lower-cost, non-regionally significant transportation project that our communities was and our economies need. \$20M is anticipated to be allocated annually to fund projects under the Local Initiatives (LI) Program.

Application Deadline:	February 16, 2024
Grant Amount:	\$5,000,000
Matching Funds:	No match required (applicant responsible for pre-construction costs)
Management Agency:	Florida Department of Transportation, Palm Beach County MPO

Eligible Uses of Grant Funds

COMPLETE STREETS TYPE PROJECTS:

Lane Narrowing -Transit Infrastructure -Turn Lanes- Lane Elimination Intelligent Transportation Systems (ITS) - Traffic Signals - Bicycle Facilities - Median Modifications - Striping and Marking - Pedestrian Facilities Signing and lighting

Non-motorized infrastructure - Separated, buffered or designated bike lanes, sidewalks, shared-use paths, and pedestrian lighting.

Recreational Trails Program (RTP)

The U.S. Department of Transportation, through Florida's Department of Environmental Protection, funds projects that construct, renovate or maintain trails, trailhead and trailside facilities.

Application Deadline: March 1, 2024

Projects can include construction and/or renovation related to trails for:

- bicycling
- day hiking
- equestrian activities
- jogging, running or similar fitness activities
- trail biking
- overnight and long distance backpacking
- roller skating, in-line skating
- aquatic or water activity (Canoe/Kayak Facilities)
- vehicular travel by motorcycle, four-wheel drive, all terrain off-road vehicles or dune buggies

Maximum Grant Amount:

\$500,000 for mixed-use and non-motorized trail projects

\$2,500,000 for motorized projects

Matching Funds:

20%, 40%, or 50% (Higher local match results in additional points.)

2024 Waterways Assistance Program (WAP) Florida Inland Navigation District

The Florida Inland Navigation District provides funds for the development or renovation of capital improvement projects enhancing public access to the AICW. Waterway related projects must be located on natural, navigable waterways within the District. Eligible waterway related projects include navigation channel dredging, channel markers, navigation signs or buoys, boat ramps, docking facilities, waterfront parks, kayak/canoe facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization.

- Application Deadline:** March 30, 2024
- Grant Amount:** \$100,000-400,000
- Match:** 1 to 1 (in cash or in-kind services) *State or Federal Grants can act as match

***All municipalities located in the 35 coastal counties are eligible to apply for WAP funding.**

2024 Florida Boating Improvement Program

The Florida Fish and Wildlife Conservation commission provides funding through the Florida Boating Improvement Program's competitive grants for boating access projects and other boating-related activities on coastal and/or inland waters of Florida.

Maximum Grant Amount: \$200,000 (varies)

Application Deadline: April 2024 (TBD)

Match: 5% (cash, in-kind)

Eligible uses of program funds include:

- Boat ramps, lifts, hoists and other public launching facilities
- Piers, docks and other mooring facilities
- Recreational channel marking
- Derelict vessel removal
- Aquatic plant control
- Boating education
- Economic development initiatives that promote boating
- Other local boating-related activities that enhance boating access for recreational boaters

2024 AARP Community Challenge

The AARP Community Challenge provides small grants to fund "quick-action" projects that can help communities become more livable for people of all ages. Applications are being accepted for projects to improve housing, transportation, public space, technology ("smart cities"), civic engagement and more.

Application Deadline:	April, 2024 (Project Complete by December, 2024)
Contribution Match:	0%
Total Funding (Florida)	TBD
Maximum: Grant Amount:	\$5,000-\$50,000

TYPES OF PROJECTS:

- **Increasing civic engagement** with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of community inclusion and diversity. (Although this category is targeted to local governments, nonprofit organizations can apply for and receive a grant in this category provided they demonstrate that they are working with local governments to solicit and include residents' insights about the project or to help solve a pressing challenge.)
- **Create vibrant public places** that improve open spaces, parks and access to other amenities.
- **Deliver a range of transportation and mobility options** that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements.
- **Support the availability of a range of housing** that increases accessible and affordable housing options.
- **Demonstrate the tangible value of "Smart Cities"** with programs that engage residents in accessing, understanding and using data, and participating in decision-making to increase the quality of life for all.
- **Other community improvements:** In addition to the five areas of focus, AARP wants to hear about local needs and new, innovative ideas for addressing them.

2024 Public Library Construction Grants

The Florida Department of State, through the Bureau of Library Development, Division of Library and Information Services, provides state funding for the development of public libraries, including the following:

- construction of new buildings
- acquisition of buildings
- expansion or remodeling of existing libraries or buildings to be used as a new library

Application Deadline:	May 2024
Grant Amount:	\$10,000-\$500,000
Matching Funds:	One to one
Minimum Project Size:	3,000 square feet
Management Agency:	Bureau of Library Development, Florida Department of State

Eligible Uses of Grant Funds (All projects must result in a complete library facility.):

- Architectural services
- Acquisition of land
- New construction
- Expansion
- Remodeling
- Site preparation (including the provision of parking spaces)
- Engineering costs and legal fees directly related to library construction
- Initial or fixed equipment including information and building technologies, video and telecommunications equipment, machinery, utilities, and built-ins and enclosures or structure necessary to house them

2024 Special Category Grants Program

The purpose of the Special Category Grants Program is to provide funding to assist major local, regional and state-wide efforts to preserve significant historic structures and archaeological sites, to assist with major archaeological excavations, and assist in the development, fabrication, and installation of major museum exhibits that will promote knowledge and appreciation of the history of Florida.

Eligible Projects:

1. Acquisition of historic properties or archaeological sites;
2. Development activities, including: restoration, rehabilitation, preservation, and reconstruction, and site-specific planning required for these activities;
3. Archaeological excavation projects, including: research, field investigation, testing, analysis and publication of findings; and
4. Museum exhibit projects for Florida history museums, including: research, exhibit design, fabrication and installation.

Grant Amount: \$50,000 to \$500,000

Match Requirement: Either \$50,000 (cash and/or in-kind services or materials) or 50% of the requested grant amount, whichever is greater
REDI communities will have a match requirement of 10% of the requested grant amount.

Application Deadline: June 1, 2024

2024 Historic Preservation Small Matching Grant

The purpose of the Small Matching Grant is to assist in the identification, excavation, protection, and rehabilitation of historic and archaeological sites in Florida; to provide public information about these important resources; and to encourage historic preservation in smaller cities through the Florida Main Street program.

Eligible Projects:

1. Survey and Planning activities; Design and engineering for structures or sites
2. Community Education, Museum projects.

Grant Amount: \$50,000 maximum

Match: 100% - No match required for Main Street, Florida Certified Local Governments

Application Deadline: June 1, 2024

2024 General Program Support Grant

General Program Support (GPS) funding is designed to support the general program activities of an organization that is realizing its stated mission and furthering the state's cultural objectives by:

- Conducting, creating, producing, presenting, staging, or sponsoring cultural exhibits, performances, educational programs, or events or
- Providing professional services as a State Service Organization or Local Arts Agency.

Application Deadline: June 1, 2024

Matching Requirements: 100%

The Division offers three types of General Program Support:

- Discipline-Based program support for cultural and artistic programming
- Local Arts Agency program support for designated Local Arts Agencies
- State Service Organization program support for cultural organizations that meet the definition of State Service Organization.

To request more than \$25,000

- Have at least one completed grant from the Division of Cultural Affairs. A grant is completed (closed) after the cycle is concluded and the final report has been approved.

To request more than \$50,000

- Have at least three years of completed programming; and
- Have at least one paid, full-time staff member in a management position.

Cultural Facilities Grant

The Florida Department of State through the Division of Cultural Affairs provides financial support for the renovation, construction and acquisition of cultural and community facilities.

Eligible projects for this funding opportunity include:

- Outdoor Amphitheater/Bandhills
- Performing Arts Centers
- Theaters
- Cultural Centers
- Education Facilities
- Community Centers

Application Deadline: June 1, 2024

Maximum Grant Amount: \$500,000

Match Requirements:

- 1 to 2 match for organizations that Total Support and Revenue of more than \$500,000 in the unrestricted column of the audit in their last completed fiscal year
- 1 to 1 match for REDI organizations

At least 25% of the matching funds must be cash.

2024 Farmers Market Promotion Program

Funding is available for marketing operations such as farmers markets, community supported agriculture and road-side stands. The grants, which are administered by USDA’s Agricultural Marketing Service (AMS), are available through a competitive application process. The grants aim to increase the availability of local agricultural products in communities throughout the county. They will also help strengthen farmer-to-consumer marketing efforts.

Program Allocation: \$76,900,000 (TBD)

Maximum Grant Amount: \$50,000 - \$500,000

Application Deadline: June 2024 (TBD)

Match: 25% match

Projects can include, but are not limited to:

- Developing tools, techniques, or practices that can be rapidly adopted by local agriculture markets, including those that provide direct financial support to a network of markets or other relevant organizations, to assist in COVID response and recovery efforts.
- Market analysis and strategic planning for a direct producer-to-consumer market opportunity.
- Local farmer, rancher, or market manager startup training and education.
- Farmers market, roadside stand, CSA, agritourism, or online sales activity startup, operation, and/or expansion.
- Recruitment, outreach and retention of new, beginning, and socially disadvantaged farmers and ranchers, as well as to consumers in support of direct producer-to-consumer markets.
- Development of strategies and/or above practices to support and partner with other organizations affected by the pandemic. This could allow larger, more experienced entities to support smaller organizations that could also benefit from a federal grant.

2024 Safe Streets and Roads for All Grants

The Bipartisan Infrastructure Law (BIL) establishes the new Safe Streets and Roads for All (SS4A) discretionary program that will provide \$5-6 billion in grants over the next 5 years. 1 billion in 2022. Funding supports regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program supports the National Roadway Safety Strategy and a goal of zero deaths and serious injuries on our nation's roadways.

Eligible activities

- Develop or update a Comprehensive Safety Action Plan.
- Conduct planning, design, and development activities in support of an Action Plan.
- Carry out projects and strategies identified in an Action Plan.

Application Deadline: June, 2024

Contribution Match: 20%

Maximum Award: Varies by category

Project Types:

1. Development and establishment of a Comprehensive Safety Action Plan is required to apply for implementation funding. A municipality can apply for funding to complete this plan this cycle and once complete, can then apply for construction funding in future cycles. (\$200,000 minimum to \$1,000,000 maximum)

A comprehensive safety action plan (referred to as Action Plan) is aimed at preventing roadway fatalities and serious injuries in a locality, Tribe, or region. This can either be a plan developed with an Action Plan Grant, or a previously developed plan that is substantially similar and meets the eligibility requirements (e.g., a Vision Zero plan or similar plan).

2. Update or enhancement of an existing Comprehensive Safety Action Plan.
3. Implementation of projects (construction) and activities identified in the Comprehensive Safety Action Plan.

Community Planning and Technical Assistance Grants

The Florida Department of Economic Opportunity (DEO) anticipates that the Florida Legislature will appropriate funding for the Community Planning Technical Assistance (CPTA) Grants for state fiscal year (SFY) 2020-2021. CPTA Grants provide counties, municipalities, and regional planning councils the opportunity to create innovative plans and development strategies to promote a diverse economy and vibrant rural and suburban areas and meet the requirements of the Community Planning Act while protecting environmentally sensitive areas. Understanding that many Florida communities have been impacted by hurricanes Irma and Michael, CPTA grants may also be used for disaster recovery or resiliency planning and economic development.

Application Deadline: June, 2024

Contribution Match: 0%

Maximum Grant Amount: \$35,000-\$75,000

Program Priorities:

The county, municipality, or regional planning council develops projects that generally relate to community planning and economic development strategies that implement the requirements of the Community Planning Act. DEO encourages communities impacted by hurricanes Irma and/or Michael to apply for projects related to disaster recovery or resiliency. Previous grant projects include, but are not limited to, visual imaging for public projects; community redevelopment area plans and land development regulations; sea-level rise impacts to stormwater outfalls in the Indian River Lagoon; amendments to comprehensive plans and land development regulations; and plans for recreation facilities, neighborhoods, infrastructure, urban design, etc. Applicants are encouraged to seek funding for innovative, creative, or unique approaches to planning and development.



Meeting Name: Town Council Regular Meeting
Meeting Date: November 15, 2023
Prepared By: Chief Brian J. Smith
Item Title: Drone Purchase & Reimbursement

DISCUSSION:

In 2020, the Town purchased the Police Department a drone for emergency use, and to supplement public safety resources during largescale special events taking place in our Town. The cost of this Drone was \$35,000.00.

In 2023, new Legislation passed by the Florida State Legislature prohibited the use of any drones by public safety agencies that comprised Chinese origin technology. As a result, our Department drone was taken out of service. We do not presently have a drone in service with our police department.

During the summer 2023, a reimbursement opportunity became available through the FDLE, by which public safety agencies could receive a pro-rated reimbursement amount for the costs incurred with purchasing drones prior to the new State Legislation went into effect. Based upon the age and condition of our Drone, we were notified we would receive \$31,500.00 back as reimbursement toward the purchase of a new complaint police drone.

We have met with and received a quote from SkyDio Inc, a compliant American based technology drone company and have received a quote for \$31,940.00 for a replacement drone. SkyDio is presently sole-source technology, but also operates via State Contract (SafeWare).

RECOMMENDATION:

Motion to approve the purchase of a new compliant drone from the police capital budget and to transfer funds from the contingency line item to the law enforcement capital budget in the amount of \$31,940.00.



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: D. Dyess, Town Manager
Item Title: AEDs in Public Places

DISCUSSION:

The police foundation has approved the donation to the Town of Juno Beach four public AED stations. The stations would be easily accessible to the public for use in cardiac event situations. The AED units will be secured in a weatherproof locked box that the 911 operator would know the exact location of and be able to guide the caller to the location of the box and provide the lock combination. The use of the AED is very simple and requires no training.

The locations for the AED in Public Places would be Kagan Park, one at each gazebo on Pelican Lake, and Town Hall Park. The approximate cost of the donation is \$8100.00, and the only reoccurring cost would be future battery replacements. Town staff would mount the AED boxes.

RECOMMENDATION:

Motion to approve accepting the donation.





Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: Michael Ventura, Finance Director
Item Title: 2023 Financial and Investment Reports

DISCUSSION:

Please find attached the 2023 Year End Balance Sheet, Income Statement and Investment Report for your review.

RECOMMENDATION:

This is an informational report to council only and no action is required.

**TOWN OF JUNO BEACH
FISCAL YEAR ENDING SEPTEMBER 30, 2023**

1				
2	GENERAL FUND	Amended	Actual	
3		FISCAL YEAR	YTD 9/30/23	Difference
4	<u>REVENUES</u>	<u>2022-2023</u>		
5	Ad Valorem Taxes	\$3,401,989	\$3,391,240	\$10,749
6	Local Option, Use & Fuel Taxes	57,283	54,690	\$2,593
7	One-Cent Discretionary Surtax	305,851	316,331	(\$10,480)
8	Utility Services Taxes	896,364	911,293	(\$14,929)
9	Local Business Tax	70,000	94,153	(\$24,153)
10	Building Permits	1,740,000	2,920,694	(\$1,180,694)
11	Franchise Fees	97,500	39,618	\$57,882
12	Permits, Fees & Special Assessments	156,450	191,215	(\$34,765)
13	Grants	1,441,750	9,393	\$1,432,357
14	Intergovernmental Revenue	497,249	665,224	(\$167,975)
15	Charges for Services	42,000	72,000	(\$30,000)
16	Fines and Forfeitures	25,500	21,681	\$3,819
17	Investment Earnings	117,500	469,615	(\$352,115)
18	Miscellaneous	123,050	132,059	(\$9,009)
19	From Impact Fees-Restricted	40,000	0	\$40,000
20	From Forfeiture Fund-Restricted	10,000	0	\$10,000
22	From Contributions-Restricted	18,200	0	\$18,200
23	From One-Cent Surtax-Restricted	575,899	0	\$575,899
24	From Assigned Fund Balance	222,256	0	\$222,256
25	<u>From Unassigned Fund Balance</u>	<u>2,763,542</u>	<u>0</u>	<u>\$2,763,542</u>
26				
27	TOTAL REVENUES	<u>\$12,602,383</u>	<u>\$9,289,207</u>	<u>\$3,313,176</u>
28				
29	EXPENDITURES BY DEPARTMENT			
30				
31	<u>LEGISLATIVE</u>			
32	Salaries	\$16,200	\$12,000	\$4,200
33	Employee Benefits	1,239	918	\$321
34	Operating Expenses	<u>12,500</u>	<u>5,787</u>	\$6,713
35				
36	TOTAL LEGISLATIVE	29,939	18,705	11,234
37				
38	<u>FINANCE & ADMINISTRATION</u>			
39	Salaries	728,449	712,575	15,873
40	Employee Benefits	224,150	210,058	14,092
41	Professional Fees	134,500	125,665	8,835
42	Operating Expenses	155,900	143,762	12,138
43	Capital Outlay	<u>25,880</u>	<u>0</u>	25,880
44				
45	TOTAL FINANCE & ADMINISTRATION	1,268,879	1,192,060	76,818
46				
49				

TOWN OF JUNO BEACH
FISCAL YEAR ENDING SEPTEMBER 30, 2023

	FISCAL YEAR	Actual	Difference
50			
52			
53			
54			
55	<u>2022-2023</u>	YTD 9/30/23	
55	<u>COMPREHENSIVE PLANNING</u>		
56	440,126	435,567	4,559
57	136,876	125,870	11,006
58	1,286,000	1,152,866	133,134
59	65,556	65,222	334
60	<u>7,500</u>	<u>0</u>	7,500
61			
62	1,936,058	1,779,525	156,533
63			
64	<u>LAW ENFORCEMENT</u>		
65	1,811,248	1,730,297	80,951
66	830,903	795,051	35,852
67	37,700	25,548	12,152
68	382,985	369,386	13,599
69	<u>205,000</u>	<u>47,884</u>	157,116
70			
71	3,267,836	2,968,166	299,670
72			
73	<u>PUBLIC WORKS</u>		
74	362,611	331,132	31,479
75	123,210	111,528	11,682
76	5,000	1,914	3,086
77	472,007	474,932	(2,925)
78	<u>4,366,048</u>	<u>1,618,374</u>	2,747,674
79			
80	5,328,876	2,537,880	2,790,996
81			
82	<u>GENERAL GOVERNMENT</u>		
83	279,500	287,296	(7,796)
84	0		0
85	<u>491,295</u>	<u>0</u>	491,295
86			
87	770,795	287,296	483,499
88			
89			
90	<u>\$12,602,383</u>	<u>\$8,783,633</u>	<u>\$3,818,750</u>
91			
92	<u>\$0</u>	<u>\$505,574</u>	

TOWN OF JUNO BEACH

BALANCE SHEET FOR 2023 12

FUND: 01 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
01	10101	GENERAL FUND CHECKING	-5,006.48	-42,734.06
01	10102	PAYROLL CHECKING	.00	1,000.00
01	10106	CREDIT CARD ACCOUNT	28,301.99	385,741.16
01	10201	PETTY CASH	.00	600.00
01	10202	PETTY CASH-PD	.00	250.00
01	10410	WELLS FARGO-MM SWEEP	-1,436,220.70	888,489.39
01	10412	MONEY MARKET	10,472.54	2,566,459.09
01	10420	POOLED CASH-STATE BD OF A	5,203.43	1,138,192.46
01	10421	FL PALM INVESTMENT	541.25	3,095,468.94
01	10424	FMIT-0-2 HQ BOND FUND	754.25	229,699.32
01	10425	FMIT-SHORT TERM BOND	344.34	435,962.55
01	10426	FMIT-INTERMEDIATE TERM BD	-7,287.73	522,966.53
01	10435	CERTIFICATES OF DEPOSIT	.00	2,542,442.70
01	11510	ACCOUNTS RECEIVABLE	1,312.18	-341.88
01	11590	AR-RETIREE INSURANCES	48.77	-11.24
01	13501	ACCRUED INTEREST RECEIVABLE	24,590.81	116,108.48
01	15500	PREPAID EXPENSES	66,419.77	74,598.84
TOTAL ASSETS			-1,310,525.58	11,954,892.28
LIABILITIES				
01	20200	ACCOUNTS PAYABLE	-706,167.51	-706,167.51
01	20205	FRIENDS OF THE ARTS	.00	-3,467.10
01	20206	HISTORICAL SOCIETY	.00	-877.56
01	20210	PENSION PAYABLE-FRS	-1,542.46	-59,779.89
01	20211	RETIRE-GEN. EMP. PAYABLE	-2,383.79	-2,383.79
01	20241	125-CAFE.HEALTH INSURANCE	318.91	321.46
01	20242	125-CAFE. MEDICAL FSA	-17,337.82	-8,922.53
01	20245	ALLSTATE VOLUNTARY INSURANCE	329.18	-.76
01	20250	125-CAFE. VISION CARE	4.41	1.32
01	20295	PD-TAKE HOME CAR	1,505.00	.00
01	20810	DUE TO PALM BEACH COUNTY	28,725.44	-1,724.09
01	20830	DUE TO STATE-BLDG PERMIT FEES	4,000.72	-22,413.66
01	21600	ACCRUED PAYROLL	-40,703.08	-40,703.08
01	21700	WITHHOLDING TAXES	-9,789.76	-13,734.60
01	21720	SOCIAL SECURITY TAXES	-11,429.40	-29,688.78
01	22300	UNEARNED REVENUE	.00	-178,487.60
TOTAL LIABILITIES			-754,470.16	-1,068,028.17
FUND BALANCE				
01	17100	ESTIMATED REVENUES	1,524,348.00	12,602,383.00
01	17200	REVENUE CONTROL	-289,934.82	-9,158,507.08
01	24100	APPROPRIATIONS CONTROL	-1,524,348.00	-12,602,383.00
01	24200	EXPENDITURE CONTROL	2,354,930.56	8,783,635.76
01	24500	RESERVE FOR ENCUMBRANCE	.00	-357,239.30
01	28000	NON-SPENDABLE PREPAID ITEMS	.00	-96,696.69
01	28100	RESTRICTED-IMPACT FEE	.00	-75,645.20
01	28101	RESTRICTED-IMPACT FEE LAW ENFO	.00	-8,154.21
01	28102	RESTRICTED-CAPITAL PROJECTS	.00	-23,562.39
01	28103	RESTRICTED ONE-CENT SURTAX	.00	-943,638.42

BALANCE SHEET FOR 2023 12

FUND: 01 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE				
01	28115	BUILDING CODE ENFORCEMENT	.00	-883,468.24
01	28120	RESTRICTED-LAW ENFORCEMENT	.00	-13,581.25
01	28121	RESTRICTED-STATE/LOCAL FORFEIT	.00	-112,146.47
01	28300	ASSIGNED-SUBSEQUENT YEAR	.00	-825,000.00
01	28400	UNASSIGNED-FUND BALANCE	.00	-7,116,445.20
01	28410	UNASSIGNED-CONTRIBUTIONS	.00	-56,415.42
TOTAL FUND BALANCE			2,064,995.74	-10,886,864.11
TOTAL LIABILITIES + FUND BALANCE			1,310,525.58	-11,954,892.28

** END OF REPORT - Generated by Michael Ventura **

TOWN OF JUNO BEACH ANNUAL INVESTMENT REPORT AS OF September 30, 2023

This report is required to be distributed to the Town Council and Town Manager pursuant to our investment policy. The report lists investments by fund and type and includes a summation of changes from the previous fiscal year.

<u>GENERAL FUND</u>	Balance as of <u>9/30/23</u>	9/30/23 Annual <u>Yield</u>	Balance as of <u>9/30/22</u>	9/30/22 Annual <u>Yield</u>	Fiscal Year Summation of Changes	
<u>Investments</u>					<u>Balance</u>	<u>Yield</u>
<u>Checking Accounts</u>						
Wells Fargo-Sweep	888,489	5.21%	1,270,011	2.34%	(381,522)	n/a
Wells Fargo Bank (Bank Balance)	5,019	0.00%	13,600	0.27%	(8,581)	-0.27%
<u>Money Market Accounts</u>						
Flagler Bank (Closed In July 2023)	0	3.56%	2,463,265	0.67%	(2,463,265)	2.89%
BankUnited	2,566,459	5.10%	35,889	0.54%	2,530,570	4.56%
Synovus Bank (Credit Card)	385,741	0.25%	11,179	0.12%	374,562	0.13%
<u>State Board of Administration</u>	\$1,138,192	5.59%	\$1,084,858	2.61%	\$53,334	2.98%
<u>Florida Municipal Investment Trust</u>						
Intermediate H.Q. Bond Fund	522,967	0.99%	517,842	0.99%	5,125	0.00%
High Quality 1-3 Year Bond Fund	435,963	2.93%	423,550	2.93%	12,413	0.00%
High Quality 0-2 Year Bond Fund	229,699	3.63%	221,653	3.63%	8,046	0.00%
<u>FL PALM</u>						
12 Month Term, (11/8/22 to 11/6/23)	1,005,655	5.09%	1,000,000	0.76%	5,655	n/a
12 Month Term, (8/30/23 to 8/23/24)	1,044,703	5.80%	1,005,359	3.99%	39,345	n/a
12 Month Term, (9/1/23 to 8/23/24)	1,043,463	5.77%	1,000,000	2.61%	43,463	n/a
<u>Certificates of Deposit</u>						
TD Bank (Term 1/6/23 to 1/8/24)	1,000,000	4.75%	501,258	2.95%		
TD Bank (Term 1/30/23 to 1/30/24)	508,631	4.70%		2.95%	<u>508,631</u>	n/a
TD Bank (Term 8/1/23 to 4/29/24)	1,033,812	5.25%	1,000,000	2.06%	33,812	n/a
<u>TOTAL INVESTMENTS AT YEAR END</u>	<u>\$11,808,792</u>		<u>\$10,548,463</u>		<u>\$761,587</u>	

Additional Investments during the Fiscal Year:

<u>Institution and Terms</u>	<u>Principal</u>	<u>Rate</u>	<u>Term</u>	<u>Type</u>
FL PALM (Term 12M, 9/1/22 to 8/25/23)	1,005,359	3.99%	12 Months	<u>Term</u>
FL PALM (Term 12M, 5/4/23 to 8/30/23)	1,025,885	5.30%	4 Months	<u>Term</u>
TD Bank (Term 3M, 5/23 to 8/23)	1,020,600	5.25%	3 Months	CD

PERFORMANCE MEASURES

The investment portfolio of the Town is designed with the objective of regularly exceeding the return of the three-month U.S. Treasury Bill (shown below). The Town's investment program shall seek to augment returns above this threshold, consistent with risk limitations identified in our investment policy and prudent investment principles.

	Average Annual Return		Change in
	<u>9/30/23</u>	<u>9/30/22</u>	<u>Yield</u>
Three-month U.S. Treasury Bill	5.320%	1.025%	4.2950%
Secondary Market-Monthly Average			



Meeting Name: Town Council meeting
Meeting Date: November 15, 2023
Prepared By: L. Rubin/D. Dyess
Item Title: Second Reading -- Ordinance No. 772 creating Audit Oversight Committee

DISCUSSION:

At the direction of the Town Council, this office drafted an Ordinance creating a Town Audit Oversight Committee. The Council considered a draft Ordinance at its September 27, 2023 meeting, and at its October 25, 2023 meeting, the Town Council adopted the Ordinance on first reading, subject to two revisions (highlighted below).

As currently, drafted, the Ordinance provides as follows:

- The Committee shall consist of 5 members appointed by the Council for terms of two years (with the first term running through March 31, 2026). The members shall be residents with educational and/or practical experience in the fields of accounting, finance, auditing, or related fields involving operational compliance or oversight.
- The selection of a chairperson upon appointment of the Committee and at the first meeting after April 1st every two years thereafter. Meetings shall be scheduled at least once every three months.
- The duties of the Committee shall be: (1) to serve as the auditor selection committee; (2) to oversee and monitor the independent audit of the Town's financial statements from the selection of the auditor through the review and resolution of the audit findings; (3) to serve as advisor to the Town Council and conduct any requested financial studies and analyses; (4) to present an annual written report to the Town Council; (5) to work with the Town's independent auditor and members of town staff to review internal controls; and (6) to perform such other duties as assigned by the Town Council. When the Committee is serving as the auditor selection committee, a member of the Town Council shall be appointed to serve on the Committee and assume the role of chairperson as required by state law.
- The Town Manager and Town Clerk shall provide necessary clerical support and technical assistance, and the Finance Director shall act as liaison to the Committee, as well as the liaison between the Committee and the Town's external auditor.

RECOMMENDATION:

Town Staff requests that the Town Council review and consider the proposed Ordinance for adoption on second and final reading.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 772

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING ARTICLE IV, "BOARDS AND COMMISSIONS," OF CHAPTER 2, "ADMINISTRATION," OF THE TOWN CODE OF ORDINANCES TO ADOPT A NEW DIVISION 1, "AUDIT OVERSIGHT COMMITTEE," PROVIDING FOR CREATION OF THE COMMITTEE; PROVIDING FOR THE COMMITTEE'S COMPOSITION, MEMBERSHIP, AND MEETINGS; PROVIDING FOR THE COMMITTEE'S DUTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to create an Audit Oversight Committee for the Town of Juno Beach to oversee the Town's annual independent external audit and perform such other duties as may prescribed by the Town Council; and

WHEREAS, the Town Council determines that the adoption of this Ordinance is in the best interests of the residents and property owners of the Town of Juno Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified and incorporated herein.

Section 2. The Town Council hereby amends Article IV, "Boards and Committees," of Chapter 2, "Administration," of the Town Code of Ordinances by adopting a new Division 1 to read as follows (additional language underlined):

Chapter 2 – Administration

* * *

ARTICLE IV. BOARDS AND COMMISSIONS

DIVISION 1. AUDIT OVERSIGHT COMMITTEE

Sec. 2-137. Creation.

The town council hereby creates an audit oversight committee.

Sec. 2-138. Composition; terms; organization; meetings.

(a) Composition. The audit committee shall consist of five (5) members to serve at the pleasure of the town council. Each of the members shall be town residents with educational and/or practical experience in the

1 fields of accounting, finance, auditing, or related fields involving operational
2 compliance or oversight.

3
4 (b) Terms. The town council shall appoint members to serve two-
5 year terms, with the initial term expiring on March 31, 2026. Members shall
6 continue to serve until their successors are appointed. Appointments to fill
7 vacancies shall be for the remainder of the unexpired term.

8
9 (c) Organization. At the first meeting after the town council's initial
10 appointment of the committee members and at the first meeting after April 1st
11 every two years thereafter (starting April 1, 2026), the committee shall select
12 a chairperson to preside at the meetings and act as the official spokesperson
13 of the committee.

14
15 (d) Meetings. The committee shall meet at least once every three
16 months or as otherwise determined by the committee.

17
18 **Sec. 2-139. Duties.**

19
20 The audit oversight committee shall have the following duties and
21 responsibilities:

- 22
23 (1) Serve as the auditor selection committee (when serving as the
24 auditor selection committee, a member of the town council shall
25 be appointed to serve on the committee and shall assume the
26 role of chairperson as required by state law);
- 27
28 (2) Oversee and monitor the independent audits of the town's
29 financial statements from the selection of the independent
30 auditor to the review and resolution of the audit findings,
31 including assistance in ensuring any corrective actions are
32 taken;
- 33
34 (3) Serve as advisor to the town council and conduct any financial
35 studies and analyses requested by the town council;
- 36
37 (4) Present an annual written report to the town council
38 demonstrating how the committee has discharged its duties and
39 responsibilities;
- 40
41 (5) Work with the town's independent auditor and members of town
42 staff to review internal controls; and
- 43
44 (6) Perform such other duties as may be assigned by the town
45 council.
- 46
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Sec. 2-140. Clerical and administrative support.

(a) The town manager and town clerk shall furnish the committee any necessary clerical support and technical assistance, including the preparation of agendas and minutes.

(b) The finance director shall act as liaison to the committee, attend all committee meetings, and act as liaison between the committee and the town's independent auditors.

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the Town of Juno Beach, Florida.

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

Section 5. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall become effective immediately upon adoption

FIRST READING this ____ day of _____, 2023.

SECOND, FINAL READING AND ADOPTION this ____ day of _____, 2023.

_____ AYE	_____ NAY	_____ ALEXANDER COOKE, MAYOR
_____ AYE	_____ NAY	_____ PEGGY WHEELER, VICE MAYOR
_____ AYE	_____ NAY	_____ MARIANNE HOSTA, VICE MAYOR PRO TEM
_____ AYE	_____ NAY	_____ ELAINE K. COTRONAKIS, COUNCILMEMBER
_____ AYE	_____ NAY	_____ DD HALPERN, COUNCILMEMBER

ATTEST: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CAITLIN COPELAND-RODRIGUEZ
TOWN CLERK

LEONARD G. RUBIN
TOWN ATTORNEY



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: L. Rubin, Town Attorney
Item Title: Charter Amendment Ordinances – Second Reading (Ordinance No. 773-777)

DISCUSSION: At its September 13, 2023 meeting, the Town Council reviewed the Charter Review Committee’s proposed amendments to the Town Charter and directed Staff to move forward with preparing the necessary Ordinances submitting the proposed amendments to referendum. At its October 25, 2023 meeting, the Town Council adopted each of the Ordinances on first reading, with minor changes to Ordinances No. 776 and 777 (changes are highlighted below).

Ordinance No. 773 (Fiduciary Responsibilities):

This Ordinance amends Section 1 of Article III of the Town Charter to add a new subsection (c) to read as follows:

- (c) The town council adopts policies and appropriates town funds through its budgetary responsibilities, and its members have fiduciary responsibilities as trustees of public funds.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:

**AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER
 RELATING TO THE TOWN COUNCIL’S FIDUCIARY RESPONSIBILITIES**

THIS AMENDMENT ADDS NEW LANGUAGE TO ARTICLE III OF THE TOWN CHARTER TO SPECIFICALLY RECOGNIZE THAT THE TOWN COUNCIL HAS FIDUCIARY RESPONSIBILITIES AS TRUSTEES OF PUBLIC FUNDS APPROPRIATED THROUGH THE BUDGETARY PROCESS.

SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

YES _____ NO _____

Ordinance No. 774 (Land Development Regulations):

This Ordinance amends Section 7 of Article III of the Town Charter to add a new subsection (f) to read as follows:

(f) Land development regulations. Any amendment to the town’s land development regulations that increases the permitted height or density within any zoning district shall require an affirmative vote of all five (5) councilmembers.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:

**AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER
RELATING TO LAND DEVELOPMENT REGULATIONS**

THIS AMENDMENT REQUIRES A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL TO AMEND THE TOWN’S LAND DEVELOPMENT REGULATIONS TO INCREASE THE PERMITTED HEIGHT OR DENSITY WITHIN ANY ZONING DISTRICT.

SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

YES _____ NO _____

Ordinance No. 775 (Variances):

This Ordinance amends Section 7 of Article III of the Town Charter to add a new subsection (g) to read as follows:

(g) Variances. Commencing on the date of the expiration of the limitations on the adoption of more restrictive or burdensome procedures concerning the review or approval of development permits set forth in section 14 of Chapter 2023-304, Laws of Florida, any order granting a variance to the permitted height within any zoning district shall require an affirmative vote of all five (5) councilmembers.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:

**AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER
RELATING TO HEIGHT VARIANCES**

THIS AMENDMENT REQUIRES A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL SITTING AS THE ZONING BOARD OF ADJUSTMENT AND APPEALS TO GRANT A VARIANCE TO THE PERMITTED HEIGHT WITHIN ANY ZONING DISTRICT UPON THE EXPIRATION OF THE LIMITATIONS ON ADOPTING MORE RESTRICTIVE OR BURDENSOME PROCEDURES CONCERNING THE APPROVAL OF DEVELOPMENT PERMITS SET FORTH IN SECTION 14 OF CHAPTER 2023-304, LAWS OF FLORIDA.

SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

YES _____ NO _____

Ordinance No. 776 (Initiative and Referendum):

This Ordinance amends Section 1 of Article VI of the Town Charter to revise the language as follows:

- (a) *General provisions.*
- (1) *Initiative.* Electors of the town shall have power to propose ordinances to the council and, if the council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a town election, provided that such power shall not extend to the budget or capital improvements program or any ordinance relating to appropriation of money, levy of taxes, salaries of town officers or employees, annexation of property, the rezoning of property, or the town's adopted comprehensive plan.
- (2) *Referendum.* Electors of the town shall have power to require reconsideration by the council of any adopted ordinance and if the council fails to repeal an ordinance so reconsidered, to approve or reject it at a town election, provided that such power shall not extend to the budget or capital improvements program or any emergency ordinance or ordinance relating to the appropriation of money, levy of taxes, salaries of town officers or employees, annexation of property, the rezoning of property, or the town's adopted comprehensive plan.
- (b) *Commencement of proceedings.* Any five (5) electors of the town may commence initiative or referendum proceedings by filing with the town clerk an affidavit stating they will constitute the petitioners committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought [to] be reconsidered.
- Promptly after the affidavit of the petitioners committee is filed, the town clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners committee at the committee's expense.

- (c) *Petitions.*
- (1) *Number of signatures.* Initiative and referendum petitions must be signed by electors of the town equal in number to at least fifteen (15) percent of the total number of electors registered to vote at the last regular town election.
- (2) *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

- (3) *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that ~~he~~ the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in ~~his~~ the circulator's presence, and that ~~he~~ the circulator believes them to be the genuine signature of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.
- (3) ~~Time for filing referendum petitions~~ *Time for filing referendum petitions.* Referendum petitions must be filed within thirty (30) days after adoption by the council of the ordinance sought to be reconsidered.
- (d) *Procedure for filing.*
- (1) *Certificate of clerk; amendment.* Within twenty (20) days after the initiative or referendum petition is filed the town clerk shall complete a certificate as to its sufficiency, specify if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners committee by registered mail. Grounds for insufficiency are only those specified in subsection (c). If the petitioners committee does not request council review under subsection (2) of this section within the time required, the clerk's certificate shall be a final determination as to the sufficiency of the petition.
- (2) *Council review.* If a petition has been certified insufficient the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the council. The council shall review the certificate within thirty (30) days of the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition.
- (e) *Referendum petitions.* When a referendum petition is filed with the town clerk the ordinance sought to be reconsidered shall remain in effect until:
- (1) The council repeals the ordinance, or;
- (2) A vote of the town's qualified electors repealing the ordinance has been certified.
- (f) *Action on petitions.*
- (1) *Action by council.* When an initiative or referendum petition has finally been determined sufficient, the council shall consider the proposed initiative ordinance or reconsider the referred ordinance by voting its repeal. If the council fails to adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance within sixty (60) days, a vote of the town's qualified electors on a proposed or referred ordinance shall be held.

- (2) *Submission to voters.* The election shall be held not less than ninety (90) days and not later than one hundred twenty (120) days from the date that the petition was determined sufficient. If no regular town election is scheduled to be held within the period described in this subsection, the council shall provide for a special election, within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.
- (3) *Withdrawals of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the town by filing with the town clerk or other official designated by the council a request for withdrawal signed by at least four members of the petitioners committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.
- (g) *Results of election.*
- (1) *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the council; provided, however that the council may amend or repeal an ordinance enacted by initiative only upon the affirmative vote of at least four (4) councilmembers.
- If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- (2) *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows (the word “AND” was inadvertently omitted on first reading):

**AN AMENDMENT TO ARTICLE VI OF THE TOWN CHARTER
RELATING TO INITIATIVE AND REFERENDUM PROCEDURES**

THIS AMENDMENT AMENDS EXISTING LANGUAGE TO CLARIFY THAT ANY VOTE ON A REFERENDUM OR INITIATIVE PROCEDURE SHALL BE SUBMITTED TO A VOTE OF THE TOWN’S QUALIFIED ELECTORS IN LIEU OF “A VOTE OF THE TOWN” TO MAINTAIN CONSISTENCY WITH THE REMAINDER OF THE ARTICLE **AND** REMOVES GENDER-SPECIFIC PRONOUNS.

SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

YES _____

NO _____

Ordinance No. 777 (Residency, Qualification and Removal of Mayor and Councilmembers):

This Ordinance amends Section 1 and Section 6 of Article III of the Town Charter to read as follows (the requirements for residency have been amended as highlighted below):

Sec. 1. Form of government; town council; power and composition; qualification; residency.

(b) Only electors of the town who have been continuous residents for at least one (1) year immediately preceding the date of filing of their notice of candidacy shall be eligible to hold the office of mayor or councilmember. All candidates for mayor or councilmember shall submit an affidavit prior to qualification for office demonstrating that they meet the residency requirement. As used in this section and for the purpose of completing the affidavit, "residency" shall require: ~~(1) a place of abode within the town where the prospective candidate actually lives; and (2) the intent of making that place of abode the person's permanent home.~~ Additionally, the affidavit shall state that the candidate is registered to vote at the candidate's place of abode at the time of qualification. No elector shall qualify for the office of mayor or councilmember if he or she has been convicted or pled nolo contendere to any felony or has been convicted or pled nolo contendere to any crime of fraud or dishonesty including, by way of example, larceny, theft, burglary, forgery, perjury, or embezzlement.

* * *

Sec. 6. Vacancies; forfeiture of office; filling of vacancies.

(a) *Vacancies.* The office of mayor or of a councilmember shall become vacant upon death, resignation, or removal from office in any manner authorized by law of such mayor or councilmember or if such mayor or councilmember ceases to be an elector of the town or ceases to meet the requirements for candidacy set forth in section 1(b) of this article as determined by the remaining members of the council.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:

**AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER
RELATING TO CANDIDATE QUALIFYING AND REMOVAL FROM OFFICE**

THIS AMENDMENT REVISES SECTION 1 AND SECTION 6 OF ARTICLE III OF THE TOWN CHARTER TO CLARIFY THE CANDIDATE RESIDENCY REQUIREMENT **TO ENSURE THE CANDIDATE HAS A PLACE OF ABODE IN THE TOWN WHERE THE CANDIDATE ACTUALLY LIVES**, PROHIBIT A CANDIDATE WHO HAS BEEN CONVICTED OF OR PLEAD NOLO CONTENDERE TO A FELONY OR CRIME OF DISHONESTY FROM QUALIFYING FOR OFFICE, AND PROVIDE FOR REMOVAL OF THE MAYOR OR A COUNCILMEMBER WHO CEASES TO MEET THE CANDIDACY REQUIREMENTS.

SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

YES _____

NO _____

Each of the questions shall be presented to the Town's electors at the March 19, 2024 election and only those questions that receive a majority of the votes in favor shall become effective. Any question that does not receive a majority vote in favor is automatically repealed.

RECOMMENDATION:

Staff recommends that the Town Council consider adoption of each of the proposed Ordinances on second and final reading.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 773

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE III, "LEGISLATIVE," SECTION 1, "FORM OF GOVERNMENT; TOWN COUNCIL; POWER AND COMPOSITION; QUALIFICATION; RESIDENCY," OF THE TOWN CHARTER TO REFERENCE THE TOWN COUNCIL'S FIDUCIARY RESPONSIBILITIES AS TRUSTEES OF PUBLIC FUNDS; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR A BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and

WHEREAS, the Committee recommended revising Article III, Section 1 of the Town Charter to reference the Town Council's fiduciary responsibilities as trustees of public funds; and

WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.

Section 2. The Town Council hereby amends Article III, "Legislative," Section 1, "Form of government; town council; power and composition; qualification; residency," of the Town Charter to read as follows (additional language is underlined):

ARTICLE III. LEGISLATIVE

* * *

Sec. 1. Form of government; town council; power and composition; qualification; residency.

* * *

(c) The town council adopts policies and appropriates town funds through its budgetary responsibilities, and its members have fiduciary responsibilities as trustees of public funds.

Section 3. The amendment to the Town Charter set forth in Section 2 above shall not take effect unless and until it is submitted to the electors of the Town of Juno Beach. The amendment shall be submitted at the Town’s general election to be held on Tuesday, March 19, 2024.

Section 4. The title of the ballot and explanatory statement setting forth the substance of the amendment to the Town Charter shall appear on the ballot and shall read as follows:

**AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER
RELATING TO THE TOWN COUNCIL’S FIDUCIARY RESPONSIBILITIES**

THIS AMENDMENT ADDS NEW LANGUAGE TO ARTICLE III OF THE TOWN CHARTER TO SPECIFICALLY RECOGNIZE THAT THE TOWN COUNCIL HAS FIDUCIARY RESPONSIBILITIES AS TRUSTEES OF PUBLIC FUNDS APPROPRIATED THROUGH THE ADOPTION OF POLICIES AND THE BUDGETARY PROCESS.

SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

YES _____ NO _____

Section 5. The Town Clerk is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with Section 100.342, Florida Statutes, and Section 8-6 of the Town Code of Ordinances.

Section 6. The provisions of this Ordinance shall become and be made part of the Charter of the Town of Juno Beach, Florida.

Section 7. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of the Ordinance.

Section 8. All ordinances or parts of ordinances of the Town of Juno Beach, Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall become effective upon approval of a majority of the electors casting their votes at the March 19, 2024 election. If not approved by a

1 majority of the voters voting in the election, this Ordinance shall be automatically
2 repealed.

3

4 FIRST READING this _____ day of _____, 2023.

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6 SECOND, FINAL READING AND ADOPTION this _____ day of _____, 2023.

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AYE NAY _____
ALEXANDER COOKE, MAYOR

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AYE NAY _____
PEGGY WHEELER, VICE MAYOR

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AYE NAY _____
MARIANNE HOSTA, VICE MAYOR PRO TEM

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AYE NAY _____
ELAINE K. COTRONAKIS, COUNCILMEMBER

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AYE NAY _____
DD HALPERN, COUNCILMEMBER

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ATTEST: APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

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29

CAITLIN COPELAND-RODRIGUEZ _____
TOWN CLERK LEONARD G. RUBIN
TOWN ATTORNEY

30

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 774

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE III, "LEGISLATIVE," SECTION 7, "PROCEDURE," OF THE TOWN CHARTER TO REQUIRE A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL TO AMEND THE TOWN'S LAND DEVELOPMENT REGULATIONS TO INCREASE THE PERMITTED HEIGHT OR DENSITY WITHIN ANY ZONING DISTRICT; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR THE BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and

WHEREAS, the Committee recommended a revision to Article III, Section 7 of the Town Charter to require a unanimous vote of all five members of the Town Council to amend the Town's land development regulations to increase the permitted height or density within any zoning district; and

WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.

Section 2. The Town Council hereby amends Article III, "Legislative," Section 7, "Procedure," of the Town Charter to read as follows (additional language is underlined):

ARTICLE III. LEGISLATIVE

* * *

Sec. 7. Procedure.

* * *

1 (f) Land development regulations. Any amendment to the town's land
2 development regulations that increases the permitted height or
3 density within any zoning district shall require an affirmative vote of
4 all five (5) councilmembers.
5

6 **Section 3.** The amendment to the Town Charter set forth in Section 2 above
7 shall not take effect unless and until it is submitted to the electors of the Town of Juno
8 Beach. The amendment shall be submitted at the Town's general election to be held on
9 Tuesday, March 19, 2024.

10
11 **Section 4.** The title of the ballot and explanatory statement setting forth the
12 substance of the amendment to the Town Charter shall appear on the ballot and shall
13 read as follows:

14
15 **AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER**
16 **RELATING TO LAND DEVELOPMENT REGULATIONS**
17

18 THIS AMENDMENT REQUIRES A UNANIMOUS VOTE OF ALL FIVE
19 MEMBERS OF THE TOWN COUNCIL TO AMEND THE TOWN'S LAND
20 DEVELOPMENT REGULATIONS TO INCREASE THE PERMITTED
21 HEIGHT OR DENSITY WITHIN ANY ZONING DISTRICT.

22
23 SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

24
25 YES _____ NO _____
26

27 **Section 5.** The Town Clerk is hereby authorized and directed to advertise the
28 referendum election contemplated herein in accordance with Section 100.342, Florida
29 Statutes, and Section 8-6 of the Town Code of Ordinances.

30
31 **Section 6.** The provisions of this Ordinance shall become and be made part of
32 the Charter of the Town of Juno Beach, Florida.

33
34 **Section 7.** If any section, paragraph, sentence, clause, phrase, or word of this
35 Ordinance is for any reason held by a court of competent jurisdiction to be
36 unconstitutional, inoperative or void, such holding shall not affect the remainder of the
37 Ordinance.

38
39 **Section 8.** All ordinances or parts of ordinances of the Town of Juno Beach,
40 Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of
41 such conflict.

42
43 **Section 9.** This Ordinance shall become effective upon approval of a majority
44 of the electors casting their votes at the March 19, 2024 election. If not approved by a
45 majority of the voters voting in the election, this Ordinance shall be automatically
46 repealed.
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FIRST READING this _____ day of _____, 2023.
SECOND, FINAL READING AND ADOPTION this _____ day of _____, 2023.

_____ AYE	_____ NAY	_____ ALEXANDER COOKE, MAYOR
_____ AYE	_____ NAY	_____ PEGGY WHEELER, VICE MAYOR
_____ AYE	_____ NAY	_____ MARIANNE HOSTA, VICE MAYOR PRO TEM
_____ AYE	_____ NAY	_____ ELAINE K. COTRONAKIS, COUNCILMEMBER
_____ AYE	_____ NAY	_____ DD HALPERN, COUNCILMEMBER

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____ CAITLIN COPELAND-RODRIGUEZ TOWN CLERK	_____ LEONARD G. RUBIN TOWN ATTORNEY
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TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 775

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE III, "LEGISLATIVE," SECTION 7, "PROCEDURE," OF THE TOWN CHARTER TO REQUIRE A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL SITTING AS THE ZONING BOARD OF ADJUSTMENT AND APPEALS TO GRANT A VARIANCE TO THE PERMITTED HEIGHT WITHIN ANY ZONING DISTRICT UPON THE EXPIRATION OF THE LIMITATIONS SET FORTH IN SECTION 14 OF CHAPTER 2023-304, LAWS OF FLORIDA; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR THE BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and

WHEREAS, the Committee recommended a revision to Article III, Section 7 of the Town Charter to require a unanimous vote of all five members of the Town Council sitting as the Zoning Board of Adjustment and Appeals to grant a variance to permitted height within any zoning district upon the expiration of the limitations on the adoption of more restrictive or burdensome procedures concerning the review or approval of development permits set forth in Section 14 of Chapter 2023-304, Laws of Florida; and

WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.

Section 2. The Town Council hereby amends Article III, "Legislative," Section 7, "Procedure," of the Town Charter to read as follows (additional language is underlined):

ARTICLE III. LEGISLATIVE

* * *

Sec. 7. Procedure.

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(g) Variances. Commencing on the date of the expiration of the limitations on the adoption of more restrictive or burdensome procedures concerning the review or approval of development permits set forth in section 14 of Chapter 2023-304, Laws of Florida, any order granting a variance to the permitted height within any zoning district shall require an affirmative vote of all five (5) councilmembers.

Section 3. The amendment to the Town Charter set forth in Section 2 above shall not take effect unless and until it is submitted to the electors of the Town of Juno Beach. The amendment shall be submitted at the Town’s general election to be held on Tuesday, March 19, 2024.

Section 4. The title of the ballot and explanatory statement setting forth the substance of the amendment to the Town Charter shall appear on the ballot and shall read as follows:

**AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER
RELATING TO HEIGHT VARIANCES**

THIS AMENDMENT REQUIRES A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL SITTING AS THE ZONING BOARD OF ADJUSTMENT AND APPEALS TO GRANT A VARIANCE TO THE PERMITTED HEIGHT WITHIN ANY ZONING DISTRICT UPON THE EXPIRATION OF THE LIMITATIONS ON ADOPTING MORE RESTRICTIVE OR BURDENSOME PROCEDURES CONCERNING THE APPROVAL OF DEVELOPMENT PERMITS SET FORTH IN SECTION 14 OF CHAPTER 2023-304, LAWS OF FLORIDA.

SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

YES _____ NO _____

Section 5. The Town Clerk is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with Section 100.342, Florida Statutes, and Section 8-6 of the Town Code of Ordinances.

Section 6. The provisions of this Ordinance shall become and be made part of the Charter of the Town of Juno Beach, Florida.

Section 7. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be

1 unconstitutional, inoperative, or void, such holding shall not affect the remainder of the
2 Ordinance.
3

4 **Section 8.** All ordinances or parts of ordinances of the Town of Juno Beach,
5 Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of
6 such conflict.
7

8 **Section 9.** This Ordinance shall become effective upon approval of a majority
9 of the electors casting their votes at the March 19, 2024 election. If not approved by a
10 majority of the voters voting in the election, this Ordinance shall be automatically
11 repealed.
12

13 FIRST READING this _____ day of _____, 2023.

14 SECOND, FINAL READING AND ADOPTION this _____ day of _____, 2023.
15
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18 _____
19 AYE NAY ALEXANDER COOKE, MAYOR

20
21 _____
22 AYE NAY PEGGY WHEELER, VICE MAYOR

23
24 _____
25 AYE NAY MARIANNE HOSTA, VICE MAYOR PRO TEM

26
27 _____
28 AYE NAY ELAINE K. COTRONAKIS, COUNCILMEMBER

29
30 _____
31 AYE NAY DD HALPERN, COUNCILMEMBER

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33
34 ATTEST: APPROVED AS TO FORM AND LEGAL
35 SUFFICIENCY:

36
37 _____
38 CAITLIN COPELAND-RODRIGUEZ LEONARD G. RUBIN
39 TOWN CLERK TOWN ATTORNEY
40

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 776

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE VI, "INITIATIVE AND REFERENDUM," SECTION 1, "PROCEDURES FOR INITIATIVE AND REFERENDUM," OF THE TOWN CHARTER TO SPECIFICALLY REFERENCE A VOTE ON SUCH PETITIONS BY THE TOWN'S QUALIFIED ELECTORS; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR THE BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and

WHEREAS, the Committee recommended a revision to Article VI, Section 1 of the Town Charter to revise the language referring to "a vote of the town" on a referendum or initiative petition to specifically refer to a vote of the Town's qualified electors to remain consistent with the remainder of the Article; and

WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.

Section 2. The Town Council hereby amends Article VI, "Initiative and Referendum," Section 1, "Procedures for initiative and referendum," of the Town Charter to read as follows (additional language is underlined):

ARTICLE VI. INITIATIVE AND REFERENDUM

[Sec. 1. Procedures for initiative and referendum.]

(a) *General provisions.*

(1) *Initiative.* Electors of the town shall have power to propose ordinances to the council and, if the council fails to adopt an ordinance so proposed without any change in substance, to

1 adopt or reject it at a town election, provided that such power
2 shall not extend to the budget or capital improvements
3 program or any ordinance relating to appropriation of money,
4 levy of taxes, salaries of town officers or employees,
5 annexation of property, the rezoning of property, or the town's
6 adopted comprehensive plan.

7
8 (2) *Referendum.* Electors of the town shall have power to require
9 reconsideration by the council of any adopted ordinance and
10 if the council fails to repeal an ordinance so reconsidered, to
11 approve or reject it at a town election, provided that such
12 power shall not extend to the budget or capital improvements
13 program or any emergency ordinance or ordinance relating to
14 the appropriation of money, levy of taxes, salaries of town
15 officers or employees, annexation of property, the rezoning of
16 property, or the town's adopted comprehensive plan.

17
18 (b) *Commencement of proceedings.* Any five (5) electors of the town
19 may commence initiative or referendum proceedings by filing with
20 the town clerk an affidavit stating they will constitute the petitioners
21 committee and be responsible for circulating the petition and filing it
22 in proper form, stating their names and addresses and specifying the
23 address to which all notices to the committee are to be sent, and
24 setting out in full the proposed initiative ordinance or citing the
25 ordinance sought [to] be reconsidered.

26
27 Promptly after the affidavit of the petitioners committee is filed, the town
28 clerk shall, at the committee's request, issue the appropriate petition blanks
29 to the petitioners committee at the committee's expense.

30
31 (c) *Petitions.*

32
33 (1) *Number of signatures.* Initiative and referendum petitions
34 must be signed by electors of the town equal in number to at
35 least fifteen (15) percent of the total number of electors
36 registered to vote at the last regular town election.

37
38 (2) *Form and content.* All papers of a petition shall be uniform in
39 size and style and shall be assembled as one instrument for
40 filing. Each signature shall be executed in ink or indelible
41 pencil and shall be followed by the address of the person
42 signing. Petitions shall contain or have attached thereto
43 throughout their circulation the full text of the ordinance
44 proposed or sought to be reconsidered.

- 1 (3) *Affidavit of circulator.* Each paper of a petition shall have
2 attached to it when filed an affidavit executed by the circulator
3 thereof stating that ~~he~~ the circulator personally circulated the
4 paper, the number of signatures thereon, that all the
5 signatures were affixed in ~~his~~ the circulator's presence, and
6 that ~~he~~ the circulator believes them to be the genuine
7 signature of the persons whose names they purport to be and
8 that each signer had an opportunity before signing to read the
9 full text of the ordinance proposed or sought to be
10 reconsidered.
11
12 (3) ~~Time for filing referendum petitions~~ Time for filing referendum
13 petitions. Referendum petitions must be filed within thirty (30)
14 days after adoption by the council of the ordinance sought to
15 be reconsidered.
16
17 (d) *Procedure for filing.*
18
19 (1) *Certificate of clerk; amendment.* Within twenty (20) days after
20 the initiative or referendum petition is filed the town clerk shall
21 complete a certificate as to its sufficiency, specify if it is
22 insufficient, the particulars wherein it is defective and shall
23 promptly send a copy of the certificate to the petitioners
24 committee by registered mail. Grounds for insufficiency are
25 only those specified in subsection (c). If the petitioners
26 committee does not request council review under subsection
27 (2) of this section within the time required, the clerk's
28 certificate shall be a final determination as to the sufficiency
29 of the petition.
30
31 (2) *Council review.* If a petition has been certified insufficient the
32 committee may, within two (2) days after receiving the copy of
33 such certificate, file a request that it be reviewed by the
34 council. The council shall review the certificate within thirty
35 (30) days of the filing of such request and approve or
36 disapprove it, and the council's determination shall then be a
37 final determination as to the sufficiency of the petition.
38
39 (e) *Referendum petitions.* When a referendum petition is filed with the
40 town clerk the ordinance sought to be reconsidered shall remain in
41 effect until:
42
43 (1) The council repeals the ordinance, or;
44

- 1 (2) A vote of the town's qualified electors repealing the ordinance
2 has been certified.
3
- 4 (f) *Action on petitions.*
5
- 6 (1) *Action by council.* When an initiative or referendum petition
7 has finally been determined sufficient, the council shall
8 consider the proposed initiative ordinance or reconsider the
9 referred ordinance by voting its repeal. If the council fails to
10 adopt a proposed initiative ordinance without any change in
11 substance or fails to repeal the referred ordinance within sixty
12 (60) days, a vote of the town's qualified electors on a
13 proposed or referred ordinance shall be held.
14
- 15 (2) *Submission to voters.* The election shall be held not less than
16 ninety (90) days and not later than one hundred twenty (120)
17 days from the date that the petition was determined sufficient.
18 If no regular town election is scheduled to be held within the
19 period described in this subsection, the council shall provide
20 for a special election, within the described period. Copies of
21 the proposed or referred ordinance shall be made available at
22 the polls.
23
- 24 (3) *Withdrawals of petitions.* An initiative or referendum petition
25 may be withdrawn at any time prior to the fifteenth day
26 preceding the day scheduled for a vote of the town by filing
27 with the town clerk or other official designated by the council
28 a request for withdrawal signed by at least four members of
29 the petitioners committee. Upon the filing of such request the
30 petition shall have no further force or effect and all
31 proceedings thereon shall be terminated.
32
- 33 (g) *Results of election.*
34
- 35 (1) *Initiative.* If a majority of the qualified electors voting on a
36 proposed initiative ordinance vote in its favor, it shall be
37 considered adopted upon certification of the election results
38 and shall be treated in all respects in the same manner as
39 ordinances of the same kind adopted by the council; provided,
40 however that the council may amend or repeal an ordinance
41 enacted by initiative only upon the affirmative vote of at least
42 four (4) councilmembers.
43

1 If conflicting ordinances are approved at the same election,
2 the one receiving the greatest number of affirmative votes
3 shall prevail to the extent of such conflict.
4

5 (2) *Referendum.* If a majority of the qualified electors voting on a
6 referred ordinance vote against it, it shall be considered
7 repealed upon certification of the election results.
8

9 **Section 3.** The amendment to the Town Charter set forth in Section 2 above
10 shall not take effect unless and until it is submitted to the electors of the Town of Juno
11 Beach. The amendment shall be submitted at the Town’s general election to be held on
12 Tuesday, March 19, 2024.
13

14 **Section 4.** The title of the ballot and explanatory statement setting forth the
15 substance of the amendment to the Town Charter shall appear on the ballot and shall
16 read as follows:
17

18 **AN AMENDMENT TO ARTICLE VI OF THE TOWN CHARTER**
19 **RELATING TO INITIATIVE AND REFERENDUM PROCEDURES**
20

21 THIS AMENDMENT AMENDS EXISTING LANGUAGE TO CLARIFY THAT
22 ANY VOTE ON A REFERENDUM OR INITIATIVE PROCEEDING SHALL
23 BE SUBMITTED TO A VOTE OF THE TOWN’S QUALIFIED ELECTORS
24 IN LIEU OF “A VOTE OF THE TOWN” TO MAINTAIN CONSISTENCY
25 WITH THE REMAINDER OF THE ARTICLE AND REMOVES GENDER-
26 SPECIFIC PRONOUNS.
27

28 SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?
29

30 YES _____ NO _____
31

32 **Section 5.** The Town Clerk is hereby authorized and directed to advertise the
33 referendum election contemplated herein in accordance with Section 100.342, Florida
34 Statutes, and Section 8-6 of the Town Code of Ordinances.
35

36 **Section 6.** The provisions of this Ordinance shall become and be made part of
37 the Charter of the Town of Juno Beach, Florida.
38

39 **Section 7.** If any section, paragraph, sentence, clause, phrase or word of this
40 Ordinance is for any reason held by a court of competent jurisdiction to be
41 unconstitutional, inoperative or void, such holding shall not affect the remainder of the
42 Ordinance.
43

44 **Section 8.** All ordinances or parts of ordinances of the Town of Juno Beach,
45 Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of
46 such conflict.

Section 9. This Ordinance shall become effective upon approval of a majority of the electors casting their votes at the March 19, 2024 election. If not approved by a majority of the voters voting in the election, this Ordinance shall be automatically repealed.

FIRST READING this ____ day of _____, 2024.

SECOND, FINAL READING AND ADOPTION this ____ day of _____, 2024.

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_____ ALEXANDER COOKE, MAYOR
 _____ AYE _____ NAY

_____ PEGGY WHEELER, VICE MAYOR
 _____ AYE _____ NAY

_____ MARIANNE HOSTA, VICE MAYOR PRO TEM
 _____ AYE _____ NAY

_____ ELAINE K. COTRONAKIS, COUNCILMEMBER
 _____ AYE _____ NAY

_____ DD HALPERN, COUNCILMEMBER
 _____ AYE _____ NAY

ATTEST: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CAITLIN COPELAND-RODRIGUEZ LEONARD G. RUBIN
 TOWN CLERK TOWN ATTORNEY

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 777

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE III, "LEGISLATIVE," SECTION 1, "FORM OF GOVERNMENT; TOWN COUNCIL; POWER AND COMPOSITION; QUALIFICATION; RESIDENCY," AND SECTION 6, "VACANCIES; FORFEITURE OF OFFICE; FILLING OF VACANCIES," OF THE TOWN CHARTER TO CLARIFY THE CANDIDACY RESIDENCY REQUIREMENT, IMPOSE NEW REQUIREMENTS RELATING TO FELONIES AND CRIMES OF FRAUD OF DISHONESTY, AND PROVIDE FOR THE REMOVAL OF THE MAYOR OR A COUNCILMEMBER WHEN HE OR SHE NO LONGER MEETS ALL CANDIDACY REQUIREMENTS; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR A BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and

WHEREAS, the Committee recommended revising Article III, Section 6 of the Charter to allow for removal of the Mayor and Councilmembers if they are convicted of or plead nolo contendere to certain crimes, and the Town Council wishes to incorporate such requirements in the candidate qualifying section, clarify the requirements for residency, and provide for the removal of the Mayor or a Councilmember for failure to maintain the candidacy requirements; and

WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.

Section 2. The Town Council hereby amends Article III, "Legislative," Section 1, "Form of government; town council; power and composition; qualification; residency," and Section 6, "Vacancies; forfeiture of office; filling of vacancies," of the Town Charter to read as follows (additional language is underlined):

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ARTICLE III. LEGISLATIVE

* * *

Sec. 1. Form of government; town council; power and composition; qualification; residency.

(b) Only electors of the town who have been continuous residents for at least one (1) year immediately preceding the date of filing of their notice of candidacy shall be eligible to hold the office of mayor or councilmember. All candidates for mayor or councilmember shall submit an affidavit prior to qualification for office demonstrating that they meet the residency requirement. As used in this section and for the purpose of completing the affidavit, "residency" shall require: ~~(1) a place of abode within the town where the prospective candidate actually lives; and (2) the intent of making that place of abode the person's permanent home.~~ Additionally, the affidavit shall state that the candidate is registered to vote at the candidate's place of abode at the time of qualification. No elector shall qualify for the office of mayor or councilmember if he or she has been convicted or pled nolo contendere to any felony or has been convicted or pled nolo contendere to any crime of fraud or dishonesty including, by way of example, larceny, theft, burglary, forgery, perjury, or embezzlement.

* * *

Sec. 6. Vacancies; forfeiture of office; filling of vacancies.

(a) *Vacancies.* The office of mayor or of a councilmember shall become vacant upon death, resignation, or removal from office in any manner authorized by law of such mayor or councilmember or if such mayor or councilmember ceases to be an elector of the town or ceases to meet the requirements for candidacy set forth in section 1(b) of this article as determined by the remaining members of the council.

Section 3. The amendment to the Town Charter set forth in Section 2 above shall not take effect unless and until it is submitted to the electors of the Town of Juno Beach. The amendment shall be submitted at the Town's general election to be held on Tuesday, March 19, 2024.

Section 4. The title of the ballot and explanatory statement setting forth the substance of the amendment to the Town Charter shall appear on the ballot and shall read as follows:

1 **AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER**
2 **RELATING TO CANDIDATE QUALIFYING AND REMOVAL FROM OFFICE**
3

4 THIS AMENDMENT REVISES SECTION 1 AND SECTION 6 OF ARTICLE
5 III OF THE TOWN CHARTER TO CLARIFY THE CANDIDATE
6 RESIDENCY REQUIREMENT TO ENSURE THE CANDIDATE HAS A
7 PLACE OF ABODE IN THE TOWN WHERE THE CANDIDATE ACTUALLY
8 LIVES, PROHIBIT A CANDIDATE WHO HAS BEEN CONVICTED OF OR
9 PLEAD NOLO CONTENDERE TO A FELONY OR CRIME OF
10 DISHONESTY FROM QUALIFYING FOR OFFICE, AND PROVIDE FOR
11 REMOVAL OF THE MAYOR OR A COUNCILMEMBER WHO CEASES TO
12 MEET THE CANDIDACY REQUIREMENTS.

13
14 SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

15
16 YES_____ NO_____

17
18 **Section 5.** The Town Clerk is hereby authorized and directed to advertise the
19 referendum election contemplated herein in accordance with Section 100.342, Florida
20 Statutes, and Section 8-6 of the Town Code of Ordinances.

21
22 **Section 6.** The provisions of this Ordinance shall become and be made part of
23 the Charter of the Town of Juno Beach, Florida.

24
25 **Section 7.** If any section, paragraph, sentence, clause, phrase, or word of this
26 Ordinance is for any reason held by a court of competent jurisdiction to be
27 unconstitutional, inoperative, or void, such holding shall not affect the remainder of the
28 Ordinance.

29
30 **Section 8.** All ordinances or parts of ordinances of the Town of Juno Beach,
31 Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of
32 such conflict.

33
34 **Section 9.** This Ordinance shall become effective upon approval of a majority
35 of the electors casting their votes at the March 19, 2024 election. If not approved by a
36 majority of the voters voting in the election, this Ordinance shall be automatically
37 repealed.

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40 *[Remainder of page blank – signatures on next page]*

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FIRST READING this ____ day of _____, 2023.
SECOND, FINAL READING AND ADOPTION this ____ day of _____, 2023.

AYE

NAY

ALEXANDER COOKE, MAYOR

AYE

NAY

PEGGY WHEELER, VICE MAYOR

AYE

NAY

MARIANNE HOSTA, VICE MAYOR PRO TEM

AYE

NAY

ELAINE K. COTRONAKIS, COUNCILMEMBER

AYE

NAY

DD HALPERN, COUNCILMEMBER

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

CAITLIN COPELAND-RODRIGUEZ
TOWN CLERK

LEONARD G. RUBIN
TOWN ATTORNEY



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: L. Rubin, Town Attorney
Item Title: Ordinance No. 778 – Increasing and equalizing the salaries of the Mayor and Councilmembers (First Reading)

DISCUSSION:

At its October 25, 2023 meeting, the Town Council directed this office to draft an Ordinance amending the salaries for the Mayor, Vice Mayor, and Councilmembers. Article III, Section 5 of the Town Charter provides as follows: “The council may determine the annual salary of the mayor and of council members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the mayor or councilmembers elected at the next regular election.”

The current annual salaries are as follows: Mayor \$6,000; Vice Mayor \$3,000; and Councilmember \$2,400. The attached Ordinance increases the annual salary for the Mayor, Vice Mayor, and each Councilmember to \$8,400, effective on the date of commencement of the terms of the Mayor and the Councilmembers elected at the March 2024 election. The salary shall increase by two percent (2%) on an annual basis, commencing April 1, 2025. While Charter mandates that the increase shall not go into effect until the commencement of the terms of those persons elected at the next general election, it does not specifically limit the increase to such persons. Consequently, the increased salary would apply to the Mayor and each Councilmember, irrespective of whether the Councilmember was up for reelection.

RECOMMENDATION:

Town Staff recommends that the Council consider the adoption of Ordinance No. 778 on first reading.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 778

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, ESTABLISHING THE ANNUAL COMPENSATION FOR THE MAYOR AND COUNCILMEMBERS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 5 of the Town Charter provides that the Town Council may determine the annual salary of the Mayor and the Councilmembers by Ordinance, provided, however, that such Ordinance shall not be effective until the date of commencement of the terms of the Mayor or Councilmembers elected at the next regular election; and

WHEREAS, the current annual salaries for the Mayor (\$6,000), Vice Mayor (\$3,000), and Councilmember (\$2,400) have remained unchanged for decades; and

WHEREAS, the Town Council wishes to increase and equalize the salaries for the Mayor, Vice Mayor, and Councilmembers, and provide for a two percent (2%) annual increase; and

WHEREAS, the Town Council determines that the adoption of this Ordinance is in the interests of the public health, safety, and welfare and serves a valid municipal purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified and incorporated herein.

Section 2. The Town Council hereby increases the annual salaries of the Mayor, Vice Mayor, and each Councilmember to \$8,400.00. The salary increase shall become effective upon the commencement of the terms of those persons elected to the position of Mayor and Councilmember at the March 2024 general election and shall increase by two percent (2%) on April 1st of each year thereafter, commencing April 1, 2025.

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

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall become effective immediately upon adoption and shall be implemented as set forth in Section 2 above.

FIRST READING this _____ day of _____, 2023.

SECOND, FINAL READING AND ADOPTION this _____ day of _____, 2023.

10	_____	_____	_____
	AYE	NAY	ALEXANDER COOKE, MAYOR

12	_____	_____	_____
13	AYE	NAY	PEGGY WHEELER, VICE MAYOR

15	_____	_____	_____
16	AYE	NAY	MARIANNE HOSTA, VICE MAYOR PRO TEM

18	_____	_____	_____
19	AYE	NAY	ELAINE K. COTRONAKIS, COUNCILMEMBER

21	_____	_____	_____
22	AYE	NAY	DD HALPERN, COUNCILMEMBER

25	ATTEST:	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
----	---------	--

28	_____	_____	_____
29	CAITLIN COPELAND-RODRIGUEZ	LEONARD G. RUBIN	
30	TOWN CLERK	TOWN ATTORNEY	



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: Steven J. Hallock, Public Works Director
Item Title: Landscape and Maintenance Services Bid Award

TOWN COUNCIL GOAL:

Improve Town beautification, safety and upkeep including a short-term (1-3 year) traffic/Road safety plan and a sidewalk plan. (Director of Public Works & Chief of Police)

DISCUSSION:

The Town's current landscape maintenance company, Complete Property Maintenance (CPM), terminated our contract effective December 1, 2023. As a result, a Request for Proposals (RFP) was drafted, and the following timeline implemented.

<u>Date/Time</u>	<u>Action/Activity</u>
October 13, 2023	RFP available on Town website and other links
October 23, 2023 at 11:00 AM	Non-mandatory Pre-Proposal Meeting
October 24, 2023 at 11:00 AM	Questions Due
October 30, 2023 at 11:00 AM	RFP Due
November 1, 2023 at 11:00 AM	Evaluation Committee Meeting
November 15, 2023 at 5:30 PM	Town Council Agenda Item – Award Consideration
December 1, 2023	Start of New Contract

In the past, landscape and maintenance services were split in different ways between Contractor(s) and Public Works Department Staff. The RFP attached contained:

- **Base Bid** – Tasks the current Contractor is performing.
- **Alternates** – Tasks the Public Works Department is performing.
- **Tree/Palm Trimming** – Last bid out to a separate Contractor in December 2020 but the Public Works Department trimmed around Pelican Lake, Kagan Park, Mercury Road, and Universe Blvd.
- **Additional Landscaping Tasks** - Unit costs if additional services are needed by the new Contractor.

The goal was to give the Town Council options on what tasks a Contractor should perform and what tasks the Public Works Department should perform.

A total of four (4) responses to the RFP were received, and the Evaluation Committee, consisting of Finance Director Ventura, Project Coordinator/Risk Manager Dobbins, and Public Works Director Hallock, met on November 1, 2023, to review, rank, and vet out the companies which submitted proposals to the Town's RFP. The minutes of this meeting with the backup documentation are attached. The overall ranking is as follows:

1. Terracon Services, Inc. (256)
2. Arazoza Brothers Maintenance (238)
3. Mainguy Landscape Services (227)
4. Brightview (185)

RECOMMENDATION:

The Town Staff is recommending Terracon Services, Inc. be awarded the following:

Base Bid: \$9,800 per month -\$117,600 per year,

Alternates \$4,300 per month - \$51,600 per year,

and Tree/Palm Trimming at a biannual cost of \$24,470,

for a total amount of \$193,670.00 with a 5% contingency of \$9,683.50 for additional services as needed. The total bid award will be \$203,353.50.

The 24-25 budget will be \$169,200.00 with a 5% contingency of \$8,460.00 for a total of \$177,660. This reduction in cost is because we are only performing "Tree/Palm Trimming" every other year.

The current FY 23-24 budget is \$78,468.00 so this will be a significant increase in spending. The main benefits will be one Contractor held accountable for all landscape and maintenance services and it frees up Public Works Department Staff to focus on other areas to meet the Town Council goal to improve Town beautification, safety, and upkeep.

Request a motion to enter into a 2 year contract with Terracon Services, Inc. as presented and increase the current year landscape maintenance budget from contingency in the amount of \$124,886.

Ari Buenaventura <AriB@cpmlawn.com>
To: Steve Hallock <shallock@juno-beach.fl.us>
Cc: Shane Humble <ShaneH@cpmlawn.com>, John Johnson <JohnJ@cpmlawn.com>

August 31st, 2023

Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
Attn.: Mr. Steve Hallock

To Whom It May Concern:

The purpose of this letter is to inform you that effective **December 1st, 2023**, maintenance services will no longer be provided at the above referenced property as per the executed contract agreement:

Article 4 - Termination

"This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR..."

Thank you for your support through the years and if we can be of any help please call.

Sincerely,

COMPLETE PROPERTY MAINTENANCE, INC.

Ariadna Buenaventura



[4101 Vinkemulder Rd. / Coconut Creek, FL 33073](http://www.cpmlawn.com)
D: (954) 860-7328 / O: (954) 973-3333 / F: (954) 979-1424
www.cpmlawn.com

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Request for Proposal

For

Landscape and Maintenance Services



TOWN OF JUNO BEACH
340 OCEAN DRIVE
JUNO BEACH, FL 33408

STEVEN J. HALLOCK
DIRECTOR OF PUBLIC WORKS
(561) 656-0310
shallock@juno-beach.fl.us

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REQUEST FOR PROPOSALS

The Town of Juno Beach will receive sealed proposals from qualified contractors to provide **Landscape and Maintenance Services**.

Interested firms shall submit one (1) original and four (4) copies in a sealed envelope bearing the name and address of the firm and the words **“Landscape and Maintenance Services”** to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **October 30, 2023 at 11:00 AM**. Any proposals received after the date and time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and acknowledged in the Town Council Chambers.

The Request for Proposal is open to inspection and may be obtained at the Town Center, 340 Ocean Drive, Juno Beach, Florida 33408, on the Town’s website www.juno-beach.fl.us, Demandstar.com, VendorRegistry.com or by contacting Steven J. Hallock, at (561) 656-0310. Electronic copies are free of charge and may be obtained by sending an email request to shallock@juno-beach.fl.us.

A non-mandatory pre-proposal meeting will be held on October 23, 2023 at 11:00 AM at the Town Center, Council Chambers, 340 Ocean Drive, Juno Beach, FL, 33408.

The term of service shall be for a period of two (2) years. The Town and the selected contractor may extend the term for two (2) additional two (2) year terms, with mutual consent.

The Town of Juno Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Town of Juno Beach, in its sole discretion, to be most advantageous to the Town.

TOWN OF JUNO BEACH, FLORIDA
Steven J. Hallock
Director of Public Works

Publish: Palm Beach Post
October 13, 2023

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The sole purpose and intent of this Request for Proposal (RFP) is to establish a term contract for landscaping and grounds maintenance for the Town of Juno Beach in accordance with the designated schedule and all specifications contained herein.

The Proposal Documents consist of:

1. Request for Proposal
2. Instructions to Proposers and Terms and Conditions
3. Introduction, Proposal Response Format, Scope of Work/Technical Specifications
4. Proposal Form
5. Drug Free Workplace Certification
6. Sworn Statement on Public Entity Crimes
7. Scrutinized Vendor Certification
8. Standard Contract for Services
9. Any Addenda issued prior to the date designated for receipt of proposal; and
10. Appendix

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Town of Juno Beach (“Town”) does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words **“Landscape and Maintenance Services”** on the outside and mailed or hand-delivered to the Town of Juno Beach on or before the specified time and date. **Please provide one (1) original and four (4) complete copies.**

It is the Proposer’s sole responsibility to ensure that his/her Proposal is received by the Town on or before the closing date and time. The Town shall in no way be responsible for delays caused by any occurrence. Proposals submitted by telephone, telegram, e-mail or facsimile will not be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date. Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Town provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

For information concerning this Proposal, please contact:

Steven J. Hallock, Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
shallock@juno-beach.fl.us, 561-656-0310, fax: 561-656-0378.

All questions regarding this Request for Proposal shall be directed in writing preferably by email to shallock@juno-beach.fl.us. **Questions shall be submitted no later than Tuesday, October 24, 2023 at 11:00 AM.** Questions submitted after that date and time shall not be answered nor considered grounds for a protest.

Note: Written requirements in the Request for Proposal or its amendments/addenda are binding - oral communications are not.

CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Town finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are Eastern Standard Time (EST) in Juno Beach, Florida.

<u>Date/Time</u>	<u>Action/Activity</u>
October 13, 2023	RFP available on Town website and other links
October 23, 2023 at 11:00 AM	Non-mandatory Pre-Proposal Meeting
October 24, 2023 at 11:00 AM	Questions Due
October 30, 2023 at 11:00 AM	RFP Due
November 1, 2023 at 11:00 AM	Evaluation Committee Meeting
November 15, 2023 at 5:30 PM	Town Council Agenda Item – Award Consideration
December 1, 2023	Start of New Contract

ACCEPTANCE/REJECTION

The Town reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Town, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Town. The Town reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Town reserves the right to re-issue the Request for Proposal.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any such additional terms and conditions shall have no force and effect and are inapplicable to this Request for Proposals, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for the opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be e-mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not actually received. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before Proposals are opened. No authorization is allowed by Town personnel to interpret or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated into a contractual agreement. A copy of the Town's Standard Contract is included in the Proposal Documents. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Town is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Town shall **not** be authorized to use the Town’s Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

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

VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Town shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Town reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Town the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the Town.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Town and promptly demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Town to make a Proposal award and execute a Contract under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all proposals.

PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions.

- (A) Proposals must be made on the blanks provided herewith. The blank spaces in the proposal form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items mentioned in the proposal form.
- (B) Lump sum proposals shall be shown on the Proposal Form provided in this package.
- (C) Any proposal which does not contain prices set opposite each of the items for which there is a blank space, or any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Proposals must be signed in ink by the Proposer with the signature in full.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.
- (F) If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the work specified. Qualified vendors must be licensed or authorized to provide the requested products and services. They should demonstrate the technical and professional capacity to

deliver the products and services requested in this RFP. The Proposer shall submit the following information with his/her proposal:

- A. A list of three (3) most recent references for which the Proposer has provided complete landscape and maintenance services (government agency references are preferred). Please provide the business/government agency address, the name of the project representative and telephone number. Include a brief description of services performed.
- B. List of experience, equipment and personnel requirements as set forth in the Scope of Work/Specifications.
- C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- D. Evidence of at least five (5) years of experience in providing landscape and maintenance services.

Failure to submit the above requested information may be cause for rejection of the Proposal.

SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of the Town Center as permitted by the owner or its representative or as necessary to complete requested services. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed.

REGULATIONS, PERMITS AND FEES

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Town. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

CONE OF SILENCE

This Request for Proposal is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Section 287.05701, Florida Statutes, the Town may not request documentation of or consider a Proposer’s social, political, or ideological interests when determining if the Proposer is responsible. Further, the Town may not give a preference to a Proposer based on the Proposer’s social, political, or ideological interests.

EVALUATION OF PROPOSALS

Companies shall be ranked based on the following criteria. The Town’s staff will consider how well the Proposer’s submittal meets the needs of the Town. It is important that the responses be clear, concise, and complete so that the staff can adequately understand all aspects of the proposal. The Town will select the Proposer it determines, in its sole discretion, possesses the best combination of professional attributes, experience, equipment, and pricing. In evaluating the proposals, the Town anticipates using the following weighted criteria:

Max. Points	Category
15	<p><i>Vendor Profile-Qualifications, Background and Experience of Firm</i></p> <ul style="list-style-type: none"> ● Qualifications and experience with similar projects ● Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
10	<p><i>References</i></p> <ul style="list-style-type: none"> ● Provide a minimum of three (3) customers with a brief description of similar work performed (Government Preferred). ● Provide the designated contact person’s name, phone number, email address, location and dates of service (at least 2 years).
25	<p><i>Personnel and Equipment</i></p> <ul style="list-style-type: none"> ● Provide sample list of company equipment ● Availability of qualified personnel
50	<p><i>Price</i></p> <ul style="list-style-type: none"> ● Completed Itemized Proposal Form to include all products and services.

CLIENT REFERENCES

The Proposer shall include three (3) current client references providing the client's name and telephone numbers.

1 _____

2 _____

3 _____

**INTRODUCTION, PROPOSAL RESPONSE FORMAT, SCOPE OF
WORK/TECHNICAL SPECIFICATIONS**

SECTION 1 – INTRODUCTION

The Town of Juno Beach is seeking proposals from qualified contractors to provide Landscape and Maintenance Services at various locations around the Town of Juno Beach.

It is the Town’s desire to enter into an agreement with a contractor that can provide a turn-key range of services. This RFP states the overall scope of products and services desired, as well as desired vendor qualifications and evaluation criteria.

For information concerning this Proposal, please contact:

Steven J. Hallock, Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
shallock@juno-beach.fl.us, 561-656-0310, fax: 561-656-0378.

SECTION 2 – PROPOSAL RESPONSE FORMAT

The Proposer shall follow the following format when submitting their RFP proposal. The Town is not interested in reams of brochures or superfluous information. Only provide the items requested below.

1. **Cover letter: Letter on Company’s letterhead with the following information.**
 - a. Describe the firm’s organizational background.
 - b. Number of years in business.
 - c. Include a description of the firm’s experience in providing similar work and projects.
 - d. Federal tax ID number.
 - e. Copy of business tax receipt from your city of origin and proof the company is licensed to sell/perform their services in the State of Florida.
 - f. The staff person assigned to the Town’s project. The expectation is that this person will be the point of contact for all activities on the account and will be responsible for making sure that all terms of the contract are executed according to the terms established.
 - g. Disclose any relevant information that your firm believes demonstrates its qualifications for the project and/or distinguishes the firm’s proposal from other proposals.
 - h. Confirmation of any addendums posted.
 - i. State this proposal is valid for 60 days from the due date of the RFP.
 - j. The letter must be signed by a person authorized to bind the company in a contract with the Town.

2. Statement or evidence of at least five (5) years of experience in providing landscape and maintenance services.
3. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
4. Statement or proof of Insurance as described in RFP. (If awarded and upon execution of a contract, all insurance, other than Worker’s Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF JUNO BEACH as an “Additional Insured.”)
5. A list of three (3) most recent references for which the Proposer has provided complete landscape and maintenance services (government agency references are preferred). Please provide the business/government agency address, the name of the project representative and telephone number for each of the references. Include a brief description of the services performed for each.
6. List of experience, equipment and personnel requirements as set forth in the: SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS
7. Itemized Proposal Fee to include all products and services: including trees, shrubs, and installation. Use the form provided.
8. Attach required Town forms to this RFP.
 - 1) Cover Letter
 - 2) Proposal Form
 - 3) Drug Free Workplace
 - 4) Public Entity Crime Statement
 - 5) Scrutinized Vendor Certification
9. Submit one (1) original and four (4) copies in a sealed envelope bearing the name and address of the firm and the words “Landscaping and Maintenance Services” to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by October 30, 2023 at 11:00 AM.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The scope of work shall include, but is not limited to: mowing, trimming, weeding, and edging of all landscaped areas, including turf areas, medians, right-of-way, flower beds, shrub beds, and ground cover beds; fertilizing, herbicide treatment, mulching, blowing sidewalks, and roads as needed, and removal of all litter and landscape debris, such as fallen branches or palm fronds while on site. The successful proposer shall furnish all labor, supervision, equipment, supplies, tools, materials, fuel, services, and all other necessary incidentals required to fully maintain the general condition of the Town properties and grounds to a superior level using the highest and best maintenance practices in the industry.

REGULATIONS AND STANDARDS

The successful proposer shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract. The successful proposer shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

- 1. Florida Department of Transportation
- 2. Occupational Safety and Health Act
- 3. Environmental Protection Agency
- 4. All State and Federal labor standards and practices, as applicable
- 5. Insurance

SUCCESSFUL PROPOSAL RESPONSIBILITIES

The successful proposer shall be available to the Town for as-needed inspections of all landscaped areas at no additional cost, as directed by the Town. The successful proposer shall be available to attend meetings with the Town at no additional cost to the Town, as directed by the Town.

ATTIRE

The successful proposer shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by Laws, Regulations, Ordinances, and/or manufacturer’s instructions for materials and equipment. The successful proposer’s personnel shall be in company uniform during the performance of maintenance duties.

CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for ensuring that all employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposal. The Contractor shall be responsible for obtaining all necessary permits, licenses, and/or registration cards, in compliance with all applicable Federal, State and Local statutes pertaining to services as specified.

SUPERVISION

The successful proposer shall provide an adequate number of trained, qualified crew/site supervisors capable of providing adequate supervision to accomplish the services. The successful proposer’s designated crew/site supervisors shall be reachable by cell phone, Monday through Friday, 7:00 a.m. to 5:00 p.m. Cell phone numbers for the crew/site supervisors shall be provided to the Director of Public Works.

Crew/site supervisor, to the satisfaction of the Director of Public Works, shall be capable of verbal and written communication in English language and shall be able to adequately

communicate with service workers.

The Contractor’s Supervisor will complete a walk-thru after each service to confirm that the defined quality and scope of service was performed. At the end of each maintenance day, all walks, drives, road surfaces and open space areas will be free of any loose materials, trash, or debris.

The Director of Public Works, or his designee, may request the Contractor to remove any Supervisor if it is determined the individual is not performing the service in accordance with the terms and conditions of this contract.

Note: Crew/site supervisor shall be defined as the person who has the authority to make immediate and binding decisions on behalf of the successful proposer, regarding the disbursement of any resources needed, including, but not limited to, chemicals, materials, equipment, labor, or otherwise as directed by the Director of Public Works. The duties shall be performed at no additional cost to the Town.

EMPLOYEES

Persons employed by the Contractor in the performance of services pursuant to this bid shall not be considered employees of the Town, shall be independent thereof and shall have no claim against the Town as to pension, workers compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law, and shall be 18 years of age or older. Under no circumstances will any employee of the Contractor be permitted to allow minors (under 18 years of age) and/or anyone who is not an employee of the contractor to enter any Town facility or perform services on behalf of the Town at any time for any reason.

All personnel shall be required to wear proper attire, which, at a minimum, includes a standard shirt carrying the company name and/or logo, present a good appearance and maintain a professional code of conduct. All personnel shall wear a safety vest with reflective striping when working within the road right of way. The personnel shall observe the applicable FDOT Maintenance of Traffic Standard, when working in the road right of way. The Contractor will ensure that all County, State of Florida, OSHA and other applicable safety regulations are met.

EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by all applicable laws in use at all times and shall be properly maintained. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Director of Public Works may direct the successful proposer to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. **As of October 1, 2024, gasoline powered leaf blowers are prohibited on any property within the Town and only battery operated leaf blowers may be used.**

MONTHLY INSPECTION

The successful proposer's work will be inspected by the Town representative on a regular basis to ensure strict compliance with these specifications. The Town will meet with the successful proposer as needed, but no less than on a monthly basis, to review the overall maintenance. The Director of Public Works may make periodic inspections and provide reports indicating items that need to be addressed and the successful proposer is responsible for fixing the deficiencies in a timely manner. Inspections shall be at no additional cost to the Town.

DAMAGE

The successful proposer shall immediately notify the Director of Public Works of damaged turf and/or plant materials resulting from vehicular damage, storm damage and/or vandalism. During each service, the successful proposer shall upright and stake any fallen or leaning trees and palms, stake young trees with unestablished roots, re-strap and/or straighten trees with diameters of 3" or less and remove dead or damaged material. All observed hazards shall be reported immediately to the Director of Public Works.

The successful proposer shall be responsible for repairs or replacements of turf, all plants, materials, equipment, and property damaged by his/her employees during the performance of maintenance duties.

The successful proposer, while on site performing a service, shall be responsible for repairs and/or replacement to vehicles and windows due to flying rocks and debris from mowers and trimmers.

All repairs shall be completed within three (3) calendar days, with the exception of irrigation damage. Irrigation system damage shall be repaired within one (1) day.

Irrigation: Any damage caused by the successful proposer's personnel or equipment will be billed or deducted from the monthly invoice. Any malfunctions and/or required adjustments shall be reported to the Director of Public Works. The successful proposer shall trim and clean around all sprinkler heads, as needed, to provide free flow of water.

DEBRIS

All dead plants, bushes, and debris (e.g., grass, leaves, tree trimmings, hedge clippings, tree branches, broken limbs, pine needles, pine cones, gravel/sand, stones, asphalt, concrete, cigarettes, cans, paper, glass, litter), shall be removed, on day of service, from the entire site and disposed of at the proper facilities at the successful bidder's expense. All plant beds, ground covers, and mulched areas shall be free of weeds, trash, fallen limbs and dead vegetation at each service.

DESIGNATED SCHEDULE

Locations:	Number of Services	Monthly Mowing Schedule
Manicured ground mowing Cuts/Month	43/year	Apr – Oct (weekly) Nov – Mar (bi-weekly)
Perimeter ground mowing Cuts/Month	19/year	Apr – Oct (bi-weekly) Nov – Mar (monthly)

* Manicured grounds shall be defined as areas of manicured plant beds, St. Augustine grass areas, and mulched beds.

** Perimeter grounds shall be defined as areas that are Bahia grass areas or right-of-way areas.

Mowing schedules shall be approved by the Director of Public Works and the Town reserves the right to increase or decrease services as needed. The successful proposer shall provide each month’s maintenance schedule no later than the last week of the preceding month. The Director of Public Works shall be notified a minimum of five (5) days in advance of any change in schedule. The Town reserves the right to adjust the successful bidder’s maintenance schedule to accommodate special events and/or activities.

The maintenance schedules shall denote all tasks to be performed. All work will be inspected following scheduled maintenance. The cost of any task not performed or performed incompletely may be deducted from the invoice from which it is billed.

MOWING:

Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any “missed” uncut grass. All grasses shall be maintained at a height of four (4) inches, never to exceed six (6) inches unless permitted by the Town. Rotary mowers shall be used on St. Augustine grass. Reel mowers with rollers, rotary mowers or flair mowers shall be used on Bahia grass. Reel mowers shall be used on Bermuda grass. All mowing shall be done with finish mowers unless otherwise specified. All mowers shall be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade. All mowers shall be mulching-type mowers with no discharge allowed, or all clippings shall be manually removed. All equipment shall be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the Town at its sole discretion. All equipment shall meet all applicable manufacturers’ safety standards for operation while in use. All mower blades shall be maintained to provide a sharp cut, rather than tear grass blades. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, etc. Mowing shall be done carefully so as not to “bark” trees or shrubs, intrude into ground cover beds, damage sod berm, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs, or other facilities.

Grass clippings or debris caused by mowing shall be removed from the adjacent walks, drives, gutters and curbs or surfaces on the same day as turf is mowed. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways or adjacent properties. Mowing shall not be done when weather or conditions shall result in damaged turf. Weekend mowing is not allowed without prior approval from the Director of Public Works. All work may be performed between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Work performed at any other hours shall require prior written approval from the Director of Public Works. Line trimming machines shall not be used in areas accessible to mowers.

SWALE AREAS, AROUND RETENTION PONDS:

Use line trimming or brush cutting machines when not accessible to mowers. Grass level shall equal that of mower cutting height.

TRIMMING:

Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon “fish line” cutting machines. Grass shall be trimmed at the same height as adjacent turfs mowed. Areas requiring trimming include buildings, fences, walls, poles, electrical boxes, trees, sprinklers, pavement edges, plant beds, etc. Line trimming machines shall not be used in areas accessible to mowers.

EDGING:

Edgers shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than ½” away from walks and edge of pavement. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces, curb, drives, patios, decks, shall be completed during each mowing. Edging of all bed areas and tree wells shall be done in conjunction with each mowing. Edging shall be performed to result in neat vertical uniform lines and uniform depths. No **Fish Line** cutting shall be allowed for edging. Steel blade edging is the only allowable machine approved by the Director of Public Works. Plant growth on paved surfaces, curbs, sidewalks, etc., shall be removed/sprayed monthly to kill vegetation in cracks, etc., to maintain a clean, neat appearance. Damage to property or existing vegetation caused by improper trimming or edging or vine removal shall be repaired or replaced within forty-eight (48) hours at the proposer’s expense. All walks and other paved areas shall be vacuumed, swept, or blown off while the mowing, edging, or trimming is in process so that the appearance suffers for the least amount of time. Landscaping lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each service.

PRUNING/TRIMMING OF SHRUBS, PLANTS, TREES AND BUSHES:

Tree pruning/trimming shall be performed in accordance with Town of Juno Beach Ordinances and the Florida Department of Transportation requirements on state-owned roadways, right-of-ways, and medians. Proposer shall be aware of all height requirements and line-of-sight distances per FDOT.

Hedge and Shrub Trimming

Frequencies shall be once per month, unless directed otherwise by the Director of Public Works. All shrubs, plants, trees, and bushes shall be trimmed and/or pruned monthly or as directed to maintain a manicured appearance. Trees shall be trimmed and/or pruned up to height accessible from the ground. The successful proposer shall use long handle pruning saws for all trees. All plants shall be maintained to well-shaped appearance according to each species natural growth habit. Flowering shrubs shall be pruned in the proper season to allow full flowering potential for the following flower season. All plants shall be kept pruned away from all structures. The successful proposer shall prune all hedges and plant materials as specified.

Tree Pruning

Frequency shall be once per month. Exceptions to this schedule include immediate removal of damaged, dead, or diseased limbs. **“Maintenance pruning” of trees shall consist of the removal of dead and/or broken branches, suckers, sprouts or foreign growths from grounds level up to 10 feet in height; and pruning to prevent encroachment of branches over street, into private property, obscuring view of signs or traffic, particularly at road intersections, or interference with lighting.** All tree pruning shall be accomplished with standard practices as follows: Use clean sharp cutting tools designed for pruning; do not use machetes for any pruning or trimming. Cut branches 1/4" away from the collar to promote healing, leaving no stubs. Remove from all trees as necessary any vines, debris, signs, or any other materials attached to the trunk.

Remove all dead or broken branches, including dead palm fronds from trees in the accepted manner.

Special emphasis shall be placed on safety during tree pruning operations, particularly when working over or adjacent to roads or walkways. The successful proposer shall trim all unsightly tree limbs accessible from the ground, as required, and in accordance with good horticultural practices. Trees that overhang parking areas shall be kept trimmed so that limbs do not come into contact with parked cars. All tree cutting/debris shall be removed from the site on the same day as cut.

WEEDING:

Weeding and cleaning of all planters, plant beds, including all hedges and ringed areas around trees, shall be completed during each service to maintain a manicured appearance. For the purpose of this solicitation a weed shall be considered as any undesirable or misplaced growth.

Hand-pull weeds in shrub, flower and ground cover areas, as needed to maintain a clean appearance. All weeds that appear within sidewalk or curbing expansion joints are to be continually controlled through the use of herbicide. **Mirimichi Green PRO Weed Control is the approved herbicide that can be used to control weeds. Any equal herbicide shall have prior approval from the Director of Public Works, but Glyphosate is not authorized for use.** Apply only approved herbicides, as needed to control weeds in medians, sidewalks, decorative pavers, bull noses, curbs, catch basins, and gutter areas. Trees and palms within lawn area: No chemical edging is allowed around trees and palms within lawn areas. **Do not use string trimmers adjacent to trunks in order to avoid trunk damage.** Maintain all tree and shrub beds in a weed free condition by hand pulling at each maintenance visit. Haul away all trimming debris from site, on day of service, and properly dispose of it at the successful proposer's expense.

RAKING OF MULCH:

The successful proposer shall rake existing mulch, once a month, to enhance aesthetics and break up any underlying hydrophobic layers to allow for better water percolation. Mulching applications shall be performed as directed by the Director of Public Works.

PEST CONTROL:

Successful proposer shall use a trained and licensed applicator to monitor and spray for insects, pests and fungus harmful to turf, trees and plants, with approved insecticides and fungicides. Fire ant control shall be performed during each service with an approved pesticide such as Andro, Orthene or Varsity. Application shall be as directed by the manufacturer's directions. Successful proposer is responsible for insect pests and fungus that damage grass, trees, and all plant life due to successful proposer's non-performance

FERTILIZING

Section 482.1562, Florida Statutes, requires that **ALL** commercial fertilizer applicators have a certification from the Florida Department of Agriculture and Consumer Services (FDACS).

The successful proposer shall not start fertilizing procedures until given approval to start by the Town representative. No fertilizer shall be used around the Pelican Lake area.

Fertilizing shall not be performed when weather or conditions shall result in damaged turf. The successful proposer shall be responsible for repairs and replacement of turf and all plants resulting from fertilizer burn at no additional cost to the Town. The fertilizer used shall be a commercial grade product and recommended for use on each grass type. Specific requirements should be determined by soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

If staining does occur, the successful proposer shall be responsible for cleaning the affected hard surfaces within twenty-four hours of staining at no additional cost to the Town. A Town

representative must be on-site to witness all the fertilizing process; otherwise, this action by the successful proposer would be considered a breach of the contract and will not be accepted as a completed service. All applications shall follow labeled precautions and be performed by experienced employee(s) familiar with applications using best management practices as outlined in Florida Green Industries Best Management Practices Manual. All fertilizer formulations shall be safe to use in a mixed lawn and planting bed application.

Schedule for fertilizer applications are as follows:

The successful proposer shall fertilize all lawns two (2) times per year using a complete slow release fertilizer containing all micro-nutrients. Application shall be applied as per manufacturer’s label and scheduled as determined by the Director of Public Works. A weed and feed fertilizer shall be used at sites with Saint Augustine.

Fertilize all shade trees two (2) times per year using a complete slow release fertilizer containing all micro-nutrients at a rate of one (1) lb. per one (1) inch of tree trunk caliper. Measure caliper at three (3) feet above finish grade. Fertilizer shall be scheduled as determined by the Director of Public Works.

Fertilize all flowering shrubs two (2) times per year using a complete slow release fertilizer containing all micro-nutrients.

Fertilize Palms two (2) times per year using quality Palm Fertilizer containing all micro-nutrients.

All phases of the fertilization process shall be completed in conjunction with the lawn fertilization schedule as specified.

GRASS TYPE	QUANTITY	RATIO
St. Augustine	1 lb of N/1000 per sq. ft.	N,P,K 5:2:1 with a post-emergent weed control
St. Augustine	1 lb of N/1000 per sq. ft.	N,P,K10:1:2 with insecticide
St. Augustine	1 lb of N/1000 per sq. ft.	N,P,K 3:1:3
St. Augustine	1 lb of N/1000 per sq. ft.	N,P,K 5:2:1
Bahia Grass	1 lb of N/1000 per sq. ft.	N,P,K 3:1:3
Shrub & Ground Cover	1 ½ to 3 lbs N/100 per sq. ft.	N,P,K 3:1:2
Trees & Palms	1lb per inch of tree diameter, but no more than 8 lbs of fertilizer per tree	N,P,I 4:1:1

MULCHING

All mulch products shall be approved prior to installation. Mulch will be placed two (2) times per calendar year as directed by the Director of Public Works. Florida red chip, natural chip, melaleuca, recycled wood, pine needle, pine bark mulch and/or engineered wood chip mulch

shall be used. Additionally, price per cubic yard for each type of mulch includes all labor, material, and equipment in order to complete the full service per site. Omission of any essential detail from these specifications does not relieve the successful proposer from the furnishing of a complete mulch application. Engineered wood chip mulch shall meet or exceed ASTM F-1292, ASTM F-1951, and ASTM F-2075. The successful proposer shall provide a quart size bag sample prior to installation and shall also provide an IPEMA certificate of compliance.

The successful proposer shall insure that mulch **does not** contain CCA (Chromium, Copper, Arsenic), demolition or recycled construction wood. The successful proposer shall remove all weeds and unwanted plant growth from mulch beds prior to mulching. The successful proposer shall rake mulch to enhance aesthetics and break up any underlying hydrophobic layers to allow for better water percolation.

The successful proposer shall install new mulch in all plant beds, hedges, and tree rings. Mulch shall be installed to raise the mulch bed to a minimum depth of two (2) inches. After two (2) inches, successful proposer shall not pile mulch up against tree trunks. Keep mulch a minimum of 3 to 6 inches away from trunks and stems of young trees and shrubs and 8 to 12 inches away from the trunks of older trees and shrubs. The successful proposer shall provide a copy of receipts showing brand and quantities of mulch purchased to the Director of Public Works at time of service.

IRRIGATION

The successful proposer shall be responsible for inspecting the irrigation systems once a month. The inspection shall consist of inspecting the systems for proper operation of the pumps, controllers, valves, timers, electric and water supply. The successful proposer shall go through the entire system zone by zone, clean, adjust and repair all broken sprinkler heads and nozzles and inspect for any leaking pipes. The successful proposer shall trim and clean around all sprinkler heads and adjust heads, as needed to provide free flow of water. The successful proposer shall notify the Town of visible irrigation system problems.

The successful proposer shall provide the Town an hourly rate to perform all other irrigation systems repairs such as broken pipes, mainlines, suction lines, pumps, controllers, valves and timers. The successful proposer will provide to the Town copies of all invoices for parts at costs needed for the repairs of the irrigation system and shall be reimbursed by the Town on a monthly basis. The Town shall be notified immediately (by 3:30 pm of the present working day), of any inoperable systems, (i.e. pumps failing to come on). All damaged irrigation system components shall be reported by the successful proposer to the Director of Public Works. Components damaged by the Contractor’s equipment or personnel will be replaced by the successful proposer at the successful proposer’s expense.

PROPOSAL FORM

Proposal of _____ (Proposer), to furnish all materials, equipment and labor and to perform all work in accordance with the requirements of the Proposal Documents and Scope of Work/Technical Specifications for:

**Landscape and Maintenance Service
for the Town of Juno Beach**

TO: Steven J. Hallock, Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

**PROPOSAL OPENING DATE: October 30, 2023 at 11:00 AM AT THE JUNO
BEACH TOWN CENTER, 340 OCEAN DRIVE, JUNO BEACH, FL 33408**

MONTHLY proposal prices shall be summarized below, based on a two (2) year service agreement. The Parties may extend the service period for two (2) additional two (2) year terms, with mutual consent. It is the responsibility of the Proposer to provide documentation that demonstrates its ability to deliver landscape and maintenance services as defined in the Scope of Work/Technical Specifications.

BASE BIDS

Town Center.....\$ _____

Town Hall Park.....\$ _____

Mercury Road.....\$ _____

Donald Ross Road.....\$ _____

US Highway 1 Medians.....\$ _____

Universe Boulevard Medians.....\$ _____

Southern Triangle.....\$ _____

TOTAL MONTHLY COST \$ _____

ALTERNATES

Pelican Lake.....\$ _____

Kagan Park.....\$ _____

Ocean Drive sidewalk.....\$ _____

US Highway 1 West Side.....\$ _____

US Highway 1 East Side.....\$ _____

TOTAL MONTHLY COST \$ _____

TREE/PALM TRIMMING AND PRUNING ALTERNATE

Work to be completed in December 2023, December 2025 and December 2027

TOTAL COST PER YEAR \$ _____

ADDITIONAL LANDSCAPING TASKS “OPTIONS”

In recognition that the Town may seek to add new areas or subtract existing areas from the services performed pursuant to this proposal, the Town is also seeking unit prices for such services. In adding or subtracting landscape maintenance areas, the Proposer agrees to the following unit prices:

- 1. Mowing and edging St. Augustine \$ _____ Sq. Ft.
- 2. Mowing and edging Bahia grass \$ _____ Sq. Ft.
- 3. Weed Control (grass) \$ _____ Sq. Ft.
- 4. Mulching \$ _____ Sq. Ft.
- 5. Fertilization
 - a. St. Augustine/Bahia Grass \$ _____ /1,000 Sq. Ft.
 - b. Ground Cover, Shrubs, Ornamentals \$ _____ /1,000 Sq. Ft.
- 6. Pesticide Turfgrass Areas \$ _____ Sq. Ft.
- 7. Irrigation (Work generated on an “as needed basis” Parts and materials supplied by the Town) \$ _____ /Hour

8. Labor Costs (Work not governed by contract specifications)

- a. Supervisor \$ _____/Hour
- b. Laborer \$ _____/Hour
- c. Crew (Supervisor/3 Laborers) \$ _____/Hour

Name _____ **Title** _____

Signature _____ **Date** _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

**STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to the Town of Juno Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Juno Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees

and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public

My Commission Expires:

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20__ , by and between the Town of Juno Beach, a Florida municipal corporation, hereinafter referred to as the TOWN, and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

- A. The CONTRACTOR shall provide all material, labor in accordance with the Scope of Work and Specifications (“Work”) as outlined in the Request for Proposal issued by the TOWN and the Appendix attached hereto as Exhibit “A.”
- B. The TOWN’S representative/liaison during the performance of this Contract shall be Steven J. Hallock, Director of Public Works, telephone number (561) 656-0310.

ARTICLE 2. TERM/COMMENCEMENT DATE

This Contract shall become effective upon execution by the CONTRACTOR and the TOWN and shall remain in effect for a term of two (2) years, unless terminated earlier in accordance with Article 4. The Parties may extend the term for two (2) additional two (2) year terms, with the mutual consent of the parties.

ARTICLE 3. COMPENSATION TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR’S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN’S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the TOWN for the prior month’s services. Invoices will normally be paid within thirty (30) days following the TOWN representative’s approval.

ARTICLE 4. TERMINATION

This Contract may be canceled by the CONTRACTOR upon **ninety (90) days** prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

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

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, security and insurance.

ARTICLE 6. INSURANCE

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

- B. The CONTRACTOR shall maintain comprehensive general liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000), combined single limit, per occurrence and with property damage limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence.
- C. The CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event the CONTRACTOR does not carry Workers' Compensation Insurance and chooses not to obtain same, then the CONTRACTOR party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- D. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF JUNO BEACH as an "Additional Insured".

ARTICLE 7. INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes. The provisions of this article shall survive termination of the Contract.

ARTICLE 8. SUCCESSORS AND ASSIGNS

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

convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily, and intentionally waive any right they may have to trial by jury for any litigation arising out of this Contract.**

ARTICLE 10. GOVERNING LAW AND VENUE

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida. Venue for any disputes arising out of this Contract shall be exclusively in the state or federal courts in and for Palm Beach County, Florida.

ARTICLE 11. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR’S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR’S failure to perform was without it or its subcontractor’s fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN’S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR’S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR’S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 13. NONDISCRIMINATION

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

ARTICLE 14. ENFORCEMENT COSTS

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

ARTICLE 15. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN’S representative upon request.

ARTICLE 16. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 17. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 18. MODIFICATIONS OF WORK

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

If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the TOWN’S decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Juno Beach.

ARTICLE 19. NOTICE

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

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408
Attention: Steven J. Hallock, Director of Public Works

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 18 - Modifications of Work.

ARTICLE 21. WARRANTY/GUARANTY

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of those Services or as otherwise provided by the manufacturer. CONTRACTOR agrees to the terms and conditions of

SECTION 3 -SCOPE OF WORK/TECHNICAL SPECIFICATIONS for the areas defined in EXHIBIT “A” APPENDIX.

ARTICLE 22. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN’S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23. PREPARATION

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

ARTICLE 24. MATERIALITY

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

ARTICLE 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 26. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 27. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the TOWN Council of the TOWN of Juno Beach or its designated representative.

ARTICLE 28. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Contract has the power, authority, and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 29. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 30. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS, TOWN CLERK CAITLIN COPELAND AT (561) 656-0316 OR CCOPELAND@JUNO-BEACH.FL.US, 340 OCEAN DRIVE, JUNO BEACH, FL 33408

CONTRACTOR shall comply with the provisions of Section 119.0701, Florida Statutes, and specifically agrees to:

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

ARTICLE 31. E-VERIFY

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

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

TOWN OF JUNO BEACH

CONTRACTOR:

BY: _____
TOWN MANAGER

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

EXHIBIT “A” APPENDIX

CONTRACTOR MAINTAINED LANDSCAPE AREAS

The following listed locations are the vegetated areas within the Town of Juno Beach which will be serviced and maintained by the Landscape Maintenance Contractor.

Town Center – 340 Ocean Drive, Juno Beach, FL. All Town properties north of the south side of the Town Center building.

Town Hall Park – 841 Ocean Drive, Juno Beach, FL.

Mercury Road – Median and JB #5 and JB #6 beach accesses.

Donald Ross Road – Medians (Donald Ross Road west of US Highway 1 to Ellison Wilson Road intersection) and south side of Donald Ross Road in front of the Juno Dunes Natural Area and a small section on the north side in front of the Juno Dunes Natural Area.

US Highway 1 – All medians on US Highway-1 within the Town of Juno Beach limits.

Universe Boulevard – All medians on Universe Boulevard between US Highway 1 and Ellison Wilson Road.

Southern Triangle – South triangle in between US Highway 1 and Ocean Drive north to 12750 US-1, Juno Beach, FL property line.

ALTERNATES (IF INCLUDED)

The following listed locations are the vegetated areas within the Town of Juno Beach which will be serviced and maintained by the Landscape Maintenance Contractor if the Town of Juno Beach approves.

Pelican Lake – South of the Town Center from Pelican Lake water edge to the surrounding public streets (Celestial Way and Ocean Drive). Aquatic maintenance and private residences are excluded. No fertilizers shall be used. Any special existing or future upland planting areas will be maintained by the Town.

Kagan Park – 10 Celestial Way, Juno Beach, FL

Ocean Drive sidewalk – Grassed area on the east side of Ocean Drive between Donald Ross Road and northern Town Line, including trimming and edging of all vegetative materials encroaching the sidewalk and weed-eating around the bollards and signage. (Town of Juno Beach will continue to maintain the sea grape pedestrian canopy.)

US Highway 1 West Side – West side of US Highway 1 in front of all Juno Dunes Natural Areas.

US Highway 1 East Side – East side of US Highway 1 north of 481 Olympus Drive property line to 13440 US Highway 1 southern property line and in front Juno Dunes Natural Area.

Tree/Palm Trimming and Pruning

Work to be completed in December 2023, December 2025 and December 2027

U.S. ONE MEDIANS – Town Line (South of Universe Boulevard) to Juno Ocean Walk

- (125) Sabal Palms
- (24) Gumbo Limbo Trees
- (14) Silver Buttonwood Trees
- (9) Medjool Palms
- (9) Green Buttonwood Trees
- (9) Clusia Trees
- (7) Bismarkia Palms
- (6) Mahogany Trees

DONALD ROSS ROAD MEDIANS – West of U.S. One to Ellison Wilson Road

- (77) Sabal Palms
- (15) Medjool Date Palms
- (11) Royal Palms
- (11) Gumbo Limbo Trees
- (8) Oak Trees
- (5) Pitch Apple Trees

UNIVERSE BOULEVARD - West of U.S. One to Ellison Wilson Road

- (76) Sabal Palms

MERCURY ROAD

- (27) Coconut Palms
- (12) Silver Buttonwood Trees
- (9) Foxtail Palms
- (3) Pitch Apple
- (2) Sabal Palms

Remove Invasive Date Palm Seedlings
Remove Invasive Plant Materials (Brazilian Pepper, Schefflera, Strangler Figs, Etc.)

General Procedures

- All work shall comply with the ANSI A300 Part 1 pruning standards.
- Live branches less than 1.5 inches in diameter should not be removed.
- Dead branches greater than 1.5 inches in diameter measured at the base of the branch shall be removed from the crown of all trees.
- No live branches or stems greater than 4 inches in diameter should be removed from the tree without authorization from the owner or owner's agent. In other words, there should be no pruning cuts greater than 4 inches in diameter.
- No pruning cuts are to be made at the trunk without authorization.
- Remove no more than 15% of live foliage or buds from mature trees unless indicates in the following specific procedures.
- Live crown ration should be at least 60% when pruning is completed, meaning that no more than the lower 40% of the tree should be clear of branches.

Tools and Equipment

- Climbing spurs and spikes shall not be used when climbing trees, except to ascend a tree to be removed or to perform an aerial rescue of an injured worker.
- Equipment and work practices that damage bark or cambium should be avoided.
- Rope injury to the tree from loading out heavy limbs should be avoided.

General

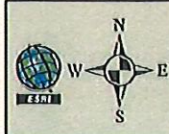
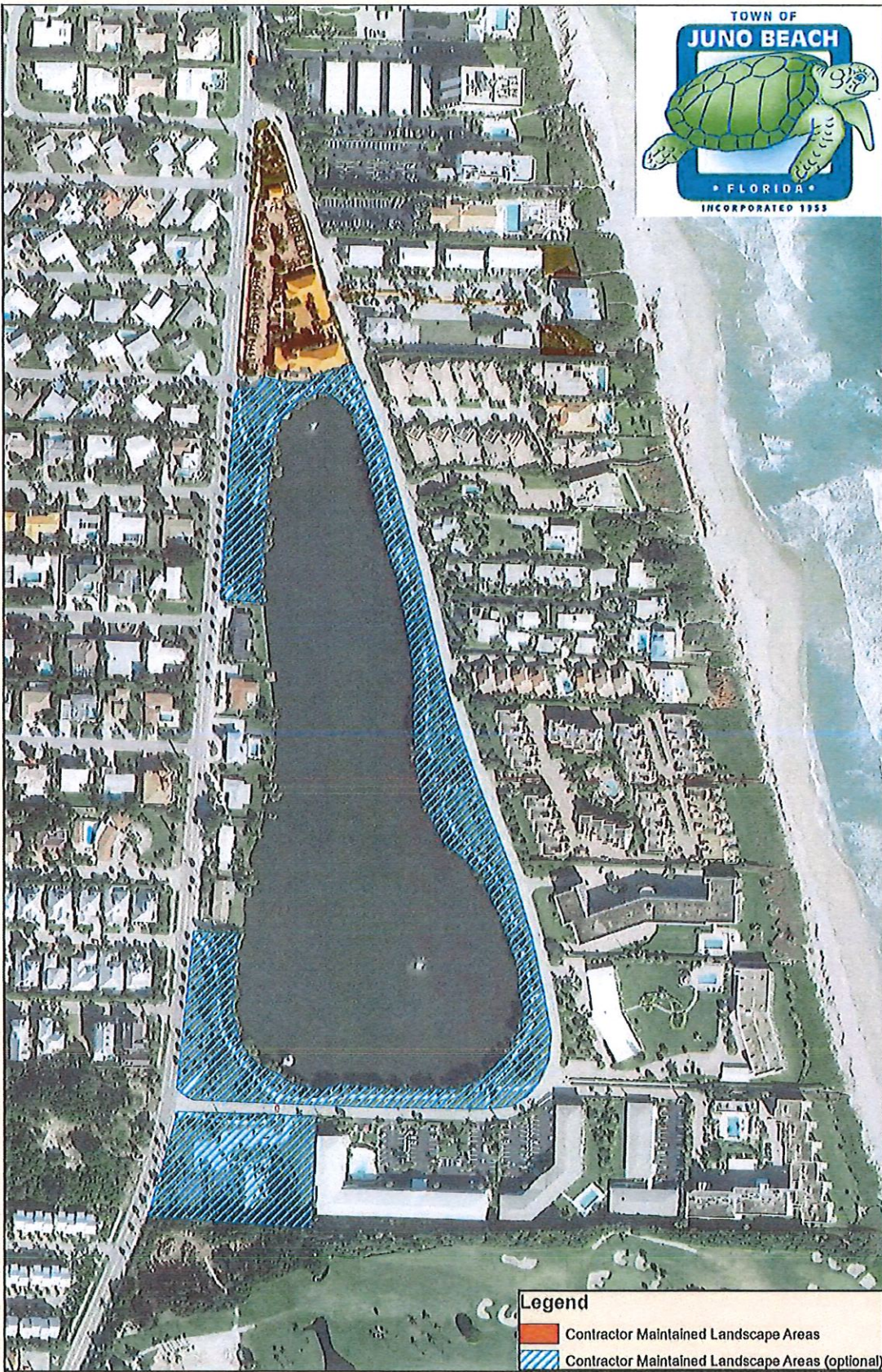
- Bidders are urged to visit and inspect all sites prior to submitting their bids to review and evaluate the 459 trees and palms.

Safety

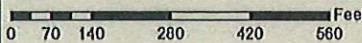
- All work shall be performed by workers trained in accordance with ANSIL Z133 safety guidelines as required by OSHA.

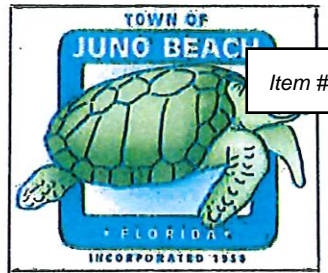
Additional Requirements

- All debris and equipment shall be removed from the site by the end of each workday. Grassed areas will be raked, and hardscape swept at the end of each job.
- The selected contractor shall be required to furnish a certificate of insurance liability, automotive, MOT Plan (as required) and worker's compensation before commencing work per the Town of Juno Beach and all other agencies having jurisdiction requirements.
- Trees and Palms in FDOT Right of Ways are to be trimmed and pruned to meet the current FDOT rules and Design Criteria.
- All large-growing palms should be pruned to remove dead fronds, and fronds with a petiole that droops below horizontal. Dead fronds are those with less than 75% green tissue. Only those live fronds with petioles drooping below horizontal (9:00-3:00) should be removed. All seed pods should be removed, including those originating among remaining fronds.



Town Center, Pelican Lake,
Mercury Circle, and Kagan Park
Contractor Maintained Landscaped Areas



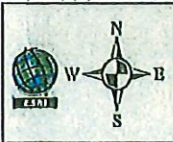
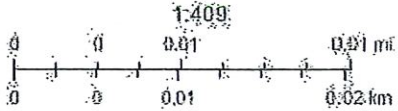


Item #10.

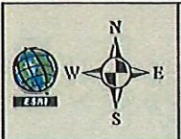


Legend

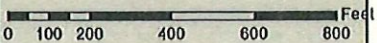
- Contractor Maintained Landscape Areas
- Contractor Maintained Landscape Areas (optional)



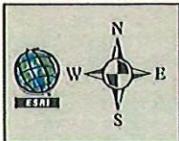
Town Hall Park
Contractor Maintained Landscaped Areas



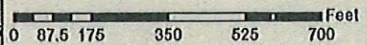
**Donald Ross Road
Contractor Maintained Landscaped Areas**





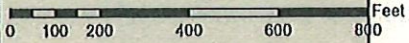


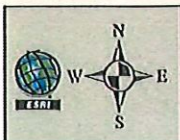
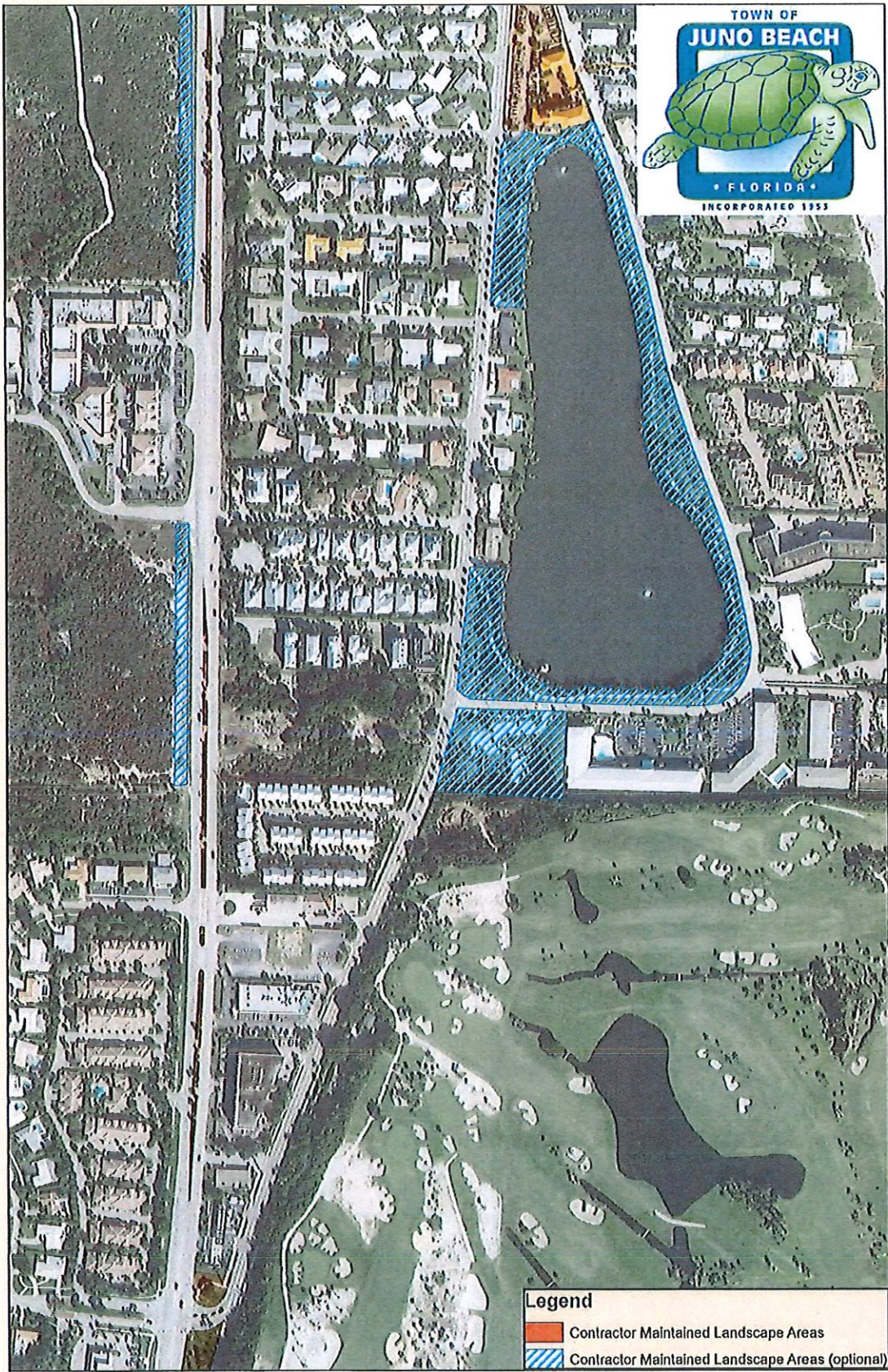
**US Highway 1 and Universe Blvd
Contractor Maintained Landscaped Areas**



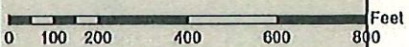


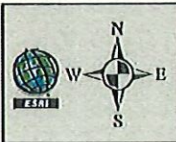
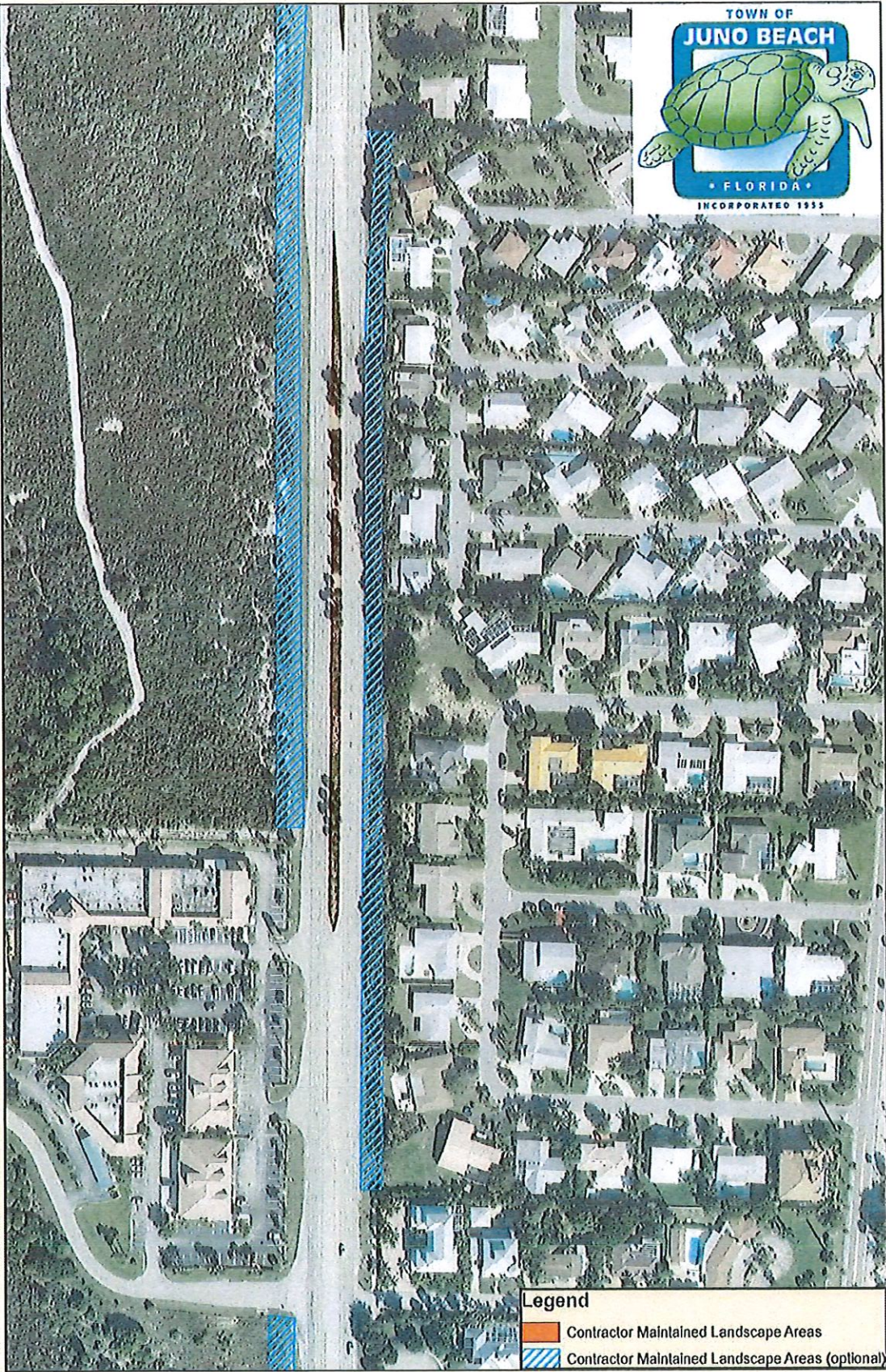
US Highway 1 (1 of 2)
Contractor Maintained Landscaped Areas



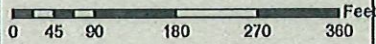


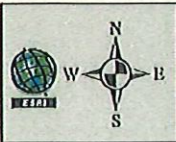
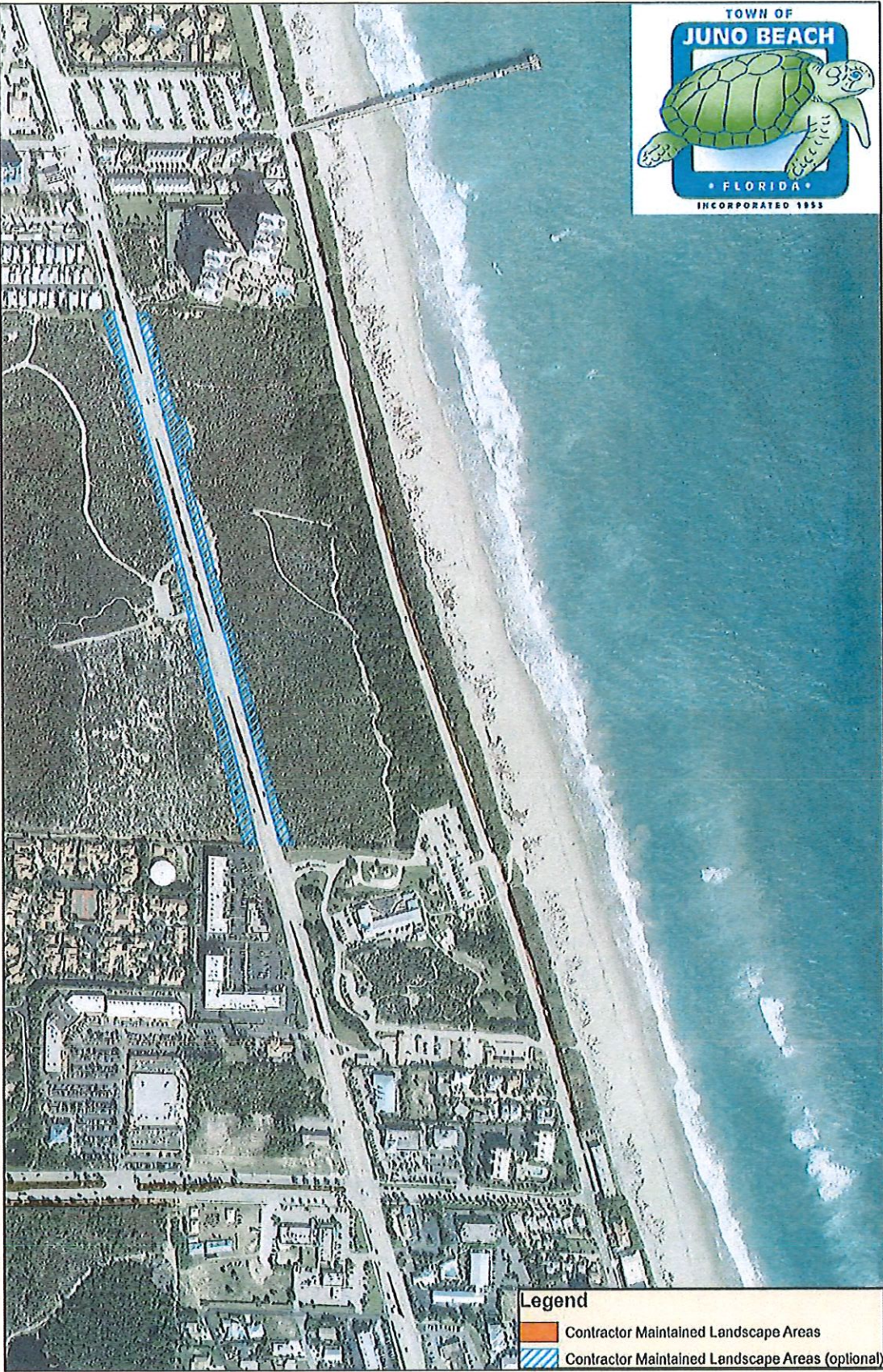
US Highway 1 (2 of 2)
Contractor Maintained Landscaped Areas



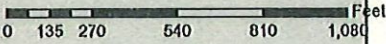


US Highway 1 - East
Contractor Maintained Landscaped Areas





**US Highway 1 and Ocean Drive (North)
Contractor Maintained Landscaped Areas**





ADDENDUM

Date: October 23, 2023
To: Landscape & Maintenance Services RFP Submitters
From: Steven Hallock, Director of Public Works
Re: Addendum #1

ITEM #1

Under **BASE BID** (page 22) “**Donald Ross Road**” also includes the median landscaping east of Town of Juno Beach entrance sign to Ellison Wilson Road. This includes 13 beds approximately 12 feet by 12 feet with coco plum hedge, 13 ligustrum trees, herbicide of pavers for weeds, and irrigation maintenance.

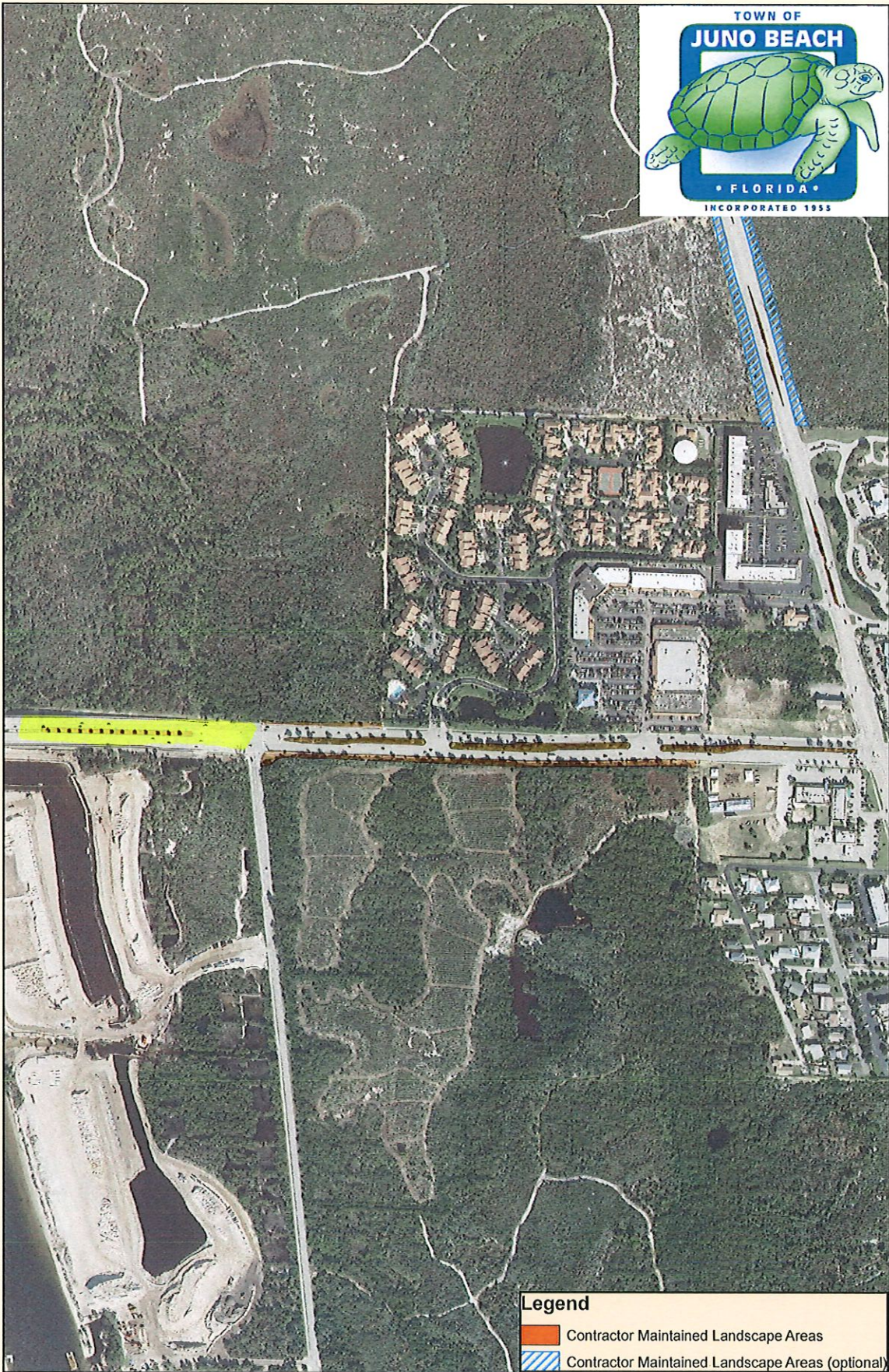
ITEM #2

Sec. 12-127. - Permissible time for construction activity.

(a) It shall be unlawful for any person to do, perform or engage in any construction work, building, excavating, hoisting, grading, pile driving, pneumatic hammering, demolition, dredging, building alteration or repair work of any nature to any building or structure or upon any site for same, **except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, and except between the hours of 9:00 a.m. and 5:30 p.m. on Saturday.** No construction activity shall be permitted on Sundays or legal holidays.

For information concerning this Addendum, please contact:

Steven J. Hallock, Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
shallock@juno-beach.fl.us
Office: 561-656-0310
Cell: 727-410-2121
Fax: 561-656-0378

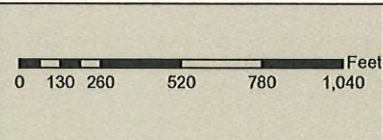


Legend

- Contractor Maintained Landscape Areas
- Contractor Maintained Landscape Areas (optional)



**Donald Ross Road
Contractor Maintained Landscaped Areas**



**MINUTES
TOWN OF JUNO BEACH, FLORIDA
NON-MANDATORY PRE-PROPOSAL MEETING – REQUEST FOR PROPOSALS:
LANDSCAPE & MAINTENANCE SERVICES**

**October 23, 2023
Council Chambers
340 Ocean Drive
11:00 AM**

PRESENT: STEVEN J. HALLOCK, DIRECTOR OF PUBLIC WORKS
 RICHARD DEAN, MAINTENANCE WORKER II
 DAVID JOHNSON, GROUNDS TECHNICIAN
 CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK

ALSO PRESENT: ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
 MICHAEL A. VENTURA, FINANCE DIRECTOR

Attendees: 5

CALL TO ORDER:

Director of Public Works Hallock called the meeting to order at 11:00 AM. He gave a brief overview of the information regarding the Landscape & Maintenance Services requirements and announced that staff can assist with any questions. He went over the Town’s requirements and the evaluation committee’s expectations of the vendor.

Director of Public Works Hallock, Maintenance Worker Dean, and Grounds Technician Johnson answered questions from both vendors and participants in the audience.

ADJOURNMENT

The meeting was adjourned at 11:30 am.

ATTEST:


Caitlin E. Copeland-Rodriguez, Town Clerk



EVALUATION COMMITTEE MEETING FOR LANDSCAPE & MAINTENANCE SERVICES MINUTES

November 01, 2023 at 11:00 AM

Council Chambers – 340 Ocean Drive and Zoom

PRESENT: ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
 MICHAEL A. VENTURA, FINANCE DIRECTOR
 STEVEN HALLOCK, DIRECTOR OF PUBLIC WORKS
 CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK

Audience: 8 (2 via Zoom)

CALL TO ORDER – 11:00AM

Finance Director Ventura called the meeting to order at 11:00am. He announced that the public is allowed to attend the meeting, but participation is limited to the Evaluation Committee members only. He also stated that the purpose of the Committee meeting is to review, rank and vet out the companies which submitted proposals to the Town's RFP, Request for Proposal for Landscape & Maintenance Services for the Town of Juno Beach.

REVIEW OF PROPOSALS

Finance Director Ventura stated that they received a total of four (4) responses to the RFP and he explained the process for ranking the firms and giving a recommendation to Council.

The Committee reviewed and discussed the following proposals:

ARAZOZA BROTHERS MAINTENANCE

Director of Public Works Hallock stated that he gave this company a total of 80 out of 100.

Project Coordinator/Risk Manager Dobbins stated that she gave this company a total of 65 out of 100.

Finance Director Ventura stated that he gave this company a total of 93 out of 100.

BRIGHTVIEW

Project Coordinator/Risk Manager Dobbins stated that she gave this company a total of 65 out of 100.

Finance Director Ventura stated that he gave this company a total of 55 out of 100.

Director of Public Works Hallock stated that he gave this company a total of 65 out of 100.

MAINGUY LANDSCAPE SERVICES

Finance Director Ventura stated that he gave this company a total of 70 out of 100.

Director of Public Works Hallock stated that he gave this company a total of 82 out of 100.

Project Coordinator/Risk Manager Dobbins stated that she gave this company a total of 75 out of 100.

TERRACON SERVICES, INC.

Director of Public Works Hallock stated that he gave this company a total of 85 out of 100.

Project Coordinator/Risk Manager Dobbins stated that she gave this company a total of 95 out of 100.

Finance Director Ventura stated that he gave this company a total of 76 out of 100.

(See attached evaluation sheets.)

COMMITTEE DISCUSSION AND FINAL RANKING FOR RECOMMENDATION TO TOWN COUNCIL

The Committee discussed and performed a final ranking on their evaluation sheets *(see attached)*.

MOTION: Hallock/Dobbins made a motion to recommend Terracon Services, Inc to the Town Council.

ACTION: The motion passed 2-1 with Committee Member Ventura opposed.

ADJOURNMENT

The meeting was adjourned at 11:40 am.

ATTEST:



Caitlin E. Copeland-Rodriguez, MMC, Town Clerk

**Town of Juno Beach
Landscape Maintenance RFP Evaluation Committee Meeting
November 1, 2023 at 11AM**

SIGN-IN SHEET

NAME	REPRESENTING	PHONE # & EMAIL
Marianne Hosta	myself	mar.hosta@gmail.com
Diana Davis	self	DianaDavisJunoBeach@gmail.com
Ted Dunn	Self	reddunn818@outlook.com
Rick Dean	PW	rad325@bellsouth.net
FRANK DAVILA	P+Z	FDVILA@Sunco.
David Dyess	Town Manager	ddyess@juno-beach.fl.us
DD Halpern (zoom)	myself	dhalpern@juno-beach.fl.us
Mainguy Pep (zoom)	Mainguy	—



**Town of Juno Beach
EVALUATION COMMITTEE TABULATION
November 1, 2023**

Request for Proposal: Landscape & Maintenance Services

Firm <i>(in alphabetical order)</i>	Scoring Criteria Tabulation				Total
	#1	#2	#3	#4	
Arazoza Brothers Maintenance	0	0	25	40	65
BrightView	15	5	25	20	65
MainGuy Landscape Services	10	5 ^{as 10} 10	25	30	70 75
Terracon Services, Inc.	15	10	25	45	95

238
185
227
250

} #3
#2
#1

	Max. Points	Category
#1	15	Vendor Profile-Qualifications, Background and Experience of Firm <ul style="list-style-type: none"> Qualifications and experience with similar projects; and Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
#2	10	References <ul style="list-style-type: none"> Provide a minimum of three (3) customers with a brief description of similar work performed (Government Preferred); and Provide the designated contact person's name, phone number, email address, location and dates of service (at least 2 years).
#3	25	Personnel and Equipment <ul style="list-style-type: none"> Provide sample list of company equipment; and Availability of qualified personnel.
#4	50	Price <ul style="list-style-type: none"> Completed itemized proposal form to include all products and services.

Completed By: Andrea Dobbins
Signature

Date: NOV 1, 2023

Andrea Dobbins
Print Name

① Arazoza

Bay Harbor - spoke to Jason + he said he did NOT have a \$1m project or contract w/ Arazoza. They have a maint. agreement w/ Brightview.

Avenue - New install \$14m but not maint. contract.

PBG Parks + Streets -

\$ 5,145.15	monthly
4,374.00	Alternates monthly
42,344	tree trimming annually

* Lowest bid for monthly but highest for tree trimming

(2)

Brightview ~ 22,066.83 mtly
 \$6796.75 Alternate
 17,220 trees

Indian River City ~ 2017 contract started + have a
 \$ Amount \$600K 5 yr contract
 mowing/weeding/trimming; no irrigation; will quote
 additional plantings as needed

FAU -
 \$ Amount

PSL ~ 2nd yr contract; ok job a little above satisfactory
 \$ Amount \$690K; mow, edge, weeding, pruning
 trees up to 12'; no irrigation no
 trees bigger than 12'

1 yr w/ 2-2yr extensions
 New to PSL

most expensive for monthly svcs.; tree trimming
 price is ok

3

my 2 References not 3 as

Main Guy

\$10,195 mn

3,365 Alt. mn

25,065 trees

Town of Highland Beach - 1 yr wkg; very Responsive
\$ Amount Contract - \$40,000/yr; tree work; irrigation
Pat is very happy w/ the level of svc.

Wellington - ^{Responsive + Good svc.} Just started this contract but had a 3 yr
\$ Amount Contract \$500k / 3 yr
Irrig / Pest / Fertilizer in-house by Town/Village
mowing/weeding is done by Main Guy
Need 3rd Ref.; 3rd lowest bid.

(4)

Jerracon -

\$ 9800 mth
4300 Alt. mth
24,470 trees

extending 5 yrs
fixed pricing

Dequesta - 9+ yrs & have won both bids; phenomenal partner
\$ Amount \$235K annual; fair pricing & competitive
Very Responsive
they do everything mow/edge/fertilizer/weeds/trees

Jupiter - ~~msg.~~ Row areas irrigation crew is good
\$ Amount \$1.2m now had to work w/ them on some problems.
6 yrs doing Row & have entire town for 3 yrs.
very satisfied w/ svc

PBC parts -

not the lowest bid but the 2nd lowest & tree trimming is competitive. Clean & complete package submitted - have employees + equip to perform.




**Town of Juno Beach
EVALUATION COMMITTEE TABULATION
November 1, 2023**

Request for Proposal: Landscape & Maintenance Services

Firm <i>(in alphabetical order)</i>	Scoring Criteria Tabulation				Total
	#1	#2	#3	#4	
Arazoza Brothers Maintenance	10	10	23	50	93
BrightView	10	10	23	12	55
MainGuy Landscape Services	15	10	25	25	75
Terracon Services, Inc.	15	10	25	26	76

	Max. Points	Category
#1	15	<p><i>Vendor Profile-Qualifications, Background and Experience of Firm</i></p> <ul style="list-style-type: none"> • Qualifications and experience with similar projects; and • Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
#2	10	<p><i>References</i></p> <ul style="list-style-type: none"> • Provide a minimum of three (3) customers with a brief description of similar work performed (Government Preferred); and • Provide the designated contact person's name, phone number, email address, location and dates of service (at least 2 years).
#3	25	<p><i>Personnel and Equipment</i></p> <ul style="list-style-type: none"> • Provide sample list of company equipment; and • Availability of qualified personnel.
#4	50	<p><i>Price</i></p> <ul style="list-style-type: none"> • Completed itemized proposal form to include all products and services.

Completed By: 
 Signature
Michael Ventura
 Print Name

Date: 11/1/23



*Preliminary
Rankings*

**Town of Juno Beach
EVALUATION COMMITTEE TABULATION
November 1, 2023**

Request for Proposal: Landscape & Maintenance Services

Firm <i>(in alphabetical order)</i>	Scoring Criteria Tabulation				Total	
	#1	#2	#3	#4		
Arazoza Brothers Maintenance	15 10	10 ²	23	50	98 ²	238
BrightView	10	10	23	12	55	185
MainGuy Landscape Services	15	10	20	25	70	227
Terracon Services, Inc.	15	10	25	26	76	256

	Max. Points	Category
#1	15	Vendor Profile-Qualifications, Background and Experience of Firm <ul style="list-style-type: none"> Qualifications and experience with similar projects; and Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
#2	10	References <ul style="list-style-type: none"> Provide a minimum of three (3) customers with a brief description of similar work performed (Government Preferred); and Provide the designated contact person's name, phone number, email address, location and dates of service (at least 2 years).
#3	25	Personnel and Equipment <ul style="list-style-type: none"> Provide sample list of company equipment; and Availability of qualified personnel.
#4	50	Price <ul style="list-style-type: none"> Completed itemized proposal form to include all products and services.

Completed By: _____

Date: _____

Signature

Print Name



**Town of Juno Beach
EVALUATION COMMITTEE TABULATION
November 1, 2023**

Request for Proposal: Landscape & Maintenance Services

Scoring Criteria Tabulation					
Firm <i>(in alphabetical order)</i>	#1	#2	#3	#4	Total
Arazoza Brothers Maintenance	10	4	20	46	80
BrightView	14	7	24	30	65
MainGuy Landscape Services	14	6	22	40	82
Terracon Services, Inc.	15	9	21	40	85

	Max. Points	Category
#1	15	<i>Vendor Profile-Qualifications, Background and Experience of Firm</i> <ul style="list-style-type: none"> • Qualifications and experience with similar projects; and • Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
#2	10	<i>References</i> <ul style="list-style-type: none"> • Provide a minimum of three (3) customers with a brief description of similar work performed (Government Preferred); and • Provide the designated contact person's name, phone number, email address, location and dates of service (at least 2 years).
#3	25	<i>Personnel and Equipment</i> <ul style="list-style-type: none"> • Provide sample list of company equipment; and • Availability of qualified personnel.
#4	50	<i>Price</i> <ul style="list-style-type: none"> • Completed itemized proposal form to include all products and services.

Completed By: 
Signature

Date: 11/1/23

STEVEN J HALLOCK
Print Name

BASE BIDS	Arazoza	Mainguy	Terracon	BrightView
Town Center	\$ 6,562.80	\$ 13,518.00	\$ 23,520.00	\$ 50,010.00
Town Hall Park	\$ 1,749.00	\$ 5,375.76	\$ 2,352.00	\$ 34,320.00
Mercury Way Circle	\$ 2,667.60	\$ 9,560.04	\$ 2,352.00	\$ 12,220.00
Donald Ross Road	\$ 14,293.20	\$ 27,168.00	\$ 23,520.00	\$ 60,359.00
US Highway 1 Medians	\$ 21,021.00	\$ 43,400.76	\$ 58,800.00	\$ 63,643.00
Universe Boulevard Medians	\$ 7,742.04	\$ 13,159.44	\$ 4,704.00	\$ 31,251.00
Southern Triangle	\$ 7,706.16	\$ 10,158.00	\$ 2,352.00	\$ 12,999.00
TOTAL ANNUAL COST	\$ 61,741.80	\$ 122,340.00	\$ 117,600.00	\$ 264,802.00

ALTERNATES

Pelican Lake	\$ 25,551.96	\$ 25,703.88	\$ 23,220.00	\$ 42,800.00
Kagan Park	\$ 2,956.44	\$ 6,480.84	\$ 12,900.00	\$ 16,987.00
Ocean Drive Sidewalk	\$ 16,758.00	\$ 4,706.04	\$ 7,740.00	\$ 5,015.00
US Highway 1 West Side	\$ 6,468.00	\$ 2,235.96	\$ 3,870.00	\$ 8,889.00
US Highway 1 East Side	\$ 756.00	\$ 1,253.28	\$ 3,870.00	\$ 7,870.00
TOTAL ANNUAL COST	\$ 52,490.40	\$ 40,380.00	\$ 51,600.00	\$ 81,561.00

TREE/PALM TRIMMING

TOTAL	\$ 42,344.00	\$ 25,065.00	\$ 24,470.00	\$ 17,220.00
TOTAL WITHOUT TREES	\$ 156,576.20	\$ 187,785.00	\$ 193,670.00	\$ 363,583.00

ADDITIONAL LANDSCAPING TASKS

Mowing and edging St. Augustine (sq ft)	\$ 0.13	\$ 0.05	\$ 0.06	\$ 0.0050
Mowing and edging Bahia grass (sq ft)	\$ 0.13	\$ 0.05	\$ 0.08	\$ 0.0030
Weed Control (grass) (sq ft)	\$ 0.03	\$ 0.06	\$ 0.04	\$ 0.0035
Mulching (sq ft)	\$ 0.38	\$ 0.40	\$ 5.00	\$ 0.4300
Fertilization				

St. Augustine/Bahia Grass (per 1000 sq ft)	\$	9.60	\$	0.05	\$	20.00	\$	10.00
Ground Cover, Shrubs, Ornaments (per 1000 sq ft)	\$	10.35	\$	0.35	\$	15.00	\$	12.00
Pesticide Turfgrass Areas (sq ft)	\$	0.03	\$	0.10	\$	0.04	\$	0.0035
Irrigation (per hour)	\$	65.00	\$	65.00	\$	50.00	\$	80.00
Labor Costs								
Supervisor (per hour)	\$	55.00	\$	50.00	\$	50.00	\$	60.00
Laborer (per hour)	\$	41.00	\$	35.00	\$	40.00	\$	40.00
Crew (Supervisor/3 Laborers) (per hour)	\$	165.00	\$	40.00	\$	170.00	\$	170.00

REFERENCES

Arazoza

- * Avenir spoke very highly of them for landscape installation and may switch over to them for maintenance
- * Palm Beach Garden selected them about a month ago and are satisfied with performance
- * Bay Harbor Islands does not use them for landscape maintenance?

Brightview

- * Indian River County - \$580K per year/36 cuts per year/ \$32.03 per acre - satisfied
- * FAU - Left message
- * Port St. Lucie - Hired for 1 year, evaluated, entered 2 year extension - Satisfied - Very responsive

Terracon

- * Tequesta - Great partner, responsive, really good, been there 9 years, going to renew for another 5 years
- * Jupiter - Left message/Called 2x
- * PBC Parks - Left message/Called 2x

Mainguy

- * Highland - Left message/Out sick
- * Wellington - Left message/Called 2x
- * St. Lucie - Out of office until September 7?



Town of Juno Beach
EVALUATION COMMITTEE SUMMARY TABULATION
 November 1, 2023

Request for Proposal: Landscape & Maintenance Services

Arazoza Brothers Maintenance

Evaluation Committee Member	Scoring Criteria Tabulation				
	#1	#2	#3	#4	Total
Steven J. Hallock <i>Director of Public Works</i>	10 /15	4 /10	20 /25	46 /50	80 /100
Andrea Dobbins <i>Project Coordinator/Risk Manager</i>	0 /15	0 /10	25 /25	40 /50	65 /100
Michael Ventura <i>Finance Director</i>	10 /15	10 /10	23 /25	50 /50	93 /100
TOTAL					238 /300

BrightView

Evaluation Committee Member	Scoring Criteria Tabulation				
	#1	#2	#3	#4	Total
Steven J. Hallock <i>Director of Public Works</i>	14 /15	7 /10	24 /25	20 /50	65 /100
Andrea Dobbins <i>Project Coordinator/Risk Manager</i>	15 /15	5 /10	25 /25	20 /50	65 /100
Michael Ventura <i>Finance Director</i>	10 /15	10 /10	23 /25	12 /50	55 /100
TOTAL					185 /300

MainGuy Landscape Services

Evaluation Committee Member	Scoring Criteria Tabulation				
	#1	#2	#3	#4	Total
Steven J. Hallock <i>Director of Public Works</i>	14 /15	6 /10	22 /25	40 /50	82 /100
Andrea Dobbins <i>Project Coordinator/Risk Manager</i>	10 /15	10 /10	25 /25	30 /50	75 /100
Michael Ventura <i>Finance Director</i>	15 /15	10 /10	20 /25	25 /50	70 /100
TOTAL					227 /300

Terracon Services, Inc.

Item #10.

Evaluation Committee Member	Scoring Criteria Tabulation				
	#1	#2	#3	#4	Total
Steven J. Hallock <i>Director of Public Works</i>	15 /15	9 /10	21 /25	40 /50	85 /100
Andrea Dobbins <i>Project Coordinator/Risk Manager</i>	15 /15	10 /10	25 /25	45 /50	95 /100
Michael Ventura <i>Finance Director</i>	15 /15	10 /10	25 /25	26 /50	76 /100
TOTAL					256 /300

Completed By *Town Clerk Copeland-Rodriguez*:  Date: 11/1/23

	Max. Points	Category
#1	15	<p><i>Vendor Profile-Qualifications, Background and Experience of Firm</i></p> <ul style="list-style-type: none"> • Qualifications and experience with similar projects; and • Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
#2	10	<p><i>References</i></p> <ul style="list-style-type: none"> • Provide a minimum of three (3) customers with a brief description of similar work performed (Government Preferred); and • Provide the designated contact person's name, phone number, email address, location and dates of service (at least 2 years).
#3	25	<p><i>Personnel and Equipment</i></p> <ul style="list-style-type: none"> • Provide sample list of company equipment; and • Availability of qualified personnel.
#4	50	<p><i>Price</i></p> <ul style="list-style-type: none"> • Completed itemized proposal form to include all products and services.



10/26/2023

Company History for Terracon Services, Inc.

A: Terracon Services, Inc. was founded and incorporated in the State of Florida in January of 1997. The Principals of Terracon Services are Joseph Baglia and Terry Fisher, both residents of the area and business partners since 1987. Both principals were previous partners in another landscaping company. We are a full service landscaping company providing installation, maintenance, irrigation, spray and fertilization and tree pruning services. Terracon Services, Inc. maintains state licenses for ornamental and turf pest control, irrigation installation and maintenance, and is licensed with Palm Beach County for landscape maintenance and installation. Our company is in compliance with E-Verify company ID # is 1745593.

B: Number of years Terracon Services, Inc. has been in business is 26 years.

C: Project completion on time and within budget is a source of pride for our company. We have maintained maintenance contracts with Village of Tequesta, The Town of Jupiter, Palm Beach County Parks and Loxahatchee River District. We also have been servicing maintenance for HOA's such as Jupiter Hills Club and the Loxahatchee Club. We have also worked with commercial contractors such as Lavelle Construction and Affinity Construction. The ability to meet any project requirements is made easier by our full time staff of 49 individuals as well as a complement of specialty subcontractors.

D: Tax ID number # 65-0725168.

E: Terracon Services, Inc. business license LBTR number 200121789 please see attached.

F: The supervisor and point of contact assigned to this work will be Bulmaro Perez, who has been overseeing this work for the last several years. His phone number is 561-284-2222 and his email is bulmaro@terraconservices.com. The crew foreman Eric Trejo will be working directly with Bulmaro Perez to maintain the level of maintenance as set forth in the Scope of Work.

G: Significant Accomplishments of Terracon Services has successfully completed and continue to service contracts with Village of Tequesta since 2004, Town of Jupiter since 2003, Palm Beach County Parks since 2019, Jupiter Hills since 2003, and Loxahatchee River District since



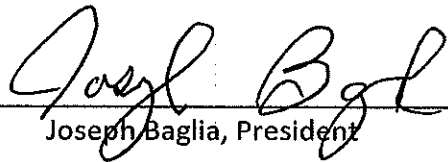
2014. Terracon Services is also a full service landscaping company. We have an on staff irrigation contractor, a Maintenance of Traffic certification, and a Florida certified landscape contractor. Our number one commitment is to professionalism, as is evidenced by our continuous education and safety programs and training. Most of our key employees have been employed since the company was founded.

Terracon Services, Inc. is recognized as one of the most progressive, profitable, green industry businesses in South Florida and as such, is committed to excellence in every phase of its operation. The company will continue to improve its position through the application of principled and financially sound business practices.

H: Received Addendum #1 Landscape & Maintenance Services
Item #1 Donald Ross Road
Item #2 Permissible time for construction activity

I: This proposal is valid for 60 days from the October 30, 2023

J: Authorized signature


Joseph Baglia, President



October 26, 2023

2. Terracon Services, Inc. has 26 years of experience in providing landscape and maintenance services to Palm Beach and Martin County municipalities, private owners, etc.

3. Copies of following licensing included:

- Palm Beach County Business License (LBTR # 200121789)
- State of Florida Certified Pest Control Operator
- Best Management Practices Florida Green Industries Training
- FDOT Approved Temporary Traffic Control Advanced Course

4. Copy of Certificate of Liability Insurance included

5. A: Three most recent references:

Village of Tequesta, Doug Chambers 561-945-1389 ✓

Town of Jupiter, Catherine Morosco 561-746-5134 MSG

Palm Beach County Parks, Stanley Kouvaras 561-707-5620 MSG

B: List of Experience, Equipment, and Personnel Requirements

The supervisor and point of contact assigned to this work will be Bulmaro Perez, who has been overseeing this work for the last several years. His phone number is 561-284-2222 and his email is bulmaro@terraconservices.com. The crew foreman Eric Trejo will be working directly with Bulmaro Perez to maintain the level of maintenance as set forth in the Scope of Work. The crew assigned to this work will be a three man crew. This crew has been performing the work for the last several years and are very familiar with the route. Bulmaro and Eric are both MOT certified and have Fertilizer Licenses.

All of our equipment undergoes once yearly over-hauls and is subjected to regular maintenance to perform the work. Our mowers are 36", 52" and 60" Gravelly mowers 15 in total and all of our small equipment is Echo two cycle weed eaters, trimmers and edgers. We also have heavy duty landscape equipment such as New Holland, Kubota track and Kawaski for big trees. We also have Dump Trucks and enclosed trailers including a water wagon trailer.

C: Valid state license LBTR number 200121789 please see attached.

D: Terracon Services has successfully completed and continue to service contracts with Village of Tequesta since 2004, Town of Jupiter since 2003, Palm Beach County Parks since 2019, Jupiter Hills since 2003, and Loxahatchee River District since 2014.



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

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

****LOCATED AT****
18241 131ST TR N
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LAWN & LANDSCAPE MAINTENANCE	TERRACON SERVICES INC		B23.677238 08/01/2023	\$189.00	B40104268

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



8
7-1453

TERRACON SERVICES INC
TERRACON SERVICES INC
18241 131ST TRL N
JUPITER FL 33478-3655



STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200121789
EXPIRES: 09/30/2024

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

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

Date	File No.	Expires
April 26, 2023	JF3177	June 1, 2024

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2024

JOSEPH C BAGLIA
1200 TOWN CENTER DR #502
JUPITER, FL 33458


WILTON SIMPSON, COMMISSIONER

Lawn and Ornamental



GV39537-1

Certificate #

GV39537

Trainee ID #

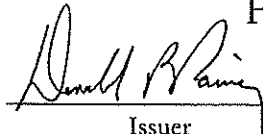
UF | IFAS
UNIVERSITY of FLORIDA

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Bulmaro Perez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.



Issuer

L. Albrecht

Instructor

2/23/2016

Date of Class



DEX Program Administrator

Not valid without seal

UF | IFAS Extension
UNIVERSITY of FLORIDA

GV925732-1

Certificate #

GV925732

Trainee ID #

Florida-Friendly
Landscaping[™] Program

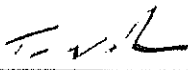


Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Eric Lee Trejo

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.



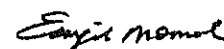
Tom Wichman
Assistant Director Florida-Friendly
Landscaping[™] Program

J. Roberts

Instructor

10/4/2023

Date of Class



Esen Momol, Ph.D.
Director Florida-Friendly Landscaping[™] Program

Certificate of Completion

BULMARO PEREZ

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced Course.**

05/07/2025

198

Kathleen Clair

73491

Date Expires

FDOT Provider #

Instructor

Certificate #



Safety Council of Palm Beach County
4152 W. Blue Heron Blvd. #110
Riviera Beach, FL 33404
www.safetycouncilpbc.org
marketing@safetycouncilpbc.org



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) Item #10.
3/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: Charity Spaulding PHONE (A/C, No, Ext): 954-724-7000 FAX (A/C, No): 954-724-7024 E-MAIL ADDRESS: charity@keyescoverage.com
INSURER(S) AFFORDING COVERAGE	
INSURED Terracon Services, Inc. 18241 131st Trail North Jupiter FL 33478	6180 INSURER A: FCCI Ins. Company NAIC # 10178 INSURER B: Zenith Insurance Co. 13269 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1151263367 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> PDED/accr\$1000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL100076438-01	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP:Basic <input checked="" type="checkbox"/> PIP:\$10,000	Y	Y	CA100076437-01	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Collision Ded. \$ As Scheduled
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z135747905	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Juno Beach is named as Additional Insured, as respects General Liability, as required by written contract.

CERTIFICATE HOLDER CANCELLATION 30 Days Notice / 10 Days for Non-Pay

Town of Juno Beach 340 Ocean Drive Juno Beach FL 33408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

REQUEST FOR PROPOSALS

The Town of Juno Beach will receive sealed proposals from qualified contractors to provide **Landscape and Maintenance Services**.

Interested firms shall submit one (1) original and four (4) copies in a sealed envelope bearing the name and address of the firm and the words "**Landscape and Maintenance Services**" to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **October 30, 2023 at 11:00 AM**. Any proposals received after the date and time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and acknowledged in the Town Council Chambers.

The Request for Proposal is open to inspection and may be obtained at the Town Center, 340 Ocean Drive, Juno Beach, Florida 33408, on the Town's website www.juno-beach.fl.us, Demandstar.com, VendorRegistry.com or by contacting Steven J. Hallock, at (561) 656-0310. Electronic copies are free of charge and may be obtained by sending an email request to shallock@juno-beach.fl.us.

A non-mandatory pre-proposal meeting will be held on October 23, 2023 at 11:00 AM at the Town Center, Council Chambers, 340 Ocean Drive, Juno Beach, FL, 33408.

The term of service shall be for a period of two (2) years. The Town and the selected contractor may extend the term for two (2) additional two (2) year terms, with mutual consent.

The Town of Juno Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Town of Juno Beach, in its sole discretion, to be most advantageous to the Town.

TOWN OF JUNO BEACH, FLORIDA
Steven J. Hallock
Director of Public Works

Publish: Palm Beach Post
October 13, 2023

PROPOSAL FORM

Proposal of Terracon Services Inc. (Proposer), to furnish all materials, equipment and labor and to perform all work in accordance with the requirements of the Proposal Documents and Scope of Work/Technical Specifications for:

Landscape and Maintenance Service for the Town of Juno Beach

TO: Steven J. Hallock, Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

PROPOSAL OPENING DATE: October 30, 2023 at 11:00 AM AT THE JUNO BEACH TOWN CENTER, 340 OCEAN DRIVE, JUNO BEACH, FL 33408

MONTHLY proposal prices shall be summarized below, based on a two (2) year service agreement. The Parties may extend the service period for two (2) additional two (2) year terms, with mutual consent. It is the responsibility of the Proposer to provide documentation that demonstrates its ability to deliver landscape and maintenance services as defined in the Scope of Work/Technical Specifications.

BASE BIDS

Town Center.....	\$	47,040. ⁰⁰ / ₁₀₀	2 years
Town Hall Park.....	\$	4,704. ⁰⁰ / ₁₀₀	2 years
Mercury Road.....	\$	4,704. ⁰⁰ / ₁₀₀	2 years
Donald Ross Road.....	\$	47,040. ⁰⁰ / ₁₀₀	2 years
US Highway 1 Medians.....	\$	117,600. ⁰⁰ / ₁₀₀	2 years
Universe Boulevard Medians.....	\$	9,408. ⁰⁰ / ₁₀₀	2 years
Southern Triangle.....	\$	4,704. ⁰⁰ / ₁₀₀	2 years

TOTAL MONTHLY COST \$ 9,800.⁰⁰

ALTERNATES

Pelican Lake.....	\$	<u>46,440.⁰⁰/₁₀₀</u>	2 years
Kagan Park.....	\$	<u>25,800.⁰⁰/₁₀₀</u>	2 years
Ocean Drive sidewalk.....	\$	<u>15,480.⁰⁰/₁₀₀</u>	2 years
US Highway 1 West Side.....	\$	<u>7,740.⁰⁰/₁₀₀</u>	2 years
US Highway 1 East Side.....	\$	<u>7,740.⁰⁰/₁₀₀</u>	2 years
TOTAL MONTHLY COST \$		<u>4,300.⁰⁰/₁₀₀</u>	

TREE/PALM TRIMMING AND PRUNING ALTERNATE

Work to be completed in December 2023, December 2025 and December 2027

TOTAL COST PER YEAR \$ 24,470.⁰⁰

ADDITIONAL LANDSCAPING TASKS "OPTIONS"

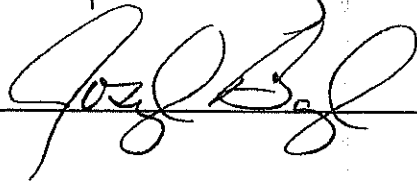
In recognition that the Town may seek to add new areas or subtract existing areas from the services performed pursuant to this proposal, the Town is also seeking unit prices for such services. In adding or subtracting landscape maintenance areas, the Proposer agrees to the following unit prices:

- 1. Mowing and edging St. Augustine \$.06 Sq. Ft.
- 2. Mowing and edging Bahia grass \$.08 Sq. Ft.
- 3. Weed Control (grass) \$.04 Sq. Ft.
- 4. Mulching \$ 5.⁰⁰ Sq. Ft.
- 5. Fertilization
 - a. St. Augustine/Bahia Grass \$ 20.⁰⁰ /1,000 Sq. Ft.
 - b. Ground Cover, Shrubs, Ornamentals \$ 15.⁰⁰ /1,000 Sq. Ft.
- 6. Pesticide Turfgrass Areas \$.04 Sq. Ft.
- 7. Irrigation (Work generated on an "as needed basis" Parts and materials supplied by the Town) \$ 50.⁰⁰ /Hour

8. Labor Costs (Work not governed by contract specifications)

a. Supervisor	\$	<u>50.00</u>	/Hour
b. Laborer	\$	<u>40.00</u>	/Hour
c. Crew (Supervisor/3 Laborers)	\$	<u>170.00</u>	/Hour

Name Joseph Baglia Title President

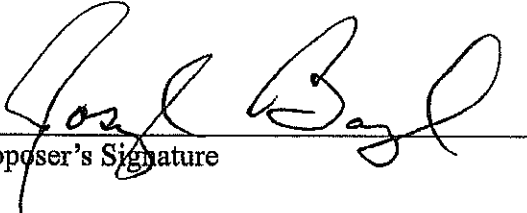
Signature  Date 10/27/2023

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



 Proposer's Signature

**STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to the Town of Juno Beach, Florida

by Joseph Baglia President
(print individual's name and title)

for TERRACON SERVICES INC
(print name of entity submitting sworn statement)

whose business address is 18241 131ST Trail N.
Jupiter Fla. 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0725168
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

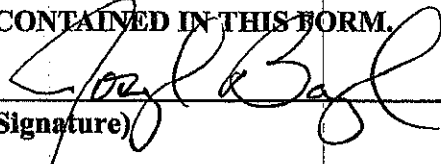
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

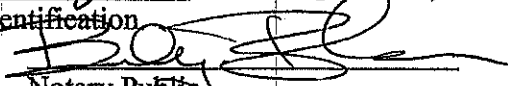
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

The foregoing document was sworn and subscribed before me this 26th day of OCTOBER, 2023 by Joseph BAGUIA, who is personally known to me or produced _____ as identification


Notary Public
My Commission Expires: 05/29/2024



**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Juno Beach, Florida

by Joseph Baglia President
(print individual's name and title)

for Terracoal Services Inc.
(print name of entity submitting sworn statement)

whose business address is 18241 131st Trail North, Jupiter, FL 33478

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0725168

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

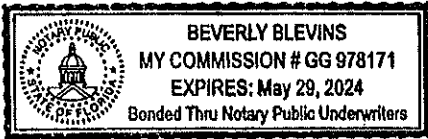
Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees

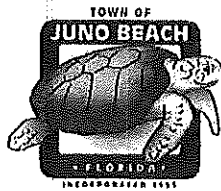
and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

Joseph Baglia
(Signature)

The foregoing document was sworn and subscribed before me this 26th day of OCTOBER, 2023 by Joseph Baglia, who is personally known to me or produced _____ as identification.



Beverly Blevins
Notary Public
My Commission Expires: 05/29/2024



ADDENDUM

Date: October 23, 2023
To: Landscape & Maintenance Services RFP Submitters
From: Steven Hallock, Director of Public Works
Re: Addendum #1

ITEM #1

Under **BASE BID** (page 22) "**Donald Ross Road**" also includes the median landscaping east of Town of Juno Beach entrance sign to Ellison Wilson Road. This includes 13 beds approximately 12 feet by 12 feet with coco plum hedge, 13 ligustrum trees, herbicide of pavers for weeds, and irrigation maintenance.

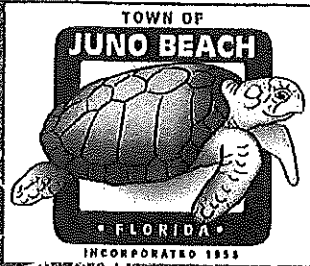
ITEM #2

Sec. 12-127. - Permissible time for construction activity.

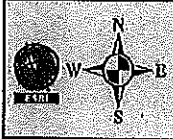
(a) It shall be unlawful for any person to do, perform or engage in any construction work, building, excavating, hoisting, grading, pile driving, pneumatic hammering, demolition, dredging, building alteration or repair work of any nature to any building or structure or upon any site for same, **except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, and except between the hours of 9:00 a.m. and 5:30 p.m. on Saturday.** No construction activity shall be permitted on Sundays or legal holidays.

For information concerning this Addendum, please contact:

Steven J. Hallock, Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
shallock@juno-beach.fl.us
Office: 561-656-0310
Cell: 727-410-2121
Fax: 561-656-0378



Legend
■ Contractor Maintained Landscape Areas
▨ Contractor Maintained Landscape Areas (optional)



**Donald Ross Road
Contractor Maintained Landscaped Areas**



**MINUTES
TOWN OF JUNO BEACH, FLORIDA
NON-MANDATORY PRE-PROPOSAL MEETING – REQUEST FOR PROPOSALS:
LANDSCAPE & MAINTENANCE SERVICES**

October 23, 2023
Council Chambers
340 Ocean Drive
11:00 AM

PRESENT: STEVEN J. HALLOCK, DIRECTOR OF PUBLIC WORKS
 RICHARD DEAN, MAINTENANCE WORKER II
 DAVID JOHNSON, GROUNDS TECHNICIAN
 CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK

ALSO PRESENT: ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
 MICHAEL A. VENTURA, FINANCE DIRECTOR

Attendees: 5

CALL TO ORDER:

Director of Public Works Hallock called the meeting to order at 11:00 AM. He gave a brief overview of the information regarding the Landscape & Maintenance Services requirements and announced that staff can assist with any questions. He went over the Town's requirements and the evaluation committee's expectations of the vendor.

Director of Public Works Hallock, Maintenance Worker Dean, and Grounds Technician Johnson answered questions from both vendors and participants in the audience.

ADJOURNMENT

The meeting was adjourned at 11:30 am.

ATTEST:


Caitlin E. Copeland-Rodriguez, Town Clerk

1	<u>BASE BIDS</u>	Arazoza	Brightview	Mainguy	Terracon
2					
3	Town Center.....	\$ 546.90	\$ 4,167.50	\$ 1,126.50	\$ 1,960.00
4	Town Hall Park.....	\$ 145.75	\$ 2,860.00	\$ 447.98	\$ 196.00
5	Mercury Road.....	\$ 222.30	\$ 1,018.33	\$ 796.67	\$ 196.00
6	Donald Ross Road.....	\$ 1,191.10	\$ 5,029.92	\$ 2,264.00	\$ 1,960.00
7	US Highway 1 Medians.....	\$ 1,751.75	\$ 5,303.58	\$ 3,616.73	\$ 4,900.00
8	Universe Boulevard Medians.....	\$ 645.17	\$ 2,604.25	\$ 1,096.62	\$ 392.00
9	Southern Triangle.....	\$ 642.18	\$ 1,083.25	\$ 846.50	\$ 196.00
10	TOTAL MONTHLY COST	\$ 5,145.15	\$ 22,066.83	\$ 10,195.00	\$ 9,800.00
11	Yearly	\$ 61,741.80	\$ 264,802.00	\$ 122,340.00	\$ 117,600.00
12	<u>Alternates</u>				
13	Pelican Lake.....	\$ 2,129.33	\$ 3,566.67	\$ 2,141.99	\$ 1,935.00
14	Kagan Park.....	\$ 246.37	\$ 1,415.58	\$ 540.07	\$ 1,075.00
15	Ocean Drive sidewalk.....	\$ 1,396.50	\$ 417.92	\$ 392.17	\$ 645.00
16	US Highway 1 West Side.....	\$ 539.00	\$ 740.75	\$ 186.33	\$ 322.50
17	US Highway 1 East Side.....	\$ 63.00	\$ 655.83	\$ 104.44	\$ 322.50
18	TOTAL MONTHLY COST	\$ 4,374.20	\$ 6,796.75	\$ 3,365.00	\$ 4,300.00
19	Yearly	\$ 52,490.40	\$ 81,561.00	\$ 40,380.00	\$ 51,600.00
20	TREE/PALM TRIMMING AND PRUNING ALTERNATE				
21	Work to be completed in December 2023, December 2025 and December 2027				
22	TOTAL COST PER YEAR	\$ 42,344.00	\$ 17,220.00	\$ 25,065.00	\$ 24,470.00
23					
0	Additional Lanscape Task	Arazoza	Brightview	Mainguy	Terracon
1	St Augustine per sq ft	\$ 0.13	\$ 0.0050	\$ 0.05	\$ 0.06
2	Bahia per sq ft	\$ 0.13	\$ 0.0030	\$ 0.05	\$ 0.08
3	Weed control per sq ft	\$ 0.03	\$ 0.0035	\$ 0.06	\$ 0.04
4	Mulching per sq ft	\$ 0.38	\$ 0.4300	\$ 0.40	\$ 5.00
5	Fertilization				
5a.	St augustine /Bahia 1000 sq ft	\$ 9.60	\$ 10.00	\$ 0.05	\$ 20.00
5b.	Ground Cover/ Shrubs per 1000 sq ft	\$ 10.35	\$ 12.00	\$ 0.35	\$ 15.00
6	Pesticide per sq ft	\$ 0.03	\$ 0.0035	\$ 0.10	\$ 0.04
7	Irrigation per hour	\$ 65.00	\$ 80.00	\$ 65.00	\$ 50.00
8	Labor Costs				
	Supervisor	\$ 55.00	\$ 50.00	\$ 50.00	\$ 50.00
	Laborer	\$ 41.00	\$ 40.00	\$ 35.00	\$ 40.00
	Crew 1 Supv/3 Laborer	\$ 165.00	\$ 170.00	\$ 40.00	\$ 170.00



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: Isabella Hickey
Item Title: Special Event Request – Wedding Ceremony at Juno Beach Access 6

DISCUSSION:

Staff received a request for a special event by Ms. Mary Tobey, applicant; to hold a wedding ceremony on the beach area Southeast of Mercury Road (Juno Beach Access 6). **This is the first time this applicant has made a request for such an event, and includes the use of public property.**

The special event requested is a wedding ceremony event that will take place on the beach area that is located adjacent to the Southeast end of Mercury Road (see attached aerial map). The application that has been provided by the applicant to Town Staff for approval indicates an anticipated attendance of approximately 50 guests. The date and time that is being requested is Friday, January 12th, 2024, from 3:30 pm – 5:30 pm (includes set-up, ceremony, breakdown, and clean-up). The ceremony will last approximately 30 minutes and will take place between 4:30 pm and 5:00 pm. The applicant is proposing to have a wedding arch and folding chairs on the beach for the duration of the wedding. Guests are proposing to park on Mercury Road and will use approximately 15 of the public parking spaces located along Mercury Road, with the Town Center public parking lot as an option for overflow. None of the public parking spaces are being reserved, and the applicant understands parking is on a first come first serve basis. Please note that no alcohol will be served during the event.

Also, as with previous events, the applicant will be responsible during the permitting process to coordinate and pay for any police details or services required by that department. The fee schedule for a “low-impact event” is a ***\$100 permit fee plus a \$500 deposit*** (which is refunded to the applicant after the event if there are no additional damages or encumbrances on the Town by the event).

RECOMMENDATION:

Staff recommends that the Town Council consider the request for the special event proposed in Juno Beach as stated above, subject to the applicant being responsible for the application process for special events and all conditions and requirements following said application, including any additional agency, and department reviews/approvals/fees.

RECEIVED
 OCT 31 2023
 BY: *Town of Juno Beach*



Town of Juno Beach
 340 Ocean Drive; Juno Beach, FL 33408
 Phone: (561) 626-1122; Fax: (561) 775-0812

Application for Off-Site Special Event

Note: The issuance of any Special Event permit from the Town of Juno Beach does not exempt the applicant from obtaining the appropriate Business Tax License (occupational license) and temporary liquor license from the State of Florida, Division of Alcoholic Beverages and Tobacco under Florida Statute, or, any other county or state required permits.

Fee Schedule:

<u>Event Type</u>	<u>Deadlines Application/Obligations</u>	<u>Application Fee</u>	<u>Permit Fee*</u>	<u>Security Deposit</u>	<u>Deadline Late Fee</u>
Low-Impact (Up to 999 attendees)**	60/14 days prior to event	\$100	\$100/day	\$500	\$200
Medium-Impact (1000-4999 attendees)	120/45 days prior to event	\$200	\$500/day	\$1,000	\$400
High-Impact (5000+ attendees)	120/45 days prior to event	\$300	\$1,000/day	\$5,000	\$600

*Permit Fee will be determined by the Town Council for off-site events lasting 4 or more consecutive days.

**Low-Impact events consisting of 25 attendees or less will be approved administratively.

Notes: Please initial each item below to confirm your understanding:

- MT* Application Fee is due at time of Application submittal and is not refundable.
- MT* Deadline Late Fee is an additional charge and is not refundable.
- MT* Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.
- MT* Permit Fees and Security Deposit are due 14/45 days prior to the event. These fees may be refunded if the event is canceled or postponed at least 7/14 days prior to the event date.
- MT* After the event, Security Deposit, or a portion of, may be returned after an inspection is completed by Town Staff. The Town shall determine what portion of the Security Deposit may be returned.
- MT* Failure to comply with restrictions imposed automatically forfeits the Security Deposit.
- MT* Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.
- MT* Failure to provide the required obligations, fees and deposits 14 or 45 days prior to the event date, as indicated above, will subject the applicant to the Late Fee and/or cancelation of event.
- MT* Additional charges may apply for Police and/or Public Works services, Town Staff will determine what services are required. Please read Sections III and IV. Deadline for these fees are 14 or 45 days prior to the event date, as indicated above, subject to Late Fee and/or cancellation of event.

Section I Instructions for Applicant

1. Applicant shall complete Section II of this application. (Town Staff will review the Applicants submittal and complete other sections as required.)
2. Attach the following with this application:
 - a) Attach Application Fee, and Late Fee if applicable. (All fees are Payable to the Town of Juno Beach.)
 - b) Plot/Site Plan (drawing/sketch), showing the site upon which you are proposing your special event, identifying parking areas, adjacent roadways, existing structures, proposed (temporary) structures/items, road closures, barricades/fences, etc.;
 - c) Attach letter(s) of approval from all outside agencies: (i.e. Palm Beach County (PBC) Parks and Recreation, PBC-Traffic Division, PBC-Fire Rescue, Florida Department of Transportation, Department of Environmental Protection, Environmental Resources Management, Coast Guard, etc.)
 - d) Copy of current insurance certification(s) with the **Town of Juno Beach** listed as **“Additionally Insured” with a minimum amount of \$1,000,000.00 liability coverage**; (or state your ability to provide it with all other obligations).
 - e) Notarized Letter of approval from property owner(s).
 - f) Copy of Driver License.
3. Sign and date this application at the end of Section II.

Section II Required Information

▪ *Regarding the Applicant:*

Name of Applicant/Sponsor: Mary Tobey and Mark David Phone: 609-560-2676
561-543-6062

Relationship to Organization Represented: Marriage ceremony

Address of Applicant/Sponsor: 5849 Van Cott Circle West Palm Beach FL 33403

Name, Address, Phone of Organization Represented: Self

Principal contact person on Event Day/Phone: Mary Tobey 609-560-2676
561-543-6062

Alternate contact person on Event Day/Phone: Mark Davis 561-543-6062

▪ **Regarding the Subject Location (where the proposed special event is being requested):**

Address/Location: Juno Beach Access 6 Mercury Rd

Name of Subdivision: Juno Beach access 6

▪ **Regarding the Special Event Specifics:**

Please describe the special event being requested: January 12th 2024
Wedding ceremony at access 6. Chairs to be dropped off at 3:30 and arch to be set up and wedding is at 4:30 and to end at 5:30.

Indicate roadway(s) to be closed: None

Indicate if amusement rides (type/quantity) are part of the event: None

Indicate if alcohol will be served at the event and who will serve: None

Indicate types of equipment, tents, trailers or other temporary structures that will be part of the event: chairs and a wedding arch as indicated on sketch

Number of employees/volunteers working the event: wedding photographer

Number of anticipated attendees for the event: 50

Length of time proposed for the event to take place, including set-up and tear down, (dates/times): 2 hours Setup begins at 4:30 and wedding ends at 5:00. Clean up done by 5:30.

▪ **Regarding other Town Services:**

If Police and/or Public Works services are being requested, please indicate your anticipated duties: (Regardless of your anticipated need, Town staff may determine that Police and/or Public Works services are required for your event, refer to letter of approval):

None

▪ **Please initial to confirm attachments:**

- Mt Application Fee, and Late Fee, if applicable. (Payable to Town of Juno Beach)
- Mt Plot/Site Plan
- Mt Outside agency letter(s) of approval
- Mt Insurance Certificate
- Mt Notarized Letter from property owner
- Mt Copy of Driver License

Indicate items not submitted and reasons for non-submittal: Not needed

Hold Harmless Agreement:

In accordance with the Town of Juno Beach Code of Ordinances, in permitting any special event, the applicant shall meet all requirements set forth in Chapter 34 and is subject to Town Council approval. In addition, Town Staff shall prescribe appropriate conditions and safeguards and obligations and fees as required.

By submittal of this application, the sponsor agrees to indemnify and hold harmless the Town of Juno Beach, its officers, employees and agents from and against all loss, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by sponsor, its officers, employees, and agents under any of the terms of this Special Event Application.

If any unforeseen circumstance(s) occur and/or the sponsor fails to meet the requirements the Town has set forth, the Town Manager or Police Chief shall have the right to ~~cancel~~ ^{cancel} the event either before commencement of the event and/or during the event.

Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.

Mary Tobey _____
Applicant/Sponsor Signature

10/29/2023 _____
Date

Mary Tobey _____
Print Name

Office Use Only:

Isabella Hickey _____
Received By

RECEIVED
OCT 31 2023
BY: Isabella Hickey Town of Juno Beach
Date (Please Date Stamp)

Town Calendar has been reviewed and event "Tentatively" Scheduled with 2 day alert.

Completed By _____

Date _____

Event status shall be updated when approved. Completed by: _____

Section III Police Department-Special Event Requirements



The following are additional obligations your organization may have to meet. As part of the Special Event review process the Police Department may impose fees for services as deemed appropriate for the type and impact of the proposed event. The Police Department may schedule a meeting to review the event specifics and Police Operational or Action Plan as determined by the Town. Items reviewed in the Plan include, but are limited to, the following:

- Operations Command Post needs, Incident Management;
- Traffic Control Plan, Road Closures, Parking Plan, Event Route management;
- Staffing needs, Day and Night patrol, Coordination with other agencies;
- Vendor setup and security;
- Attendee/Pedestrian access, security, monitoring and control;
- Equipment needs motorized and non-motorized, Communications;
- Providing of adequate volunteers, Volunteer meeting(s) with Police representative prior to, or on event day(s);
- The Principal of the event shall remain accessible to the Police Supervisor at all times during the event to provide necessary event management and control.

The Police Department will attempt to place officers during the requested dates and hours. Because of unforeseen circumstances, this application may not be filled when requested. Juno Beach Police Officers will not work in the capacity of a “bouncer” at a bar or other establishment where alcohol is served.

Rates

Regular Staff - \$35.00 Officer - \$55.00 Supervisor (if required) - \$65.00
(Rates are subject to a \$15.00 an hour premium on Town designated Holidays.)

- ***THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.***
- ***IF MORE THAN THREE (3) OFFICERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.***
- ***ALL CANCELLATIONS OF POLICE SERVICES MUST BE MADE 48-HOURS IN ADVANCE OR A THREE (3)-HOUR, PER OFFICER CHARGE WILL BE FORFEITED. PLEASE CONTACT FDAYILA@JUNO-BEACH.FL.US AND PFERTIG@JUNOBEACHPD.COM.***

Office Use Only:

_____ Officers @ \$55.00/hour: total of _____ hours = \$ _____

_____ Supervisors @ \$65.00/hour: total of _____ hours = \$ _____

Additional Fee(s): _____ \$ _____

Payment Due Date: _____ Total Amount Due: \$ _____ Payment Received: Y / N
* *Payment shall be received no later than 14/45 days prior to event date, as indicated in Fee Schedule.*

Reviewed By: _____

Approved by Police Chief/Designee: _____

Section IV Public Works Department-Special Event Requirements

As part of the Special Event review process the Public Works Department may impose fees for services as deemed appropriate for the type and impact of the proposed event.

Public Works services include, but are not limited to, the following:

- Delivery, set-up and removal of traffic or parking control devices including portable message boards, barricades, signs, stakes, traffic cones and/or any other devices requested by the Town’s Police Department.
- Random event site inspections to insure the Applicant removes trash/litter or debris from the event site as needed. Event usage area final inspection of public properties to insure adequate cleaning at event’s end/closing and prior to release of security deposits, if applicable.
- Public Works staff time to clean, remove and dispose of any and all residual debris, trash or to repair damaged property incurred by the Applicant or Applicant’s agents on the event site public property.

Rates

<i>Regular Staff</i>	<i>\$35.00</i>
<i>Supervisor (if required)</i>	<i>\$45.00</i>

- ***THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.***
- ***IF MORE THAN THREE (3) STAFF MEMBERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.***
- ***ALL CANCELLATIONS OF PUBLIC WORKS SERVICES MUST BE MADE 48-HOURS IN ADVANCED OR A THREE (3)-HOUR, PER STAFF MEMBER CHARGE WILL BE FORFEITED. PLEASE CONTACT FDAVILA@JUNO-BEACH.FL.US AND AMERIANO@JUNO-BEACH.FL.US.***

Office Use Only:

_____ Regular Staff @ \$35.00/hour: total of _____ hours = \$ _____
 _____ Supervisors @ \$45.00/hour: total of _____ hours = \$ _____

Payment Due Date: _____ Total Amount Due: \$ _____ Payment Received: Y / N

**** Payment shall be received no later than 14/45 days prior to event date, as indicated in Fee Schedule.***

Reviewed By: _____

Approved by Director of Public Works/Designee: _____

Section V Application Review

Director of Planning & Zoning Date

Police Chief Date

Public Works Director Date

Finance Director Date

Town Manager Date

Section VI Post Event Inspection and Security Deposit Status

Post event Comments, Issues List and recommended Security Deposit withheld:

* _____ *Amount and Date Returned of the Security Deposit.*
Amount Date

Director of Planning & Zoning Date

Police Chief Date

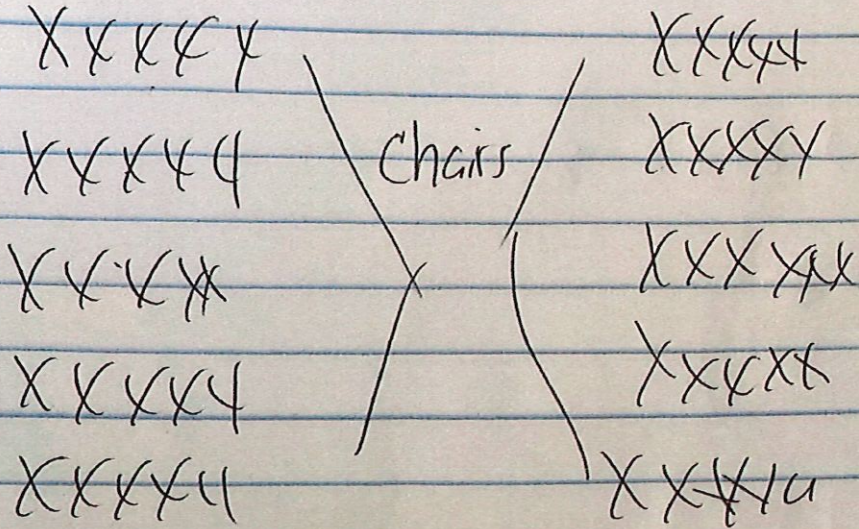
Public Works Director Date

Finance Director Date

Town Manager Date

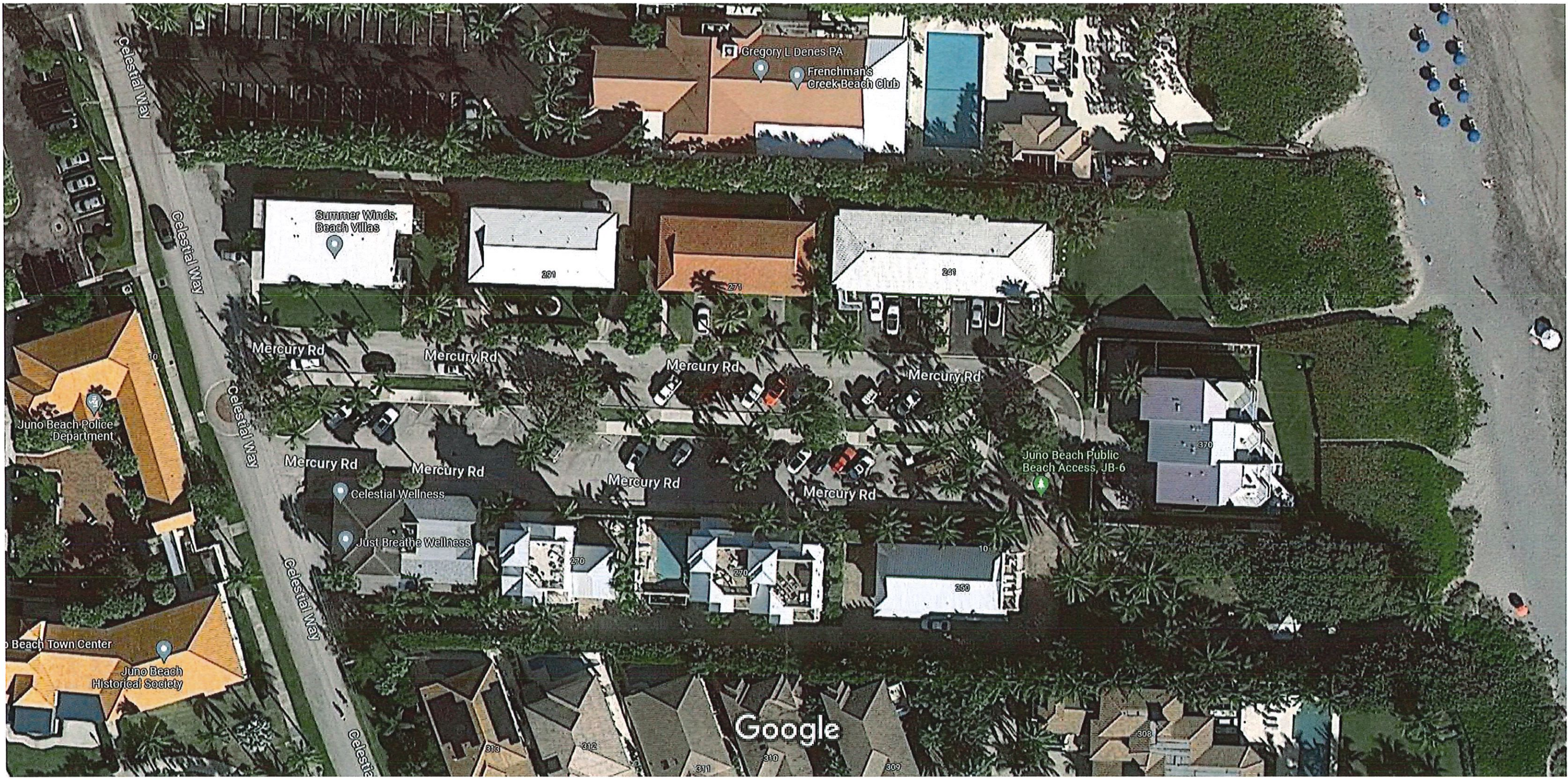
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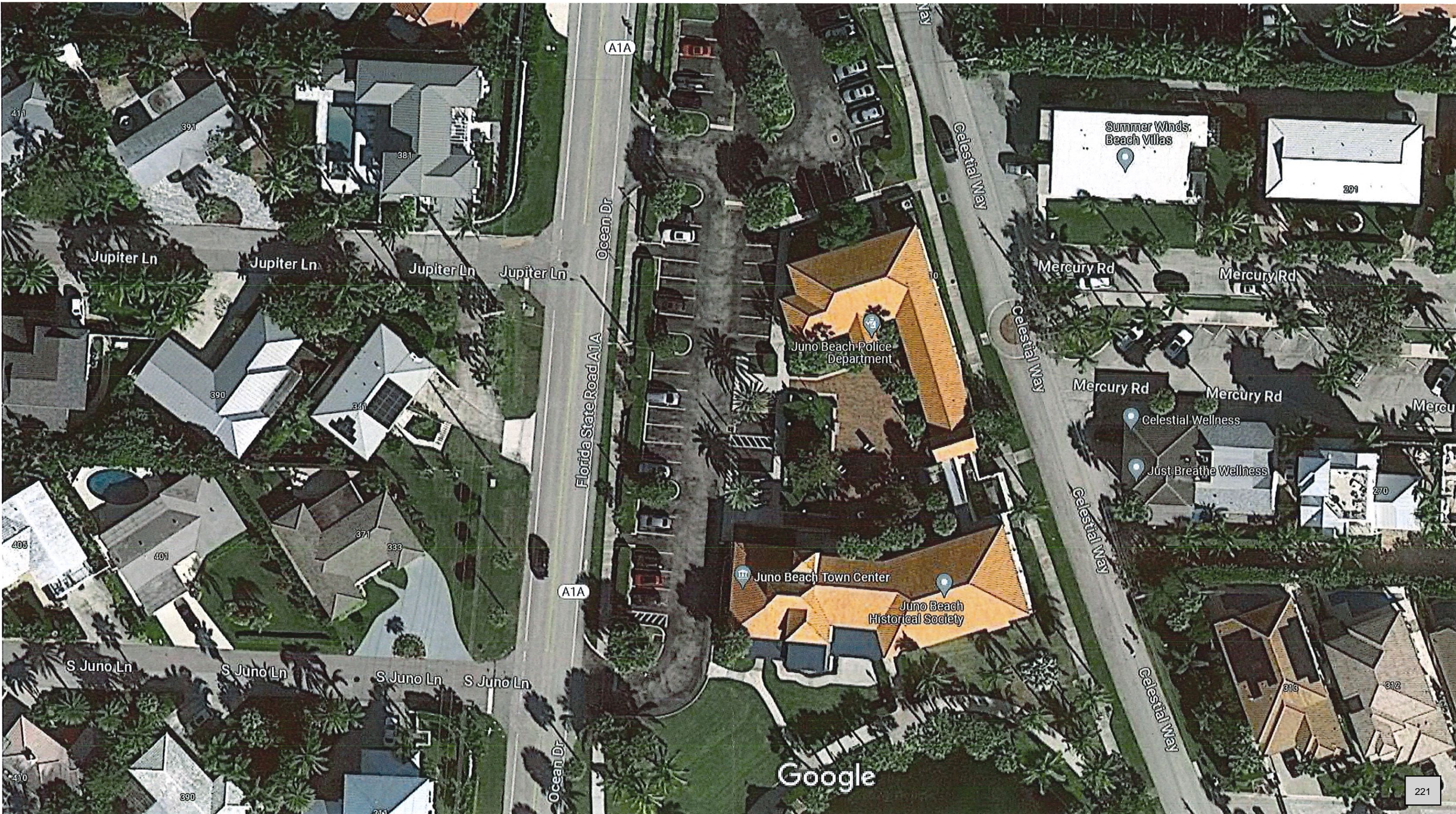
Access

Road to Access



Approx 15 spaces to be used
(not being reserved)

Approx 10 Spaces used
(over flow) not to be reserved





Google

Area to be used for ceremony



Meeting Name: Town Council Meeting

Meeting Date: November 15, 2023

Prepared By: D. Dyess

Item Title: Donation Policy

DISCUSSION:

The council requested a policy on accepting donations. After reviewing other municipal policies and internal discussions, attached is the recommended policy.

RECOMMENDATION:

Review policy and motion for approval or make suggested alterations.

RESOLUTION 2023-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, ADOPTING A DONATION POLICY FOR THE TOWN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town currently has no policy governing the acceptance of donations to the Town; and

WHEREAS, Town Staff recommended the adoption of a Donation Policy to establish regulations governing the acceptance and documentation of donations made to the Town; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, as follows:

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

Section 2. The Town Council hereby adopts a Donation Policy, a copy of which is attached hereto and incorporated herein by reference.

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

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

RESOLVED AND ADOPTED this _____ day of _____, 2023.

Alexander Cooke, Mayor

ATTEST:

Caitlin E. Copeland-Rodriguez, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Leonard G. Rubin, Town Attorney



Town of Juno Beach Restricted Donation Policy

Item #12.

Effective Date: November 15, 2023

I. Purpose

The Restricted donation program provides those in the community with various philanthropic interests the opportunity to give through memorials, gifts, and donations.

II. Objectives

1. Facilitate the acceptance of donations in the form of facilities, cash, services and/or equipment to the Town by establishing clear guidelines for giving.
2. Ensure that donations are consistent with the aesthetic and functional integrity of the Town's existing and proposed facilities and goals.
3. Ensure that donations do not cause unbudgeted expenditures or significant ongoing maintenance responsibility for the Town without council approval.
4. Ensure that donations do not create liability for the Town with regard to the health and safety of facility users.
5. Ensure gifts made in memory of or in recognition of a person, event or other phenomenon do no conflict with the Town's goals or standards.

III. Definitions

1. Cash Donation – all donations made in the form of currency, personal or cashiers check or money order.
2. Town – Town Manager/Town of Juno Beach Council
3. Donation - the making of a free gift to a charity or public institution.
4. Donor – person giving a free gift to someone.
5. Material/Equipment – all non-real property; this includes all personal property (i.e. food, equipment and other items)
6. Restricted Donation – any donation made to the Town that specifies a particular use or restricted use of the donation beyond the use for which the fund, budget or project was established.
7. Real Property – land or buildings
8. Tax Deduction - Donations made to the Town are tax deductible expenses. Donations of money or property made to the Town may be deducted on an itemized income tax return. The Town does not give tax advice. The value of a gift is the responsibility of the donor.

IV. General Policies

1. The Town reserves the right to deny any donation.
2. Donations to the Town programs must be consistent with established goals and objectives for the individual program, and/or the Town as a whole.
3. All donations, other than cash, shall be considered "gifts for public improvements" to the Town for the enjoyment of the Town's citizens. They will not be considered private or proprietary assets.
4. All items purchased or accepted by donation will receive standard levels of maintenance by the Town during their normal life expectancy.
5. Items that are damaged or vandalized will be repaired or replaced as feasible, but the Town does not guarantee replacement of any items damaged beyond repair or where the cost to do so is not considered cost effective.

V. General Guidelines

1. The following guidelines will apply to all donations:
 - a) Upon request, potential donors will be provided with the Town's Donation policy.
 - b) Donations of items with a value of \$10,000 or less may be approved by the department director and town manager if there will be no future maintenance, replacement cost or reoccurring fees, but are subject to the approval of the Town Council if the donation is over \$10,000 and/or there could or would be future maintenance, replacement, or reoccurring fees. Donations included in the annual budgeting process are considered approved by the council.
2. Receipt of Donations
 - a) All restricted donations require Town approval and shall be consistent with other Town policies, goals and objectives.
 - b) All donors of real property, materials, and restricted cash shall be issued a receipt incorporating specific information.

VI. Cash Donations

1. All non-currency cash donations shall be made payable to "Town of Juno Beach". Donations must be in the form of currency, personal check, cashiers check or money order.
2. Departments must follow the Town's formal written purchasing procedures when using cash donation funding to buy an item.
3. Restricted cash donations cannot be expended without prior approval of the Town Manager and/or the Town Council. Cash donations will be deposited with the Finance Department in compliance with the Town's Cash Receipt Policy. The cash donation may be deposited before the restricted purpose expenditure is approved.

Town of Juno Beach Donation Receipt Form

Date: _____

Donor's Name: _____

Donor's Address: _____

Donor's Phone: _____

Donation Amount: _____

If land, goods, or services, describe land, goods or services donated:

Please check where appropriate:

- This donation is unrestricted in its use.
- This donation is restricted for the following purpose

Please respect my privacy, I do not wish to be recognized for my contribution.

Person completing this form:

Signature of Donor: _____

Signature of Town Employee receiving donation: _____

Note: Donation is tax deductible to the extent allowable by law. It is the responsibility of the donor to determine fair market value of this donation.

No goods or services were provided in exchange, in whole or in part, for the donation.

Approved By: _____
Town Manager

(One copy to Finance Department, one copy for Clerk, and one copy for donor)



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: D. Dyess
Item Title: Discussion – Master Development Plan

This item relates to council goal - Create a Master Plan for town development and services.

DISCUSSION:

During the goal setting workshop, the council set as its number 3 (highest priority section) goal to develop a master development plan. While there is still some clarity needed around the outcomes that the council is looking for, I reached out to three companies to determine the financial obligation of this endeavor. I explained the primary properties that have been discussed for development as well as potential redevelopment properties, so that they could evaluate the amount of work that would be needed. Two companies (WGI and Treasure Coast Regional Planning) both gave a rough estimate of \$100,000 to \$150,000. The third company gave an estimate of \$10,000 which probably did not encompass what was being requested based on the other responses. Both WGI and TCRPC have local government comparable contracts that could be used for direct services, or we could go out for a request for proposal (RFP).

RECOMMENDATION:

Discuss the pros and cons of continuing with this goal based on the estimated cost and the limited future development left in the town. Give staff direction on moving forward or not and if so which avenue to take.



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: D. Dyess, Town Manager
Item Title: Discussion – Town Organization Sponsorship

DISCUSSION:

At the October 25th council meeting, staff was instructed to bring back policy on establishing organization sponsorship for special events. There is an ordinance on special events making that the best location for placing rules and regulations. Underlined areas below are new language to the ordinance up for discussion.

- **Sec. 34-1165. - Off-site special events.**

(a) Any person seeking to hold an off-site special event at any location within the town shall be required to file an off-site special event application in the format required by the town, pay the applicable fee and provide all required information and assurances, including, but not limited to, the following:

- (1) Name and contact information of the applicant/sponsor;
- (2) Proposed location and plot/site plan;
- (3) A description of the event, including any proposed roadway closures;
- (4) Number of employees/volunteers;
- (5) Number of anticipated attendees;
- (6) Length of time for the event;
- (7) Town services requested;
- (8) Letters of approval from outside agencies, as applicable;
- (9) Insurance coverage certifications, as applicable; and
- (10) Approval of property owner, as applicable.

(b) A person issued a permit for an off-site special event shall comply with all conditions imposed by the town, including those imposed by town staff and the town council, if applicable.

(Ord. No. 709 , § 3, 2-27-2019)

- **Sec. 34-1166. - Enforcement; penalties.**

Each violation of any condition or requirement applicable to an on-site or off-site special event shall be deemed a violation of the Town Code and each day the violation continues shall be considered a separate violation. Violations may be enforced in accordance with section 1-10 of this Code, through the code enforcement process set forth in chapter 2, article VI of this Code, by forfeiting part or all the deposit depending on the severity of the violation or through any other manner authorized by law, including, but not limited to, injunctive relief.

(Ord. No. 709 , § 3, 2-27-2019)

- **Secs. 34-1167. - Town sponsored organizations.**

It is recognized that some organizations have significant benefits to the Town. These organizations, once recognized as town sponsored organizations, may ask for fee waivers, town sent email blasts of events, flyer placement on town bulletin board, and use of town center for meetings. To be recognized as a sponsored group, the organization must be a not-for-profit or a non-fund raising organization that has the town and its residents as the sole beneficiary of its activities. Town Council approval is required for any organization that wishes to apply to be town sponsored. The organization should have a track record or be able to demonstrate how it has benefited the town and its residents. The organization must use the town logo on its flyers to advertise the sponsorship relationship.

RECOMMENDATION:

The current groups that are recognized by council as sponsored organizations are:

Juno Beach Ecology Group
 Juno Beach Civic Association
 Juno Beach Historic Society
 Juno Beach Friends of the Arts
 Juno Beach Police Foundation

The council should discuss and give staff direction.